Agenda

Regular Meeting of the Governing Body
August 26, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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

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

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

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

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Cassutt
3. Salute to the New Mexico Flag

a. Councilor Feghali

4. Invocation and Rememberances

   a. Councilor Barrett

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Midtown Infrastructure Update. (Carly Venditti, Metropolitan Redevelopment Director; cavenditti@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the August 12, 2026, Regular Governing Body Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Governing Body: 08/26/2026

   b. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve the Request from Versos, LLC for a Restaurant B (Beer, Wine, & Spirits) Liquor License with On Premises Consumption Only to be Located at Versos, 105 Marcy St. Suite B. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing: 08/20/2026
      Governing Body: 08/26/2026

   c. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J2492-1 for Improvements to Siringo Road Between St. Francis and Boltuph Road in the Total Amount of $800,000 with a Reversion Date of June 30, 2028. (Marcos Esquibel, Interim Streets Director; mpesquibel@santafenm.gov)

      1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate $800,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

      Committee Review
      Public Works and Utilities Committee: 08/17/2026
      Finance Committee: 08/24/2026

Governing Body: 08/26/2026

d. Request for Approval of Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16 Regarding Parcel K-1b, Property at Midtown Site Available for Sale or Lease to Facilitate a Low-Income Housing Tax Credit Project, (LIHTC) via Consultant Jones Lang LaSalle. (Carly Venditti, Deputy Director, Economic Development; cavenditti@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

e. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $425,795 from FY26 Available Funds from the Marty Sanchez Links de Santa Fe Operating Agreement Appropriations to Service Contracts for the Replacement of the Clubhouse Roof and HVAC Systems at Marty Sanchez Links de Santa Fe. (Phillip Lujan, Municipal Recreation Complex Business Manager; pmlujan@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

f. Request for Approval of a Construction Contract with Cassidy's Landscaping Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

g. Request for Approval of a Construction Contract with High Desert Landscape Maintenance for On-Call Landscape Management Services in the Total Amount of $4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

h. Request for Approval of a Construction Contract with San Isidro Permaculture

Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

i. Request for Approval to Purchase Five Kenworth L770 Double-Axle Chassis from Inland Kenworth US, Inc. In the Total Amount of $1,119,655 through May 28, 2028. (Martin Valdez, Fleet Manager, Environmental Services Department; mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

j. Request for Approval to Purchase Five, Twenty-Seven-Yard Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck Sales, LLC (dba), Reliance Truck and Equipment, In the Total Amount of $1,318,485 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

k. Request for Approval to Purchase Two, Fifteen-Yard, Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck and Equipment Sales, LLC (dba), in the Total Amount of $517,778 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

l. Request for Approval to Purchase Two Kenworth L770 Single-Axle Chassis with InLand Kenworth US, Inc. In the Total Amount of $387,688 through May 12, 2028. (Martin Valdez, Fleet manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

m. Request for Approval of Amendment No.1 to the New Mexico Department of Transportation Aviation Division Grant #SAF-25-02 for a Change of Purpose to Utilize this Grant Funding for Pavement Rehab to Runways 15/33 and 2/20, and an Extension of Time to December 31, 2027. (John Dickinson, Airport Director; jxdickinson@santafenm.gov, Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

n. Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the Total Amount of $347,026.21 Through June 30, 2029. (Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

o. Request for Approval of a Budget Adjustment Request (BAR) to Re-Appropriate Funding from FY26 to FY27 in the Amount of $128,314 that was Allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation. (Tom Miller, Recreation Division Director; temiller@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

p. Request for Approval of a Memorandum of Understanding with the Consulate of Mexico in Albuquerque to Promote, Develop, and Strengthen Joint Cultural, Artistic, and Civic Projects and Activities, for the Benefit of the Mexican Community and the Residents of the City. (Johanna Nelson, Economic Development Director; jcnelson@santafenm.gov and Randy Randall, TOURISM Santa Fe Executive Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/19/2026
Governing Body: 08/26/2026

q. Request for Approval of Written Findings of Fact and Conclusions of Law

Memorializing the July 29, 2026, Decision by the Governing Body to Grant an Appeal by Claudia L. Quan, DDS, Appeal # 2026-12102-APPL, of the Historic Districts Review Board's Decision to Deny an Application to Build a 24-Foot-High Mixed-Use Structure at 911 Roybal St. in the Westside-Guadalupe Historic District, and to Grant an Exception to the Streetscape Height Restriction of 14'1". (Frank Roybalid, City Attorney; feruybalid@santafenm.gov)

Committee Review:
Governing Body: 08/26/2026

r. Request for Approval of the Fiscal Year 2027 Internal Audit Plan. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; halie.garcia@bakertilly.com)

Committee Review:
Audit Committee: 07/28/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

s. CONSIDERATION OF RESOLUTION NO. 2026-__. (Mayor Michael Garcia, Councilor Paul Bustamante, Councilor Pilar Faulkner)
A Resolution Suspending the Annual Fishing Derby in Santa Fe River; Approving a Children's Fishing Derby Event on City Property in Nichols Reservoir on September 26th, 2026; and Directing the City Manager and Designated City Staff to Take the Necessary Steps to Organize the Event. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/12/2026
Public Works and Utilities Committee: 08/17/2026
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

10. Action Items: Discussion Agenda

a. Request the Approval of City Sponsored International Travel to Amsterdam, the Netherlands for Brand USA Travel Week, September 26, 2026, through October 2, 2026. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov)

Committee Review:
Governing Body: 08/26/2026

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Meetings Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in which the City is or May Become a Participant Including but not Limited to *Jeffrey Hurtado, v. City of Santa Fe, et al*., D-101-CV-2025-00757, and Subpart (H)(8), Meetings for the Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City, Including but Not Limited to the Armijo Trust. (Marcos D. Martinez, City Attorney; mdmartinez@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2026-__ (Mayor Michael Garcia, Councilor Elizabeth Barrett, Councilor Paul Bustamante) A Resolution Approving the Hopewell Mann Neighborhood Stabilization Plan. (Carly Vendetti, Metropolitan Redevelopment Agency Deputy Director; cavendetti@santafenm.gov)

    Committee Review:
    Governing Body (Introduction): 08/26/2026
    Economic Development Commission: 09/02/2026
    Metropolitan Development Commission: 09/03/2026
    Public Works and Utilities Committee: 09/21/2026
    Quality of Life Committee: 09/23/202
    Governing Body: 09/30/2026

    b. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Alma Castro and Councilor Patricia Feghali)
    A Resolution Approving the Updated Santa Fe Trails Agency Safety Plan and Directing its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

    Committee Review:
    Governing Body (Introduction): 08/26/2026
    Public Works and Utilities Committee: 08/31/2026
    Quality of Life Committee: 09/02/2026
    Governing Body: 09/09/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt and Mayor Michael Garcia)
A Resolution Approving the City of Santa Fe's Participation in the New Mexico Department of Transportation's Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project by Entering into Cooperative Grant Agreement, Control Number L500665. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/26/2026
Public Works and Utilities Committee: 08/31/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

d. CONSIDERATION OF RESOLUTION NO. 2026-__. (Councilor Jamie Cassutt)
A Resolution Approving the City of Santa Fe's Participation in the New Mexico Department of Transportation's Local Government Road Fund for the Henry Lynch Road Reconstruction Project, Control No. L500689. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/26/2026
Public Works and Utilities Committee: 08/31/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF BILL NO. 2026-14. ADOPTION OF ORDINANCE NO. 2026-___. (Councilor Jamie Cassutt and Councilor Patricia Feghali)
A Bill Amending Section 14-7.9, SFCC 1987, to Clarify a Park Impact Fee Exemption as it Relates to Certain Construction Permits. (Janice Biletnikoff, Long-Range Strategic Planner; jibiletnikoff@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/08/2026
Governing Body (Public Comment): 07/29/2026
Public Works and Utilities Committee: 08/03/2026
Finance Committee: 08/10/2026
Governing Body (Public Hearing): 08/26/2026

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

a. CONSIDERATION OF BILL NO. 2026-15
A Bill Rezoning an Approximately 7.01-Acre Tract of Contiguous Parcels (910008728, 99312180, 99312181) Located at 2780 South Meadows Road, from R-3 (Three Dwelling Units Per Acre) to R-6 (Six Dwelling Units Per Acre) (Case No. 2025-10767). (Joel Cruz Haber, Case Manager; jacruzhaber@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/26/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-__
A Resolution Amending the General Plan's Future Land Use Map from Very Low Density to Low Density, for Approximately 0.27 Acres of Land at Parcel Numbers 99312180 and Approximately 0.46 Acres of Land at 99312181, within the City of Santa Fe (Case No. 2025-10766). (Joel Cruz Haber, Case Manager; jacruzhaber@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/26/2026

21. Appointments

a. Santa Fe River Commission

- Jesse Shapiro - Filling an Unexpired Term - Term Ending 02/2028

b. Metropolitan Redevelopment Commission:

- Danika Padilla - Appointment - Filling Unexpired Term Ending 01/2027
- Justin Martin - Appointment - Filling an Unexpired Term Ending 01/2027

c. Planning Commission:

- Katherine Rivera - Appointment to District 1 - Term Ending 6/2028
- Peter Smith - Reappointment to District 2 - Term Ending 6/2028
- Sasha McGee - Reappointment District 3 - Term Ending 6/2028
- Sean Noonen - Reappointment to District 4 - Term Ending 6/2028
- Brian Gutierrez - Appointment to At-Large-Term Ending 6/2028

22. Adjourn

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

CITY OF SANTA FE

Midtown Infrastructure Update

Infrastructure Design is at 90% completion with 100% expected November 2026

Next Steps

- Collaboration with Midtown development partners
- Request for Information (RFI) to generate vendor interest
- Tax Increment Enabling Resolution
- Grant Writing

Infrastructure Estimates	$77 Million
Right of Ways	$54,000,000
Utilities & Pave Tank	($12,365,610)
Parks (7.9 acres)	$23,000,000

Potential Sources
Tax Increment via TIF Resolution across MRA
Local Economic Development Act (LEDA)
NM Economic Development Site Readiness
State Capital Outlay (ICIP)
Land Disposition Revenue
EDA Public Works and Economic Adjustment Assistance Grant

Infrastructure Components

All phasing options include a base assumption of $12,365,610.25 for all utilities and pave tank due to trenching, performance bond, and insurance requirements.

Roadways

Landscaping

Green Stormwater Infrastructure (GSI)

Bicycle Infrastructure

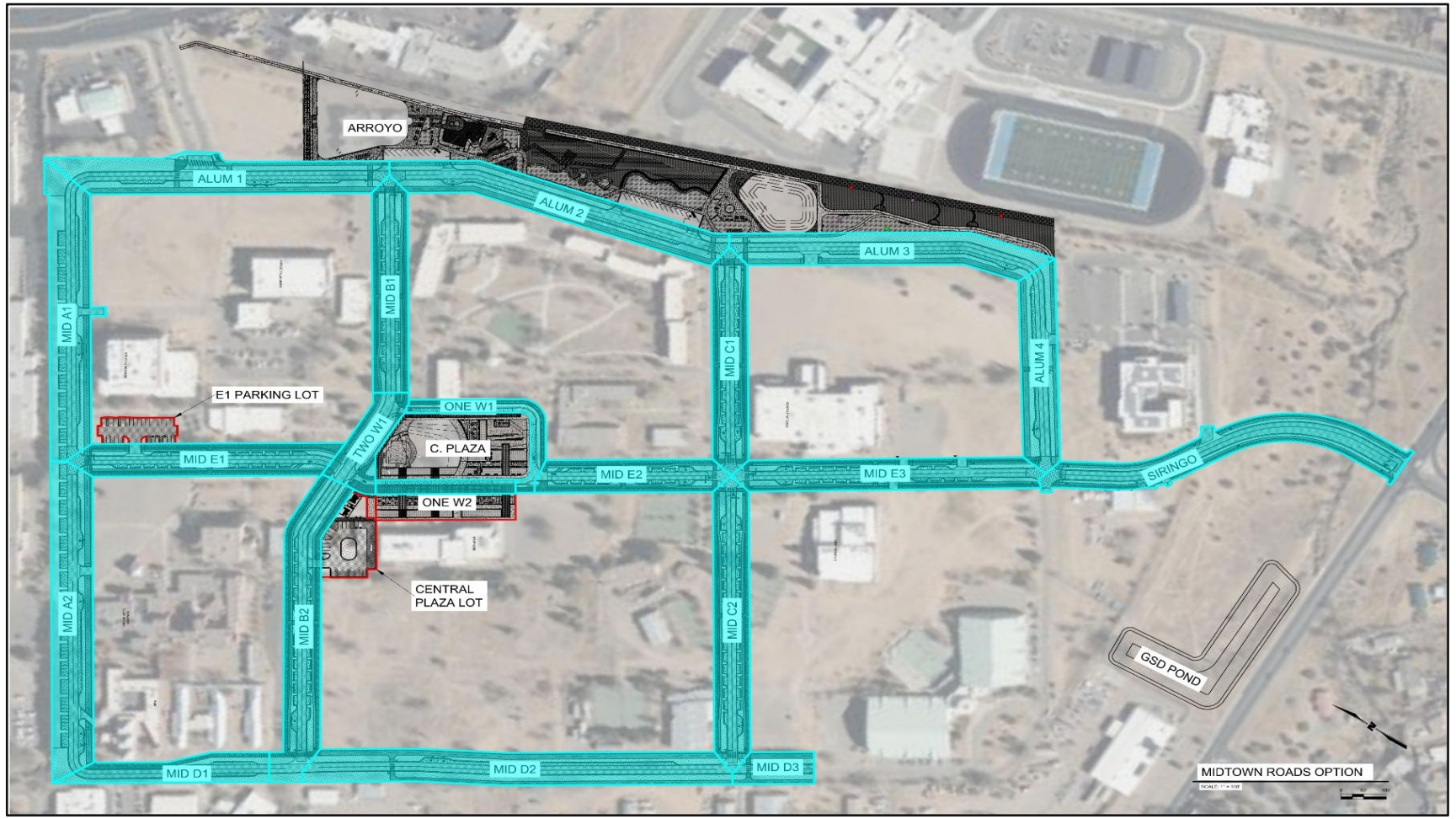
Our Design Team

WILSON & COMPANY

WERK ur·ban | design

wsp

Phasing Option 1 – All Roads

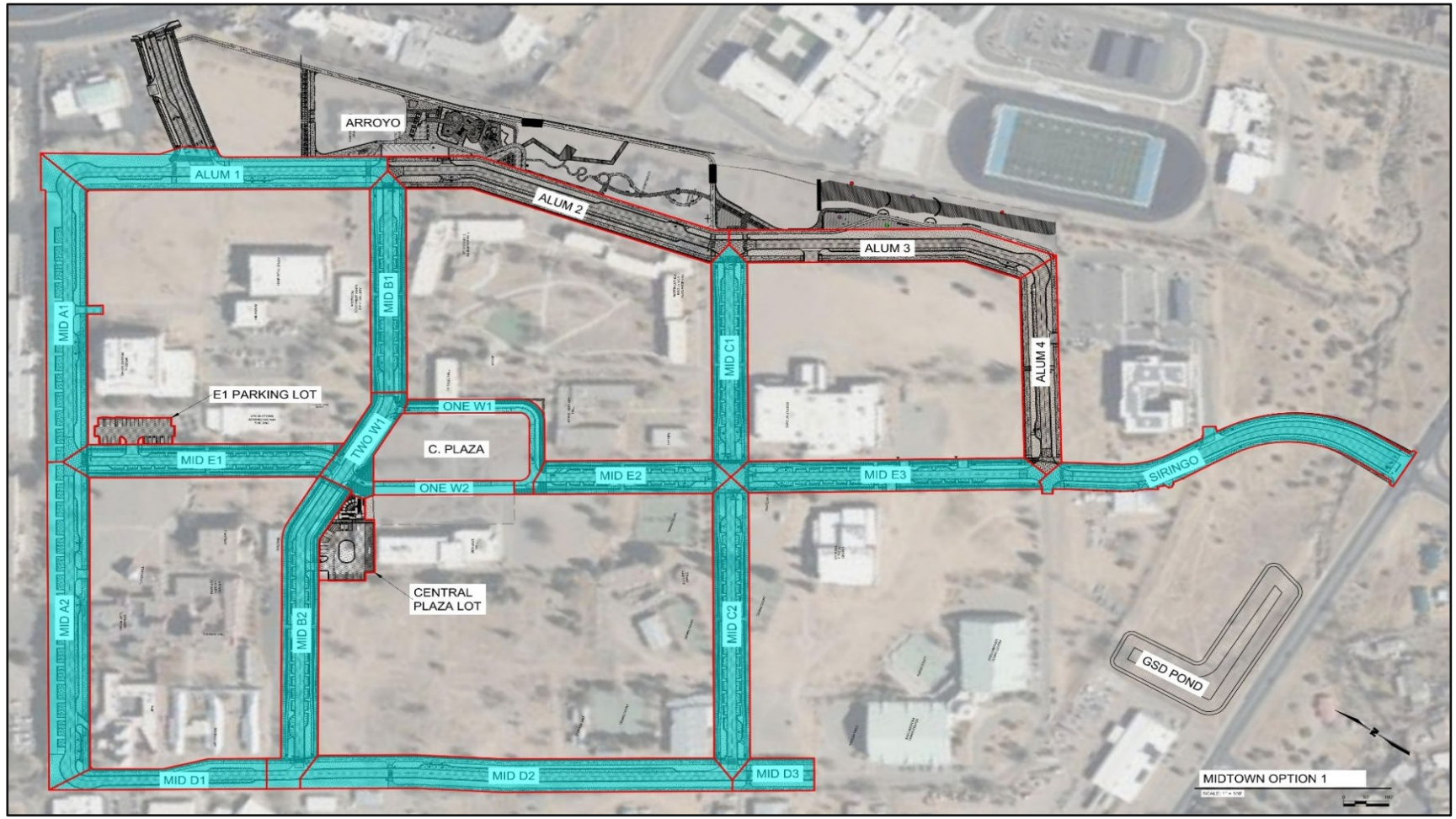


ALL ROADS	SEGMENT TOTAL (INCLUDES TAX) (EXCLUDES UTILITIES & PAVE TANK)
MID A1	$ 2,731,738.10
MID A2	$ 3,132,298.40
MID B1	$ 2,140,266.30
MID B2	$ 3,201,588.49
MID C1	$ 2,112,705.95
MID C2	$ 2,862,154.48
MID D1	$ 1,335,194.10
MID D2	$ 2,953,232.22
MID D3	$ 622,930.19
MID E1	$ 2,410,298.28
MID E2	$ 1,696,971.59
MID E3	$ 2,893,603.68
ALUM 1	$ 1,732,850.72
ALUM 2	$ 2,479,226.62
ALUM 3	$ 2,187,434.76
ALUM 4	$ 1,502,104.64
ONE W1	$ 497,983.90
ONE W2	$ 1,963,579.69
TWO W1	$ 991,953.57
SIRINGO	$ 2,416,435.39
E1 LOT	$ 934,841.37
C.P. LOT	$ 425,632.91
ARROYO	$ 9,169,636.44
C. PLAZA	$ 8,277,123.76
GSD POND	$ 1,879,717.28
RESTROOM	$ 2,000,000.00
OVERALL UTILITIES & PAVE TANK	$ 12,365,610.25

Estimate $54,230,161.31

*INCLUDES
- $12,365,610.25 for all utilities and pave tank
- Paved roads for selected sections
- Landscaping for selected sections

Phasing Option 2 – Most Roads



MOST ROADS	SEGMENT TOTAL (INCLUDEDS TAX) (EXCLUDES UTILITIES & PAVE TANK)
MID A1	$ 2,731,738.10
MID A2	$ 3,132,298.40
MID B1	$ 2,140,266.30
MID B2	$ 3,201,588.49
MID C1	$ 2,112,705.95
MID C2	$ 2,862,154.48
MID D1	$ 1,335,194.10
MID D2	$ 2,953,232.22
MID D3	$ 622,930.19
MID E1	$ 2,410,298.28
MID E2	$ 1,696,971.59
MID E3	$ 2,893,603.68
ALUM 1	$ 1,732,850.72
ALUM 2	$ 2,479,226.62
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ONE W1	$ 497,983.90
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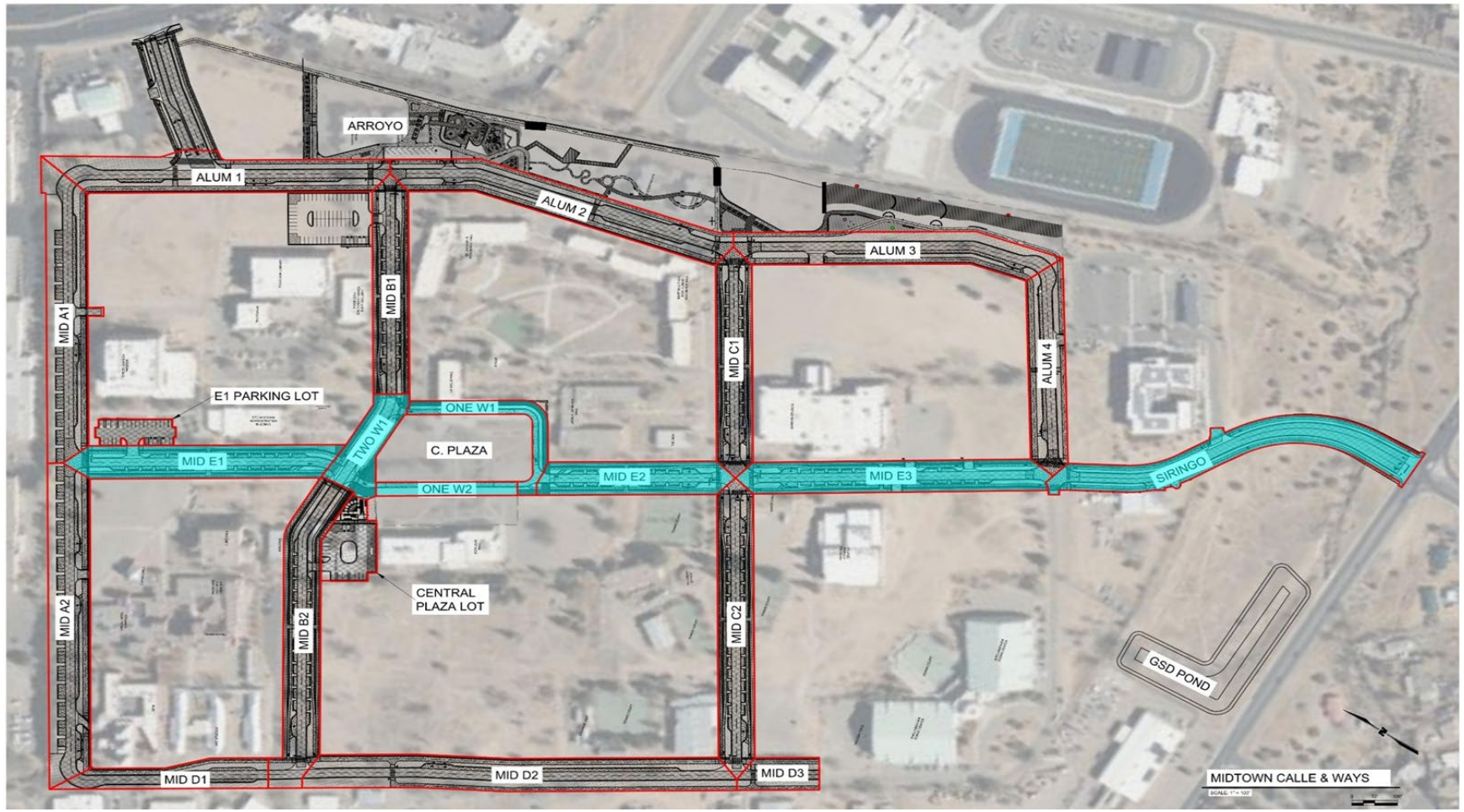
TWO W1	$ 991,953.57
SIRINGO	$ 2,416,435.39
E1 LOT	$ 934,841.37
C.P. LOT	$ 425,632.91
ARROYO	$ 9,169,636.44
C. PLAZA	$ 8,277,123.76
GSD POND	$ 1,879,717.28
RESTROOM	$ 2,000,000.00
OVERALL UTILITIES & PAVE TANK	$ 12,365,610.25

Estimate $48,061,395.29

*INCLUDES
- $12,365,610.25 for all utilities and pave tank
- Paved roads for selected sections
- Landscaping for selected sections

Phasing Option 3 – Midtown Calle Connection



MIDTOWN CALLE CONNECTION	SEGMENT TOTAL (INCLUDES TAX) (EXCLUDES UTILITIES & PAVE TANK)
MID A1	$ 2,731,738.10
MID A2	$ 3,132,298.40
MID B1	$ 2,140,266.30
MID B2	$ 3,201,588.49
MID C1	$ 2,112,705.95
MID C2	$ 2,862,154.48
MID D1	$ 1,335,194.10
MID D2	$ 2,953,232.22
MID D3	$ 622,930.19
MID E1	**$ 2,410,298.28**
MID E2	**$ 1,696,971.59**
MID E3	**$ 2,893,603.68**
ALUM 1	$ 1,732,850.72
ALUM 2	$ 2,479,226.62
ALUM 3	$ 2,187,434.76
ALUM 4	$ 1,502,104.64
ONE W1	**$ 497,983.90**
ONE W2	**$ 1,963,579.69**
TWO W1	**$ 991,953.57**
SIRINGO	**$ 2,416,435.39**
E1 LOT	$ 934,841.37
C.P. LOT	$ 425,632.91
ARROYO	$ 9,169,636.44
C. PLAZA	$ 8,277,123.76
GSD POND	$ 1,879,717.28
RESTROOM	$ 2,000,000.00
OVERALL UTILITIES & PAVE TANK	**$ 12,365,610.25**

Estimate $28,236,436.35

*INCLUDES
- $12,365,610.25 for all utilities and pave tank
- Paved roads for selected sections
- Landscaping for selected sections

Phase 2 - Parks

The MRA recommends the implementation of Arroyo Park (5.9-acres) in Phase 2.

Park Components

- Discovery Play Wash
- Food Forest
- Food Truck Utilities
- Event Stage
- Playground Equipment
- Sports Field

Questions?

Carly "Cav" Venditti
cavenditti@santafenm.gov

Agenda

Regular Meeting of the Governing Body
August 12, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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1. Call to Order
2. Pledge of Allegiance
   a. Councilor Feghali
3. Salute to the New Mexico Flag

a. Councilor Bustamante

4. Invocation and Rememberances

   a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

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

      Committee Review:
      Governing Body: 08/12/2026

   b. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve the Request from Santa Fe Brewing Co. for a Waiver of the 300-Foot Location Restriction and Approval to Allow Dispensing/Consumption of Alcoholic Beverages at the Santa Fe Children's Museum, Located at 1050 Old Pecos Trail, Which is Within 300 Feet of St. John's United Methodist Church, 1200 Old Pecos Trail, Santa Fe. (Emily Aragon, Constituent Services Specialists; emaragon@santafenm.gov)

      1. Pursuant to §60-6B-10 NMSA 1978, a Request from Santa Fe Brewing Co. for a Waiver of the 300-Foot Location Restriction has Been Submitted to Allow the Dispensing/Consumption of Alcohol at the Bricks and Brews Sponsored by Santa Fe Children's Museum, which Will be Held on Friday, August 28, 2026, with Alcohol Service from 6:00 p.m. to 8:30 p.m.

      Committee Review:
      Liquor Hearing: 08/06/2026
      Governing Body: 08/12/2026

   c. Request for Approval of a Public Celebration Permit Application from Santa Fe Brewing Co. to Allow the Dispensing/Consumption of Beer, Wine, and Cider at the 102nd Annual Burning of Zozobra, to be Held on Friday, September 4, 2026, with Alcohol Service from 4:30 P.M. to 9:15 P.M. in Two Beer Gardens One Located in Magers Field and One at Fort Marcy Park, 490 Bishops Lodge Road, Santa Fe, which are Located on City Property, with an Expected 50,000 Attendees, Pursuant to SFCC 1987 §23-6.2(C) and Consistent with NMSA

1978, §60-6A-12. (Emily Aragon, Constituent Services Specialists; emaragon@santafenm.gov)

Committee Review:
Governing Body: 8/12/2026

d. Request for Approval of Amendment No. 2 to Item # 22-0259 with Routeware, Inc. to Increase Compensation by $392,642.68 for a New Total Amount of $940,323.09 for Software-as-a-Service (SaaS) and Fleet Technology Solutions for Waste Management and Recycling Industry. (Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/03/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

e. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $6,000,000 from the Water Enterprise Cash Fund to the Water WIP Construction for On-Call Construction Services for Sub Surface Contracting, Inc. (Bill Huey, Engineer, Public Utilities; bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/03/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

f. Request for Approval of a Budget Amendment Request (BAR) in the Total Amount of $155,390 from Unanticipated GRT/One-Time Funds for the Southside Library Operations to Open the Southside Library on Sundays. (Margaret Neill, Library Director, mnneill@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committe: 08/10/2026
Governing Body: 08/12/2026

g. Request for Approval of the Purchase of 24 Police Vehicles Including Equipment and Labor Costs Associated with Each Vehicle in the Total Amount $2,209,187.75 from Chalmers Ford, MHQ, and Code 3 Service LLC. (Lawrence Barnett, Deputy Chief of Police, lbarnett@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committe: 08/10/2026
Governing Body: 08/12/2026

h. Request for Approval of Amendment No. 5 to Item #23-0551 Memorandum of Understanding with Santa Fe County to Increase the Compensation by $20,000 for a New Total Amount of $245,000 for Local LDWI Grant Funds. (Erik Ramirez, Police Captain; emramirez@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

i. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $750,000, with $500,000 from the Lodgers Tax Fund and $250,000 from the General Fund to Salaries and Benefits for New Positions within the Police Department. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

j. Request for Approval of Cooperative Grant Agreement with New Mexico Tourism Department for Marketing in the Total Amount of $259,527 through June 30, 2027. (Randy Randall, TOURISM Santa Fe, Executive Director, rrandall@santafenm.gov)

1. Request for Approval of Budget Adjustment Request (BAR) to Allocate Funds in the Amount of $64,455 for the Marketing Cooperative Agreement.

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

k. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the 102nd Annual Burning of Zozobra on September 4, 2026 at Fort Marcy Park. (Geronimo Griego, Fire Marshal: gggriego@santafenm.gov)

Committee Review:
Governing Body: 08/12/2026

l. Request for Approval of Revised Findings of Fact and Conclusions of Law Reflecting the June 25, 2026, Decision by the Governing Body to Deny an Appeal by the Old Santa Fe Association, Appeal # 2026-12028-APPL, of the Planning Commission's Decision to Approve a Development Plan for a Four-Story, 150-Room Marriott Hotel at 1000, 1101 and 1103 Cerrillos Road. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

Committee Review:
Governing Body: 07/29/2026

m. CONSIDERATION OF RESOLUTION NO. 2026-__(Councilor Paul Bustamante and Councilor Patricia Feghali)
A Resolution Adopting the City of Santa Fe's ("City's") Regional Annual Transit Service Plan for Fiscal Year 2027; Accepting the North Central Regional Transit District's ("NCRTD's") Fiscal Year 2027 Proposed Funding of Regional Services Provided by the City of Santa Fe $1,421,890; and Approving the Submission of the City's Regional Annual Transit Service Plan for Fiscal Year 2027 to the NCRTD's Board of Directors for Approval. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/29/2026
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

10. Action Items: Discussion Agenda

a. Request for Approval of a Goods and Services Contract With Axon Enterprises, Inc, for the Purchase of the Drone as First Responder Program in the Total Amount of $2,168,020 until June 30, 2031. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $433,604 from the General Fund Reserves to the Inventory Exempt Equipment for FY27.

Committee Review:
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-__ . (Mayor Michael Garcia, Councilor Paul Bustamante, Councilor Jamie Cassutt, Councilor Amanda Chavez, Councilor Lee Garcia, Councilor Elizabeth Barrett, Councilor Pilar Faulkner)
A Resolution Proposing Four Ballot Questions to Be Submitted to the City of Santa Fe Voters at the November 3, 2026 General Election Relating to the Issuance of General Obligation Bonds: (1) up to $11,250,000 for Citywide Street, Sidewalk, Curb-ramp, and Pedestrian Accessibility Improvements; (2) up to $4,500,000 for Municipal Recreation Complex Soccer Valley Improvements; (3) up to $4,250,000 for Swan Park Splash Pad and Related Improvements; and (4) up to $5,000,000 for Midtown Capital Improvements; for a Total Maximum Principal Amount of $25,000,000 to Be Repaid from Property Taxes. (Sam Burnett, Public Works Directoer; jsburnett@santafenm.gov)

Committee Review:
Finance Committee (Introduced): 08/10/2026 (INTRODUCED PER PROCEDURAL RULE Section (IV)(A)(1))
Governing Body: 08/12/2026

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Meetings Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in which the City is or may Become a Participant Including but not Limited to *Jeffrey Hurtado, v. City of Santa Fe*, et al., D-101-CV-2025-00757, and Subpart (H)(8), Meetings for the Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City. (Marcos Martinez, City Attorney; mdmartinez@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2026-__. (Mayor Michael Garcia, Councilor Paul Bustamante)
    A Resolution Suspending the Annual Fishing Derby in Santa Fe River; Approving a Children's Fishing Derby Event on City Property in Nichols Reservoir on September 26th, 2026; and Directing the City Manager and Designated City Staff to Take the Necessary Steps to Organize the Event. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 08/12/2026
    Public Works and Utilities Committee: 08/17/2026
    Quality of Life Committee: 08/19/2026
    Finance Committee: 08/24/2026
    Governing Body: 08/26/2026

17. Petitions from the Floor

    a. Public Comment

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

    a. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO.

2026-___. (Councilor Alma Castro and Councilor Paul Bustamante)
A Bill Amending the City of Santa Fe's Public Campaign Finance Code, Chapter 9-3 SFCC 1987, to Increase the Amount of Funding Available for Publicly Financed Candidates for Municipal Office; Increasing the Funding Amounts for City Council, Municipal Judge, and Mayoral Candidates; Repealing Section 9-3.12 SFCC 1987, Qualified Small Contributions; and Repealing Section 9-3.13 SFCC 1987, Additional Reports of Qualified Small Contributions; Additional Matching Payments from the Fund. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/29/2026
Governing Body (Public Comment): 08/12/2026
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia, Councilor Alma Castro, Councilor Pilar Faulkner, and Councilor Lee Garcia)
    A Bill Relating to the Santa Fe Homes Program and Requirements for Rental Units; Amending Section 26-1.22 to Make Certain Technical Changes, to Clarify the Calculation of Fees Paid in Lieu of Providing On-Site Affordable Units, to Amend the Fee-in-Lieu Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

    Committee Review:
    Governing Body (Introduction): 05/27/2026
    Governing Body (Public Comment): 06/10/2026
    Quality of Life Committee 06/17/2026 (POSTPONED TO A DATE CERTAIN - QUALITY OF LIFE COMMITTEE 07/01/2025)
    Finance Committee: 06/22/2026 (POSTPONED TO 07/06/2026)
    Governing Body (Public Hearing): 07/08/2026 (POSTPONED TO 07/29/2026)
    Quality of Life Committee: 07/01/2026
    Finance Committee: 07/06/2026 (POSTPONED TO 07/27/2026)
    Governing Body (Public Hearing): 07/29/2026 (POSTPONED FOR NOTICING)
    Finance Committee: 07/27/2026
    Governing Body (Public Hearing): 08/12/2026

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

21. Appointments

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, AUGUST 12, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:02 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Feghali**	**3**
3.	**Salute to the NM Flag**	**Councilor Bustamante**	**3**
4.	**Invocation and Remembrances**	**Councilor Faulkner**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**	**None**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-7**
11.	**Matters from the City Manager**	**Heard**	**7**
12.	**Matters from the City Attorney**	**Heard**	**7**
	a. Executive Session	**Held**	**7-8**
13.	**Executive Session Action Items**	**None**	**8**
14.	**Matters from the City Clerk**	**Heard**	**8**
15.	**Comm. from the Gov. Body**	**Heard**	**8**
16.	**Introduction of Legislation**		
	a. Resolution No. 2026-_____	**Introduced**	**8-9**
17.	**Petitions From the Floor**	**Heard**	**9**
10.	**Action items: Discussion Agenda**		

	a. Axon Contract	**Approved**	**9-10**
	b. Resolution No. 2026-_____	**Approved**	**10**
18.	**Public Comment on Bills**		
	a. Bill No. 2026-13	**Approved**	**10-11**
19.	**Final Action on Legislation**		
	a. Bill No. 2026-11	**Postponed**	**11-12**
20.	**Public Hearings**	**None**	**12**
21.	**Appointments**	**None**	**12**
22.	**Adjourn**	**Adjourned at 9:30 pm**	**12-13**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, AUGUST 12, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:02 pm, on Wednesday, August 12, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR FEGHALI

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR BUSTAMANTE

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR FAULKNER

Given.

5. ROLL CALL

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

OTHERS PRESENT
Brian Moya, Interim City Manager, virtually
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk
Xavier Vigil, Assistant City Clerk

6. APPROVAL OF AGENDA

Councilor Castro asked to move item 10 (A) and (B) to after public comment.

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

VOTE The motion passed on a roll call vote as follows

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

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Castro, seconded by Councilor Feghali, to approve the Consent Agenda as presented.

VOTE The motion passed on a roll call vote as follows

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

8. PRESENTATIONS

None.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE JULY 29, 2026, REGULAR GOVERNING BODY MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF THE LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM SANTA FE

BREWING CO. FOR A WAIVER OF THE 300-FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW DISPENSING/CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SANTA FE CHILDREN'S MUSEUM, LOCATED AT 1050 OLD PECOS TRAIL, WHICH IS WITHIN 300 FEET OF ST. JOHN'S METHODIST CHURCH, 1200 OLD PECOS TRAIL, SANTA FE.

1. **PURSUANT TO SECTION 60-6B-10 NMSA 1978, A REQUEST FROM SANTA FE BREWING CO. FOR A WAIVER OF THE 300-FOOT LOCATION RESTRICTION HAS BEEN SUBMITTED TO ALLOW THE DISPENSING/CONSUMPTION OF ALCOHOL AT THE BRICKS AND BREWS SPONSORED BY SANTA FE CHILDREN'S MUSEUM, WHICH WILL BE HELD ON FRIDAY, AUGUST 28, 2026, WITH ALCOHOL SERVICE FROM 6:00 PM TO 8:30 PM.**

Approved on consent.

C. REQUEST FOR APPROVAL OF A PUBLIC CELEBRATION PERMIT APPLICATION FROM SANTA FE BREWING CO. TO ALLOW THE DISPENSING/CONSUMPTION OF BEER, WINE, AND CIDER AT THE 102ND ANNUAL BURNING OF ZOZOBRA, TO BE HELD ON FRIDAY, SEPTEMBER 4, 2026, WITH ALCOHOL SERVICE FROM 4:30 PM TO 9:15 PM IN TWO BEER GARDENS ONE LOCATED IN MAGERS FIELD AND ONE AT FORT MARCY PARK, 490 BISHOPS LODGE ROAD, SANTA FE, WHICH ARE LOCATED ON CITY PROPERTY, WITH AN EXPECTED 50,000 ATTENDEES, PURSUANT TO SFCC 1978 Section 23-6.2 C AND CONSISTENT WITH NMSA 1978, SECTION 60-6A-12.

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO ITEM #22-0259 WITH ROUTEWARE, INC. TO INCREASE COMPENSATION BY $392,642.68 FOR A NEW TOTAL AMOUNT OF $940,323.09 FOR SOFTWARE-AS-A-SERVICE (SAAS) AND FLEET TECHNOLOGY SOLUTIONS FOR WASTE MANAGEMENT AND RECYCLING INDUSTRY.

Approved on consent.

E. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $6,000,000 FROM WATER ENTERPRISE CASH FUND TO THE WATER WIP CONSTRUCTION

FOR ON-CALL CONSTRUCTION SERVICES FOR SUB SURFACE CONTRACTING, INC.

Approved on consent.

F. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $155,390 FROM UNANTICIPATED GRT/ONE-TIME FUNDS FOR THE SOUTHSIDE LIBRARY OPERATIONS TO OPEN THE SOUTHSIDE LIBRARY ON SUNDAYS.

Approved on consent.

G. REQUEST FOR APPROVAL OF THE PURCHASE OF 24 POLICE VEHICLES INCLUDING EQUIPMENT AND LABOR COSTS ASSOCIATED WITH EACH VEHICLE IN THE TOTAL AMOUNT $2,209,187.75 FROM CHALMERS FORD, MHQ, AND CODE 3 SERVICE LLC.

Approved on consent.

H. REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO ITEM #23-0551 MEMORANDUM OF UNDERSTANDING WITH SANTA FE COUNTY TO INCREASE THE COMPENSATION BY $20,000 FOR A NEW TOTAL AMOUNT OF $245,000 FOR LOCAL LDWI GRANT FUNDS.

Approved on consent.

I. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $750,000 WITH $500,000 FROM LODGERS TAX FUND AND $250,000 FROM THE GENERAL FUND TO SALARIES AND BENEFITS FOR NEW POSITIONS WITHIN THE POLICE DEPARTMENT.

Approved on consent.

J. REQUEST FOR APPROVAL OF COOPERATIVE GRANT AGREEMENT WITH NEW MEXICO TOURISM DEPARTMENT FOR MARKETING IN THE TOTAL AMOUNT OF $259,527 THROUGH JUNE 30, 2027.

1. REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT REQUEST (BAR) TO ALLOCATE FUNDS IN THE AMOUNT OF $64,455 FOR THE MARKETING COOPERATIVE AGREEMENT.

Approved on consent.

K. REQUEST FOR APPROVAL OF A PUBLIC FIREWORKS DISPLAY PERMIT SUBMITTED BY THE KIWANIS CLUB OF SANTA FE FOR THE 102ND ANNUAL BURNING OF ZOZOBRA ON SEPTEMBER 4, 2026.

Approved on consent.

L. REQUEST FOR APPROVAL OF REVISED FINDINGS OF FACT AND CONCLUSIONS OF LAW REFLECTING THE JUNE 25, 2026, DECISION BY THE GOVERNING BODY TO DENY AN APPEAL BY THE OLD SANTA FE ASSOCIATION, APPEAL #2026-12028-APPL, OF THE PLANNING COMMISSION'S DECISION TO APPROVE A DEVELOPMENT PLAN FOR A FOUR-STORY, 150-ROOM MARRIOTT HOTEL AT 1000, 1101 AND 1103 CERRILLOS ROAD.

Approved on consent.

M. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S ("CITY'S") REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2027; ACCEPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S ("NCRTD'S") FISCAL YEAR 2027 PROPOSED FUNDING OF REGIONAL SERVCIES PROVIDED BY THE CITY OF SANTA FE $1,421,890; AND APPROVING THE SUBMISSION OF THE CITY'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2027 TO THE NCRTD'S BOARD OF DIRECTORS FOR APPROVAL.

Approved on consent.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Mr. Martinez recommended that the City Council enter into Executive Session to hear the matters as noticed in the agenda.

A. EXECUTIVE SESSION
IN ACCORDANCE WITH THE OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(7), MEETINGS SUBJECT TO THE

ATTORNEY-CLIENT PRIVILEGE PERTAINING TO THREATENED OR PENDING LITIGATION IN WHICH THE CITY IS OR MAY BECOME A PARTICIPANT INCLUDING BUT NOT LIMITED TO *JEFFREY HURTADO, V CITY OF SANTA FE, ET AL.,* D-101-CV-2025-00757, AND SUBPART (H)(8), MEETINGS FOR THE DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE CITY.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to enter into Executive Session in accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), and Subpart (H)(8).

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

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

The Governing Body entered into Executive Session at 5:13 pm.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to reconvene in open session and that the only items discussed during the Executive Session were those listed on the agenda.

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

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

The Governing Body reconvened in open session at 6:22 pm.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION SUSPENDING THE ANNUAL FISHING DERBY IN SANTA FE RIVER; APPROVING A CHILDREN'S FISHING DERBY EVENT ON CITY PROPERTY IN NICHOLS RESERVOIR ON SEPTEMBER 26, 2026; AND DIRECTING THE CITY MANAGER AND DESIGNATED CITY STAFF TO TAKE THE NECESSARY STEPS TO ORGANIZE THE EVENT.

Introduced.

17. PETITIONS FROM THE FLOOR

Madison Figuero. Ms. Figuero asked the Council to oppose all pit production at LANL and to stop any expansion of LANL in the City of Santa Fe.

Ella Katz. Ms. Katz asked the Council to oppose the nuclear weapons industry in New Mexico.

Winston DeLoria. Mr. DeLoria support Resolution against further plutonium production at the labs.

No Name Given. He spoke about the Council and Mayor not caring about the people and against the use of drones.

Daniel Fisher. Mr. Fisher spoke about crime and lack of enforcement due to relationships with people in authority and that the Mayor will not meet with him.

Lisal Foust. District 2. Ms. Foust spoke against the drone contract.

Robert Weager. Mr. Weager spoke against the drone contract.

Dillion Schwegal. Mr. Schwegal spoke against the drone contract.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR APPROVAL OF A GOODS AND SERVICES CONTRACT WITH AXON ENTERPRISES, INC, FOR THE PURCHASE OF THE DRONE AS FIRST RESPONDER PROGRAM IN THE TOTAL AMOUNT OF $2,168,020 UNTIL JUNE 30, 2031.

1. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $433,604 FROM THE GENERAL FUND RESERVES TO THE INVENTORY EXEMPT EQUIPMENT FOR FY27.

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

VOTE The motion passed on a roll call vote of 6 yes, 2 no, as follows:

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

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION PROPOSING FOUR BALLOT QUESTIONS TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS AT THE NOVEMBER 3, 2026 GENERAL ELECTION RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS: (1) UP TO $11,250,000 FOR CITYWIDE STREET, SIDEWALK, CURB-RAMP, AND PEDESTRIAN ACCESSIBILITY IMPROVEMENTS; (2) UP TO $4,500,000 FOR MUNICIPAL RECREATION COMPLEX SOCCER VALLEY IMPROVEMENTS; (3) UP TO $4,250,000 FOR SWAN PARK SPLASH PAD AND RELATED IMPROVEMENTS; AND (4) UP TO $5,000,000 FOR MIDTOWN CAPITAL IMPROVEMENTS; FOR A TOTAL MAXIMUM PRINCIPAL AMOUNT OF $25,000,000 TO E REPAID FROM PROPERTY TAXES.

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

VOTE The motion passed on a roll call vote of 6 yes, 2 no, as follows:

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

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

A. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AMENDING THE CITY OF SANTA FE'S PUBLIC CAMPAIGN FINANCE CODE, CHAPTER 9-3

SFCC 1987, TO INCREASE THE AMOUNT OF FUNDING AVAILABLE FOR PUBLICLY FINANCED CANDIDATES FOR MUNICIPAL OFFICE; INCREASING THE FUNDING AMOUNTS FOR CITY COUNCIL, MUNICIPAL JUDGE; AND MAYORAL CANDIDATES; REPEALING SECTION 9-3.12 SFCC 1987, QUALIFIED SMALL CONTRIBUTIONS; AND REPEALING SECTION 9-3.13 SFCC 1987, ADDITIONAL REPORTS OF QUALIFIED SMALL CONTRIBUTIONS; ADDITIONAL MATCHING PAYMENTS FROM THE FUND.

There were no comments made.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF PROVIDING ON-SITE AFFORDABLE UNITS, TO AMEND THE FEE IN LIEU OF CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

Mayor Garcia opened the public hearing.

Pelican Lee. Ms. Lee spoke in support of the Bill saying that the best outcome of this Bill will be more housing build for people under 30% AMI.

Allen Lesick - Apartment Rental Association. Mr. Lesick spoke in opposition to the Bill and asked for a more moderate increase.

Stephanie Beninato. Ms. Beninato spoke in support of the Bill and agreed with the first speaker.

Russell Brott. Mr. Brott spoke in opposition to the Bill and asked for additional analysis before the Bill is considered.

Jordan Young. Ms. Young spoke in opposition to the Bill and supported what Mr. Brott said.

Rick Martinez. Mr. Martinez spoke in support of the Bill.

Brandon Vella. Mr. Vella spoke in opposition to the Bill and expressed his

displeasure of the current disbursement of funds from the Affordable Housing Trust Fund.

Mayor Garcia closed the Public Hearing.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve Bill No. 2026-11.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to move Amendment A to the Bill.

WITHDRAWAL OF MOTION Councilor Cassutt withdrew her motion to move Amendment A. Councilor Faulkner withdrew her second to the motion to move Amendment A.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Chavez, to move Amendment B to the Bill.

VOTE The motion passed on a roll call vote of 5 yes, 3 no, as follows:

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

The City Attorney determined that the amendment changed the caption which requires that the Bill be noticed with the amended content per State law. The notice must take place as least two weeks prior to voting on the Bill.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, to postpone the action on Bill No. 2026-11 as amended to the September 9th Governing Body meeting.

VOTE The motion passed on a roll call vote of 7 yes, 1 no, as follows:

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

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

None.

21. APPOINTMENTS

None.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:30 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Xavier Vigil, Assistant City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
August 12, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on August 12, 2026, beginning at 5:17 p.m.

The following was discussed:

In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Meetings Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in which the City is or may Become a Participant Including but not Limited to *Jeffrey Hurtado, v. City of Santa Fe*, et al., D-101-CV-2025-00757, and Subpart (H)(8), Meetings for the Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City. (Marcos D. Martinez, City Attorney; mdmartinez@santafenm.gov)

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

NOT PRESENT

STAFF PRESENT
Brian Moya, Interim City Manager (Virtual)
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk
Xavier Vigil, Assistant City Clerk
Fernando Palomares, Outside Counsel (Virtual)
Barry Berenberg, Outside Counsel (Virtual)

There being no further business to discuss, the executive session was adjourned at 6:19 p.m.

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

_____
Xavier Vigil, Assistant City Clerk

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: BLA-0000020640
Name of Applicant: Versos, LLC.
Doing Business As Versos
Proposed Location: 105 Marcy Street, Suite B, Santa Fe, New Mexico 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **August, 20, 2026** at 4:00 PM by video hearing, on the application of **Versos, LLC** (Applicant) for:

1. Request from Versos, LLC for a Restaurant B (Beer, Wine & Spirits) Liquor License with on-site premises consumption only to be located at Versos, 105 Marcy St., Suite B., Santa Fe, NM 87501.

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

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

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

FINDINGS OF FACT

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

    a. August 13, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. July 8, 2026 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Restaurant B Intake Application.
    d. April 7, 2026 Letter from Stephanie Perea, Land Use Planner verifying that the location is zoned BCD (Business Capitol District and is within the Marcy Subdistrict and lies within the Downtown and Eastside Overlay District.

e. Premises map.
f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
g. Application supplemental information.
h. City checklist per Ordinance 4-4.3.
i. Staff Verification Form & Applicant Supplemental Info.
j. August 13, 2026 letter from Jason D. Sena, Enforcement Division Manager, stating it is not anticipated that there will be a substantial change in litter and noise because of this request.
k. Versos Assessment letter.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Celina Montano.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on July 22 and July 29, 2026 and on the City's website.
6. The application is for:
    a. Restaurant B (Beer, Wine & Spirits) Liquor License with on-site premises consumption only to be located at Versos, 105 Marcy St., Suite B., Santa Fe, NM 87501.
7. There is no record of violations.
8. The location is expected to be open Thursday to Tuesday, 8:00am to 10:00pm.
9. The location is expected to serve an additional 60 customers per day for dinner service.
10. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
11. The proposed location is not expected to cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).

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

CONDITIONS OF APPROVAL

1. Applicant is required to obtain all necessary permits and licenses and comply with all Fire, Building and Land Use Code requirements.
2. Applicant is required to comply with all City of Santa Fe ordinances.

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

/s/ Renee Barela-Gutierrez Date: 08/20/2026
Renee Barela-Gutierrez

City of Santa Fe

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

Memorandum

DATE: August 13, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Versos, LLC regarding a Restaurant B (Beer, Wine, & Spirits) Liquor License with on-premises consumption only to be located at Versos, 105 Marcy St. Suite B, Santa Fe, NM 87501.

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

As a condition of approval staff is recommending that it be noted that the applicant will be required to obtain all necessary permits and licenses and comply with all Fire, Building and Land Use Code requirements prior to issuance of the City Liquor License.

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

ACTION REQUESTED:
Consideration of the above request

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

July 8, 2026

Certified Mail No.: 7021 2720 0001 2204 7146

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

Lic. No. /Appl. No.:	**BLA-0000020640**
Name of Applicant:	Versos, LLC
Doing Business As:	Versos
Proposed Location:	105 Marcy Street, Suite B, Santa Fe, New Mexico 87501

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

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

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

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

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

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

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

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;
ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING RESTAURANT B (BEER, WINE AND SPIRITS) LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

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

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

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

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

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000020640

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Versos LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX0150
State Tax ID Number: XX-XXXXX4-00-0
Business Email: versosllc.restbar@gmail.com
Business Phone: 5054790731

Contact Person Information

Contact Person Name: Celina
Contact Person Phone: 5059177601
Contact Person Email: versosllc.restbar@gmail.com

Business Mailing Address

Mailing Street: 105 E Marcy st suite B
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87501
Mailing Country: US

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

Premises Information

Premises DBA

Premises Doing Business As (DBA):Versos

Proposed Premises Physical Address

Physical Street: 105 Marcy St Suite B
Physical City: Santa Fe
Physical Zip Code: 87501
Physical State: New Mexico
Physical County: Santa Fe
Local Option District: Santa Fe City
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Henderson Holdings LLC is under contract to purchase the property comprising 105 E Marcy st which is owned by DCC Ltd. Co a New Mexico limited liability company has authorized the Landlors use ans lease of said property.
Specify Date and Terms of Lease/Operating Agreement: Lease agreement effective March 22, 2024. The term of the Lease is for a period of 3 years. Landlord leased the premises for the purpose of serving food, beer, wine and spirits.

Zoning

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

Distance from nearest School

Name of School: Wood-Gormley Elementary School
School Street: 141 E Booth St
School City: Santa Fe
School State: New Mexico
School Zip Code: 87505
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000020640

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Distance from nearest Church

Name of Church: The Cathedral Basillica of St. Francis of Assisi
Church Street: 131 Cathedral Place
Church City: Santa Fe
Church State: New Mexico
Church Zip Code: 87501
Church Country: United States
Church Distance (in feet): More than 400 but less than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

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

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

Questions

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000020640

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

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

Attestation/Oath

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

Attestation Signature: Celina Montano

Date: 04/22/2026

Michael J. Garcia, Mayor

April 7, 2026

Celina Montano
Versos LLC
105 E Marcy Street
Suite B
Santa Fe, NM 87501

RE: Zoning Verification for 105 E Marcy Street, Suite B, Santa Fe, NM

Dear Ms. Montano,

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

14-3.3 Mixed-Use and Nonresidential Districts
C. Business-Capitol District
l. Purpose
The business-capitol district (BCD) is intended for a mixture of both residential and nonresidential land uses, designed to promote economic well-being while preserving the unique architecture, townscape, and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community, and historical identity in the district and the city.

3. Standards for Entire District
lll. Drive-In or Drive-Through Facilities
a. Drive-in or drive-through facilities are permitted as principal or accessory uses when traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in and drive-through facilities and structures are allowed in the following subdistricts:
1. Rosario Boulevard/Northwest Paseo de Peralta;
2. Sandoval/Montezuma; and
3. Cerrillos Road.
b. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

4. Townscape Subdistricts

City Council

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

I. Intent
The townscape subdistricts are intended to:
a. Preserve the overall aesthetic quality of the BCD;
b. Maintain diversity among the various subdistricts; and
c. Protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

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

17. Marcy
I. Design Objectives
a. Maintain street trees and stands of trees as dominant elements in the subdistrict;
b. Maintain avenue features, such as broad streets, planting strips, street trees and wide sidewalks;
c. Maintain a sense of openness to provide occasional view of the mountains;
d. Separate pedestrians from vehicles using planting strips and street trees while providing an enclosed space; and
e. Maintain the relationship between the height and mass of trees and the height and scale of buildings.

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

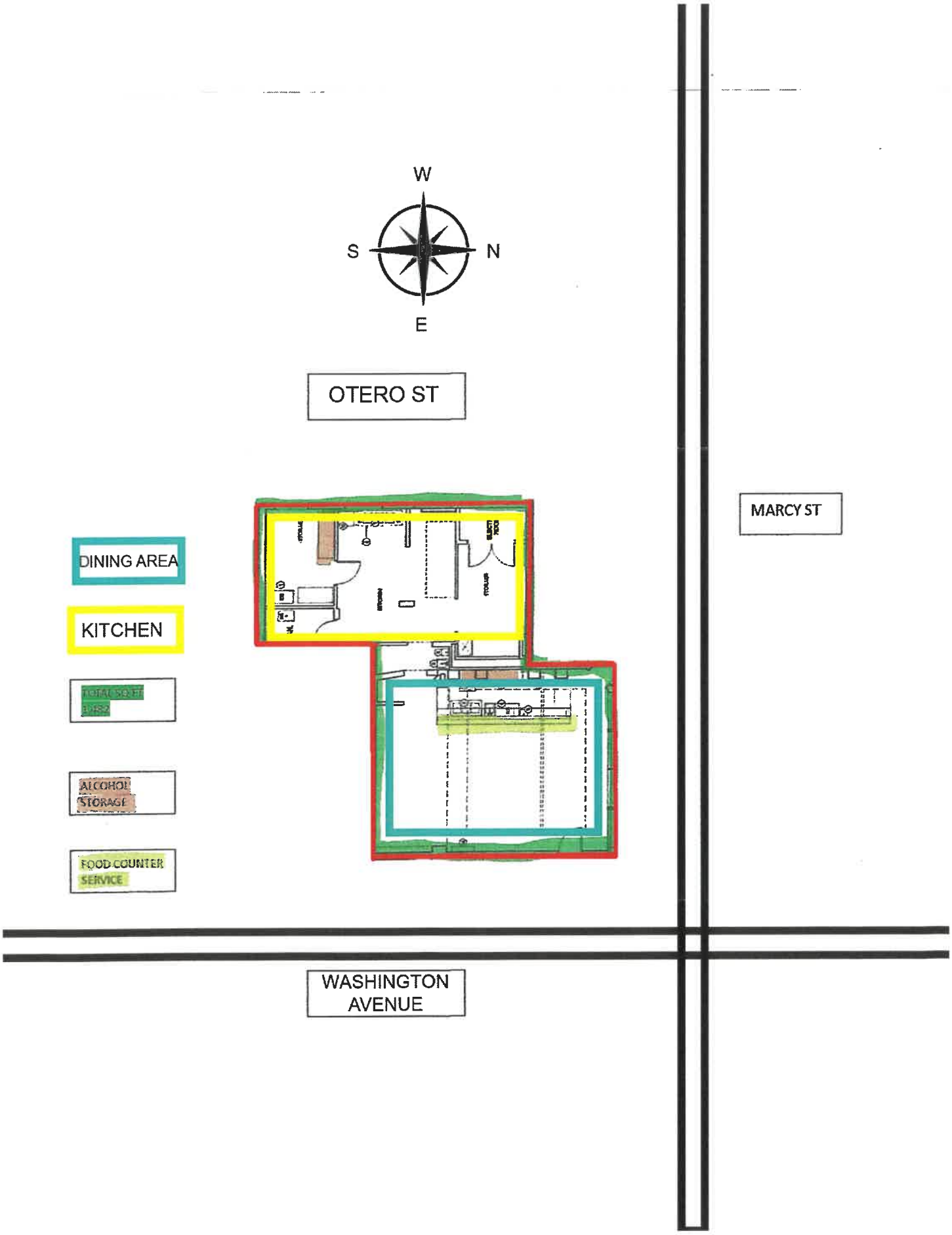
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-3 – Zoning Districts/14-5 Use Regulations) Ordinance 2025-25 - Updated Chapter 14 (Effective Date: January 1, 2026) All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

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

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

Stephanie Perea

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


W
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MARCY ST
DINING AREA
KITCHEN
TOTAL SQ FT
AREA
ALCOHOL
STORAGE
FOOD COUNTER
SERVICE
WASHINGTON
AVENUE

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, August 20, 2026.

The purpose of this hearing is to discuss a request from Versos, LLC for a Restaurant B (Beer, Wine, and Spirits) Liquor License with On Premises Consumption Only to be located at Versos, 105 Marcy St. Suite B.

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

Geralyn F. Cardenas
City Clerk

Received by The Santa Fe New Mexican
Date: 7/16/26

To Be Published: 7/22/2026
AND
7/29/2026

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

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

Ad Proof/ Order Confirmation/ Receipt Invoice

VERSOS
105 E Marcy St Ste B
Santa Fe NM, 87501-2083

505-917-7601

Tagline:	LEGAL #95579		
Account Number:	STV5		
Ad ID:	122666		
		Sales Rep:	Thomas Pacheco
Ordered By:	Celina Montano	**Order Taken By:**	Thomas Pacheco
Ad Cost:	$89.30		
Tax Amount:	$7.32	**Payment**	$0.00
Total Amount:	$96.62	**Tagline:**	LEGAL #95579
Amount Due:	$96.62		
PO Number:			
Payment:	$0.00		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 4.380"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	114	**Color:**	

Run Dates:

07/22/26, 07/29/26

LEGAL #95579

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, August 20, 2026.

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

/s/ Geralyn F. Cardenas
Geralyn F. Cardenas
City Clerk

PUB.: July 22, 29, 2026

Michael J. Garcia, Mayor

VIA EMAIL: versosllc.restbar@gmail.com

08/10/2026

Versos, LLC
105 Marcy St. Suite B
Santa Fe, New Mexico 87501

RE: Request from Versos, LLC. for a Restaurant B (Beer, Wine, & Spirits) Liquor License with on premises consumption only to be located at Versos 105 Marcy St. Suite B, Santa Fe, NM 87501.

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above referenced request has been scheduled for Thursday, August 20, 2026, at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their August 26, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

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

Sincerely,

Geralyn F. Cardenas
City Clerk

ema

City Council

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

Applicant: Versos, LLC (Celina Montano (505) 917-7601) **Proposed Location**: 105 E. Marcy St. Suite B

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License #242849.

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

Code Enforcement Department

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

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

*Note: N/A

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

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: Aug 12, 2026

Traffic Engineering Department

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

*Note: N/A

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

Verification Completed By: MARCOS ESQUIBEL

Title: Interim Complete Streets Division Director

Date: Aug 12, 2026

City of Santa Fe Fire Department

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

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

*Note: Fire Inspector II Jon Schaumburg performed this inspection on June 14, 2026 for approval and passed inspection#2025-51402

Fire Inspector II Jon Schaumburg performed this inspection on June 14, 2026 for approval and passed inspection#2025-51402

Verification Completed By: GERONIMO GRIEGO (Jul 27, 2026 14:21:26 MDT)

Title: Fire Marshal

Date: Jul 27, 2026

Applicant Supplemental Information Form

1. **Name of Applicant**: Celina Montano

   D/B/A Name to be used: Versos, LLC

   Proposed License Location: 105 E Marcy st Suite B, Santa Fe, New Mexico 87507

   Telephone number: 505-917-7601

   Email: Versosllc.restbar@gmail.com

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

   ☑ New License (indicate type: Restaurant B. Beer, Wine, and Spirits liquor license)

   ☐ Transfer of location (indicate type: _____)

   ☐ Transfer of ownership (indicate type: _____)

   ☐ Transfer of ownership and location (indicate type: _____)

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

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

   ☑ No

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

   ☐ Yes (If yes, License # and address where alcohol was being dispensed: _____

   _____)

   ☑ No

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

   ☐ Yes (If yes, please explain: _____

   _____.)

   ☑ No

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

   Current/Previous Hours of Operation: 8am to 3pm Thursday to Tuesday

   Proposed Hours of Operation: 8am to 10pm Thursday to Tuesday

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

   ☐ Yes (If yes, is the area fully enclosed? ☐ Yes ☐ No)

   ☑ No

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

What days? Fridays, Saturday and Sunday.

What times? 6pm to 10pm.

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

☑ Yes (If yes, what is your License #? 242849)

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

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

☑ Yes (If yes, what is your occupant load issued for your business? 52)

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

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

☑ Yes (If yes, what is the date the Certificate was issued? March 17, 2026)

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

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

50 max.

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

☑ Business is expected to increase (additional number of customers per day: 60).

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

☐ Business is expected to remain the same.

* Please explain your answer: Im currently open only for breakfast and lunch, once I obtained the liquor license, dinner services will be offer.

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

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

* Please explain your answer: Next door we have a as neighbor a restaurant serving dinner and clients are familiar with the limited street parking around the bulding.

Name of person completing this form: Celina Montano

Telephone number: 505-917-7601

Date: July, 16th 2026

Staff Verification Form & Applicant Supplemental Info - Versos, LLC

Final Audit Report 2026-08-12

Created:	2026-07-27
By:	EMILY ARAGON (emaragon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwNBS1RM5JUp4BPDgpVH6y9x9TVO81DZm
Documents:	Staff Verification Form & Applicant Supplemental Info - Versos, LLC.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"Staff Verification Form & Applicant Supplemental Info - Versos, LLC" History

Document created by EMILY ARAGON (emaragon@santafenm.gov)
2026-07-27 - 6:30:10 PM GMT- IP address: 63.232.20.2

Document emailed to GERONIMO GRIEGO (gggriego@santafenm.gov) for signature
2026-07-27 - 6:31:21 PM GMT

Email viewed by GERONIMO GRIEGO (gggriego@santafenm.gov)
2026-07-27 - 6:44:08 PM GMT- IP address: 104.47.64.254

Document e-signed by GERONIMO GRIEGO (gggriego@santafenm.gov)
Signature Date: 2026-07-27 - 8:21:26 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Document emailed to Jason Sena (jdsena@santafenm.gov) for signature
2026-07-27 - 8:21:28 PM GMT

Email viewed by Jason Sena (jdsena@santafenm.gov)
2026-08-02 - 8:25:01 PM GMT- IP address: 62.10.205.18

Email viewed by Jason Sena (jdsena@santafenm.gov)
2026-08-12 - 10:11:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Jason Sena (jdsena@santafenm.gov)

Signature Date: 2026-08-12 - 10:11:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to MARCOS ESQUIBEL (mpesquibel@santafenm.gov) for signature

2026-08-12 - 10:11:51 PM GMT

Email viewed by MARCOS ESQUIBEL (mpesquibel@santafenm.gov)

2026-08-12 - 10:12:20 PM GMT- IP address: 63.232.20.2

Document e-signed by MARCOS ESQUIBEL (mpesquibel@santafenm.gov)

Signature Date: 2026-08-12 - 10:14:35 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-12 - 10:14:35 PM GMT

DATE: August 13, 2026

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

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

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

a) The purpose of this hearing is to discuss a request from Versos, LLC for a Restaurant 8 (Beer, Wine, and Spirits) Liquor License with On Premises Consumption Only to be located at Versos, 105 Marcy St. Suite 8.

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

Signature: Maggie Moore
Maggie Moore (Feb 9, 2026 07:50:48 MST)

Email: mrmoore@santafenm.gov

Signature: MAGGIE MOORE

Email: mrmoore@santafenm.gov

Versos Assessment Letter (1)

Final Audit Report 2026-08-14

Created:	2026-08-14
By:	Jason Sena (jdsena@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj-g2U0VH_TsafIbuAp4t-uaQr-D88XGV
Documents:	Lotus Flower Assessment Letter (1).pdf (3 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Versos Assessment Letter (1)" History

Document created by Jason Sena (jdsena@santafenm.gov)
2026-08-14 - 9:27:58 PM GMT- IP address: 63.232.20.2

Document emailed to MARGARET MOORE (mrmoore@santafenm.gov) for signature
2026-08-14 - 9:28:26 PM GMT

Email viewed by MARGARET MOORE (mrmoore@santafenm.gov)
2026-08-14 - 9:40:33 PM GMT- IP address: 63.232.20.2

Document e-signed by MARGARET MOORE (mrmoore@santafenm.gov)
Signature Date: 2026-08-14 - 9:41:32 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-14 - 9:41:32 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: July 9, 2026

To: Governing Body

From: Marcos Esquibel, Interim Streets Division Director MARCOS ESQUIBEL

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Jul 20, 2026 06:19:15 MDT)
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (Jul 13, 2026 13:50:34 MDT)

Subject: Capital Appropriation Agreement Project 25-J2492-1 Siringo Road

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ACTION:
Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J2492-1 for Improvements to Siringo Road Between St. Francis and Boltuph Road in the Total Amount of $800,000 with a Reversion Date of June 30, 2028. (Marcos Esquibel, Public Works, Interim Streets Director, mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate $800,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Outlay Project 25-J2492-1 in the amount of $800,000 "…to provide urgent or emergency funding for infrastructure and equipment needs statewide: plan, design, and construct improvements to Siringo road between St. Francis and Boltuph Road to including but not limited to pavement, utilities, infrastructure, and landscaping in Santa Fe in Santa Fe County."

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

ATTACHMENTS:
Grant Agreement
PLID Form
BAR

ERIKA LUJAN
ERIKA LUJAN (Jul 22, 2026 15:36:02 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

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

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 54, Paragraph 5, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2492-1** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 54, Paragraph 5, Eight Hundred Thousand Dollars and Zero Cents, $800,000.00, to provide urgent or emergency funding for infrastructure and equipment needs statewide: plan, design, and construct improvements to Siringo road betweenSt. Francis and Boltuph Road to including but not limited to pavement,utilities, infrastructure, and landscaping in Santa Fe in Santa Fe County..

B. Grantee's total reimbursements shall not exceed $800,000.00 Eight Hundred Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero, which equals $800,000.00 Eight Hundred Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

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

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

Grantee: City of Santa Fe
Name: Andrea Phillips
Title: Deputy City Manager / Finance Director
Address: P.O. Box 909, Santa Fe NM 87504
Email: akphillips@santafenm.gov

Telephone: 505-955-6337

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: DanielN.Catanach@dfa.nm.gov
Telephone: 505-231-6090

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

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

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

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

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

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

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

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

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

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

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

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

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

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

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

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

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

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

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

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

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

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

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

_____ _____

Signature Date

Chief Financial Officer or Designee:

_____ _____

Signature Date

Local Government Division Director or Designee:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____ _____

Signature Date

APPROVED BY GRANTEE:

City of Santa Fe
Entity Name

Official with Authority to Bind Grantee:

Clerk Attestation

Signature

Michael Garcia
(Print Name)

Mayor
(Title)

Date

Fiscal Officer or Chief Financial Officer:

Monica Maestas Finance Director
Signature

Andrea Phillips
(Print Name)

Interim Finance Director
(Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (May 27, 2026 16:28:06 MDT)
Signature

Kevin L. Nault
(Print Name)

Assistant City Attorney
(Title)

May 27, 2026
Date

EXHIBIT A

Request for Payment Form and Certification

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

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

A. Grantee: _____

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

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

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

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

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

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

IV. Certifications

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

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

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

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

(State Agency Use Only)

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

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

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

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

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

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

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

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

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

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

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

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

III. Purpose:

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

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data analysis from various sources.

IV. Use of Information:

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

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

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

V. Safeguarding Information:

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

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

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

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

25-J2492-1 Siringo Road Botulph to St Francis

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcWj3tMovwfRLRkaPsMxuymZNCSlpZOzq

"25-J2492-1 Siringo Road Botulph to St Francis" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-27 - 9:56:28 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2026-05-27 - 9:57:20 PM GMT

Email viewed by klnault@santafenm.gov
2026-05-27 - 10:26:48 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2026-05-27 - 10:28:04 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-05-27 - 10:28:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-27 - 10:28:06 PM GMT

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 05/29/2026

Project Title: Siringo Road

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2633005

Grant ID: S2656

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jun 1, 2026 08:36:44 MDT)

CMT (Finance Use Only)

Department: Public Works - Streets Project Manager: Marcos Esquibel Ext: 2408

Project Date Range: 05/18/2026 to 06/30/2028 ☐ Create Fixed Asset

---

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

Funding Source: DFA 25-J2492-1 % of Funding: 100%

MUNIS ORG: 3309980 MUNIS OBJ: 490210 Awarded Amount: $800,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

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

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

Phase: WIP Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDFA 25-J2492-1 Awarded Amount: $800,000

AR Charge Code: 3309980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets	5/22/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Siringo Road	3309980	572970	CIP2633005	800,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA 25-J2492-1	3309980	490210	CIP2633005	(800,000)	
				$ -	$ -

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

NM DFA grant award 25-J2492-1 for for Improvements to Siringo Road in the total amount of $800,000. Reversion 6/30/2028.

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

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

Troy Bernal — 5/22/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (Jul 13, 2026 13:50:34 MDT)
Business Operations Manager Signature *{optional}* — Date

JOHN BURNETT (Jul 20, 2026 06:19:15 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andrew J. Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

25-J2492-1 Siringo Road GB Packet.

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	Troy Bernal (tdbernal@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACCIVduKZkwjja0J7Ihp3wFhHbsjKJhQb
Documents:	25-J2492-1 Siringo Road GB Packet..pdf (27 pages)
Number of Documents:	1
Document page count:	27
Number of supporting files:	0
Supporting files page count:	0

"25-J2492-1 Siringo Road GB Packet." History

Document created by Troy Bernal (tdbernal@santafenm.gov)
2026-07-29 - 5:39:58 PM GMT- IP address: 63.232.20.2

Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-07-29 - 5:43:47 PM GMT

Email viewed by Monica Maestas (mfmaestas@santafenm.gov)
2026-07-29 - 5:52:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-07-29 - 5:52:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-29 - 5:52:28 PM GMT

Powered by Adobe Acrobat Sign

To: Finance Committee, Quality of Life, Governing Body

From: Carly Venditti, Deputy Director, Metropolitan Redevelopment Agency CAV

CC: Andrea Phillips, Deputy City Manager, Brian Moya, Interim City Manager BM

Date: August 6, 2026

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that parcel K-1b, property at the Midtown Site is available for sale or lease to facilitate a Low-Income Housing Tax Credit project (LIHTC) through real estate consultant Jones Lang LaSalle.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer is Tract K-1b within the Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until September 23, 2026, which may be extended at the City's sole discretion.

Tract K-1b was among those tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown

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

Plaza area (Tract N-1; Tract L-1b). the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or Tract O-1 under remediation by the New Mexico General Services Department (GSD) (Tract O-1).

Attachments:

- Exhibit A. Jones Lang LaSalle Offer Memorandum,
- Exhibit B. Lot Split Plat, 'Lot Split to create TRACTS K-1a and K-1b'
- Exhibit C. RESOLUTION NO. 2021-16

MIDTOWN

THE CENTER OF SANTA FE

Midtown Santa Fe

Parcel K-1B Offering Memorandum

August 12, 2026

The City of Santa Fe Metropolitan Redevelopment Agency presents a rare and compelling opportunity to shape the future of affordable housing in one of America's most culturally significant cities. The MRA is seeking a visionary development partner to deliver a transformative affordable housing community on Parcel K-1B within the Midtown District, a 64-acre mixed-use redevelopment that will serve as the vibrant heart of Santa Fe for generations to come.

This is a unique opportunity to create lasting social impact while participating in one of Santa Fe's most ambitious urban revitalization efforts. Located at the geographic center of Santa Fe, the Midtown District represents the City's commitment to building an inclusive, sustainable future that honors its past while embracing innovation.

Santa Fe Midtown District Overview

The Midtown Site is a 64-acre property located at the geographic center of Santa Fe at 1600 St. Michael's Drive. Once home to the College of Santa Fe and later the Santa Fe University of Art and Design, the site has served as a cultural, educational, and civic anchor in the community since its inception. Following the University's closure in 2018, the City of Santa Fe assumed ownership and launched a comprehensive planning process to reimagine the property.

Santa Fe Midtown District Planning Process

The city has developed and adopted the regulatory framework and the detailed community vision. The Master Plan Vision calls for a mixed-use district serving all residents, incorporating:

- Housing (including substantial affordable housing component)
- Employment centers
- Arts and culture venues
- Educational facilities
- Open space and recreation
- Civic institutions

A central objective is addressing Santa Fe's acute housing affordability challenges, including persistent shortages of quality rental housing affordable to low- and moderate-income households.

Parcel K-1B Overview

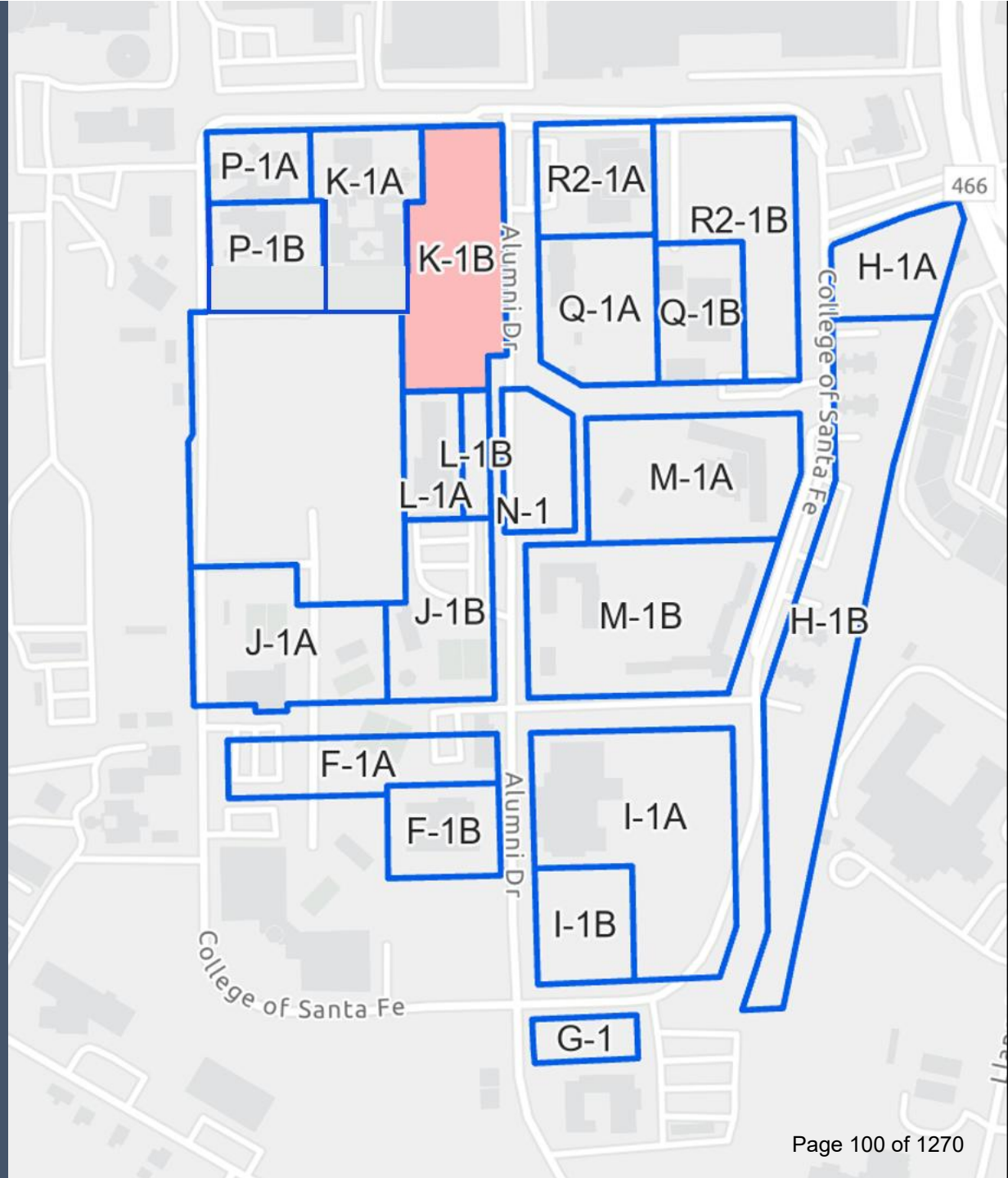
Parcel K-1B encompasses approximately 3.9 acres of City-owned land positioned within a mixed-use community designed to integrate housing, employment, arts, culture, education, and civic life. This site has served as an educational and cultural anchor for decades. Now, it stands ready for its next chapter: delivering quality, deeply affordable housing to the families, essential workers, and long-time residents who form the backbone of Santa Fe's community.

Parcel K-1B offers exceptional connectivity and compelling strategic advantages that position it for development success. The parcel benefits from strong physical and visual connections to established schools, diverse employment centers, transit corridors, and surrounding residential neighborhoods. This central location ensures that future residents will have convenient access to daily needs, employment opportunities, and community amenities—critical factors for affordable housing success and resident quality of life.

The site sits within the framework established by the Midtown Master Plan, which specifically designates this area for higher-density, mixed-income housing development. This supportive land use context removes many of the regulatory uncertainties that often complicate affordable housing development. Rather than fighting for density or seeking variances, developers will work within a plan explicitly designed to accommodate and encourage exactly the type of development this opportunity envisions..

Infrastructure and Integration

As part of the larger 64-acre Midtown redevelopment, Parcel K-1B will benefit from coordinated infrastructure planning and investment. The City is actively planning utilities, roadways, and supporting infrastructure as part of the comprehensive district transformation. While the developer will be responsible for site-specific planning, utility connections, and on-site improvements (to be negotiated in the Disposition and Development Agreement), these efforts will occur within a context of broader public investment and coordinated development phasing.



Parcel K-1B Site Characteristics

Location

Parcel K-1B is located at 1600 St. Michael's Drive, at the geographic center of Santa Fe within the 64-acre Midtown District. The site comprises approximately 2.50 acres or 108,900 square feet. Rather than serving as an isolated affordable housing site, this parcel will be an integral component of a vibrant mixed-use district, benefiting from coordinated public investment and surrounded by complementary uses.

Zoning

Parcel K-1B offers a land use framework specifically designed to facilitate higher-density affordable housing. The site is governed by the **Midtown Master Plan** and **Midtown Community Development Plan**, which support and prioritize mixed-income housing in this designated area.

The Midtown Local Innovation Corridor Overlay provides three critical advantages:

- Reduced development fees that improve project feasibility
- Expedited review timelines that compress schedules and reduce carrying costs
- Administrative development plan review for qualifying projects, providing predictability and speed

All entitlements will be pursued administratively per SFCC Chapter 14-3.8(B)9—no lengthy public hearings or unpredictable political processes. The developer remains responsible for obtaining required approvals and meeting Midtown design standards, but the pathway is streamlined and efficient.

Parcel K-1B Site Characteristics

Utilities

Utilities, roadways, and infrastructure are being planned as part of the larger Midtown redevelopment, providing context and support for individual developments. The developer will handle site-specific planning, utility connections, and on-site improvements (as negotiated), but these occur within a framework of coordinated public investment.

During the 18-month ENA Due Diligence Period, parties will negotiate terms for any public infrastructure improvements directly impacting the development, with agreed terms incorporated into the final Disposition and Development Agreement. This process provides clarity and certainty before binding financial commitments are made.

The developer must coordinate horizontal development activities with the City's infrastructure planning to ensure alignment with the Midtown Master Plan—creating a unified district rather than disconnected projects.

Parking

The City has eliminated minimum parking requirements for this affordable housing development. However, the developer retains responsibility for determining appropriate parking supply based on target resident demographics, transit accessibility, Midtown Master Plan objectives, market demand, and LIHTC requirements. The site's central location and strong transit connections support reduced parking ratios.

Housing Requirements

The City seeks a development that maximizes affordability while maintaining financial viability and design excellence. The program calls for new affordable rental housing utilizing Low-Income Housing Tax Credits (LIHTC) in conjunction with other funding sources to serve households earning at or below 80% of Area Median Income, with a strong preference for deeper affordability where feasible.

This project will provide a minimum 20-year affordability commitment, ensuring long-term housing security for Santa Fe's workforce and families through income certification, recorded covenants, land use restrictions, and lease protections. The development must embody the City's vision for equitable, sustainable growth—featuring 100% electric design with integrated photovoltaics, high-quality architecture that complements the Midtown aesthetic, and public art woven throughout the community to celebrate Santa Fe's renowned creative spirit.

Recognizing the critical importance of this project, the City of Santa Fe has assembled a comprehensive package of financial incentives, regulatory flexibility, and partnership support designed to enhance project feasibility and streamline development.

Housing Requirements

Financial Incentives:

- Discounted or waived development fees, including Impact Fees and Utility Extension Charges (UECs)
- Grant and funding application sponsorship for state and local funding opportunities
- Access to the City of Santa Fe Affordable Housing Trust Fund for soft financing with application and support from MRA
- Flexible site disposition options, including long-term ground lease, site purchase, or alternative arrangements with City co-developer fee participation

Regulatory Advantages:

- No minimum parking requirements, allowing for efficient site utilization and reduced development costs
- Administrative development plan review for qualifying projects, significantly expediting approvals
- Qualifying Project status under the Midtown Local Innovation Corridor Overlay, providing reduced fees and accelerated review timelines
- Streamlined entitlements processed administratively

Partnership and Support:

- City sponsorship of grant applications and collaborative funding pursuits
- Coordination with infrastructure development as part of the broader Midtown investment
- Technical assistance throughout entitlement, permitting, and development phases

Santa Fe Market Trends

Population and Household Growth

The 3-mile trade area demonstrates stable, moderate growth. Population increased 4.57% from 57,625 in 2020 to 60,261 in 2025, and is projected to grow an additional 2.27% to 61,628 by 2030. Household counts followed a similar trajectory, expanding 4.27% from 27,688 to 28,871 over the same five-year period, with projected growth of 2.28% through 2030.

Demographic Profile

The trade area reflects an affluent, mature population. Median household income reached $72,328 in 2025, representing 22.1% growth from $59,252 in 2020. Average household income climbed to $96,124, up from $81,028. Notably, 27.1% of households earn over $100,000 annually, with 9.86% exceeding $200,000.

The population skews older, with a median age of 49 years and 29.3% of residents aged 65 or above. The area is culturally diverse, with 48.7% of the population identifying as Hispanic origin.

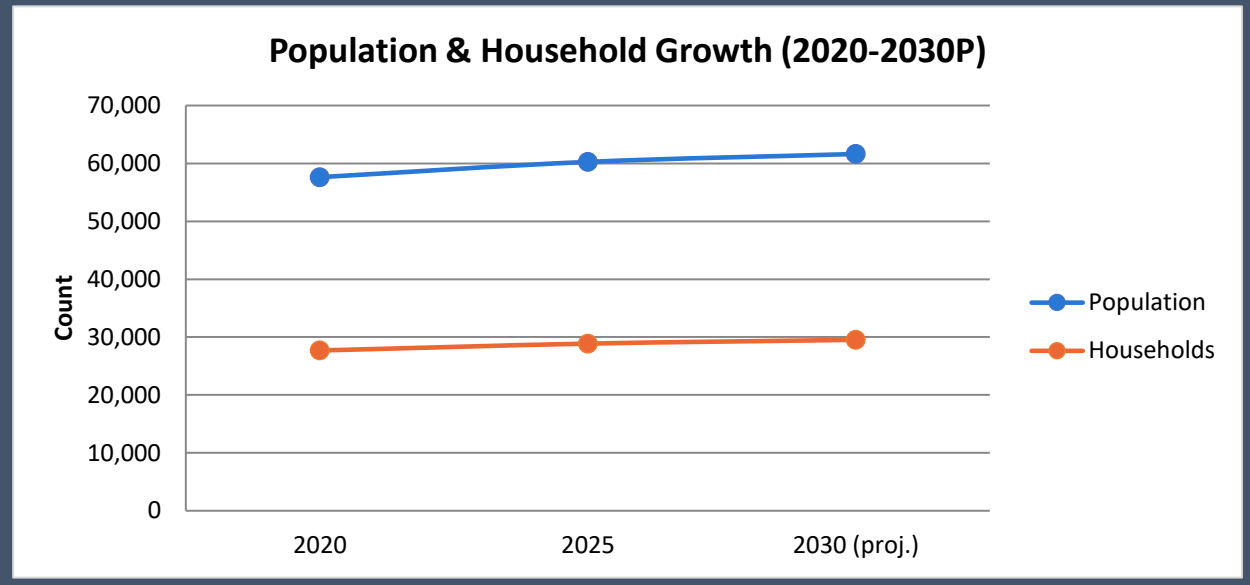
Housing Characteristics

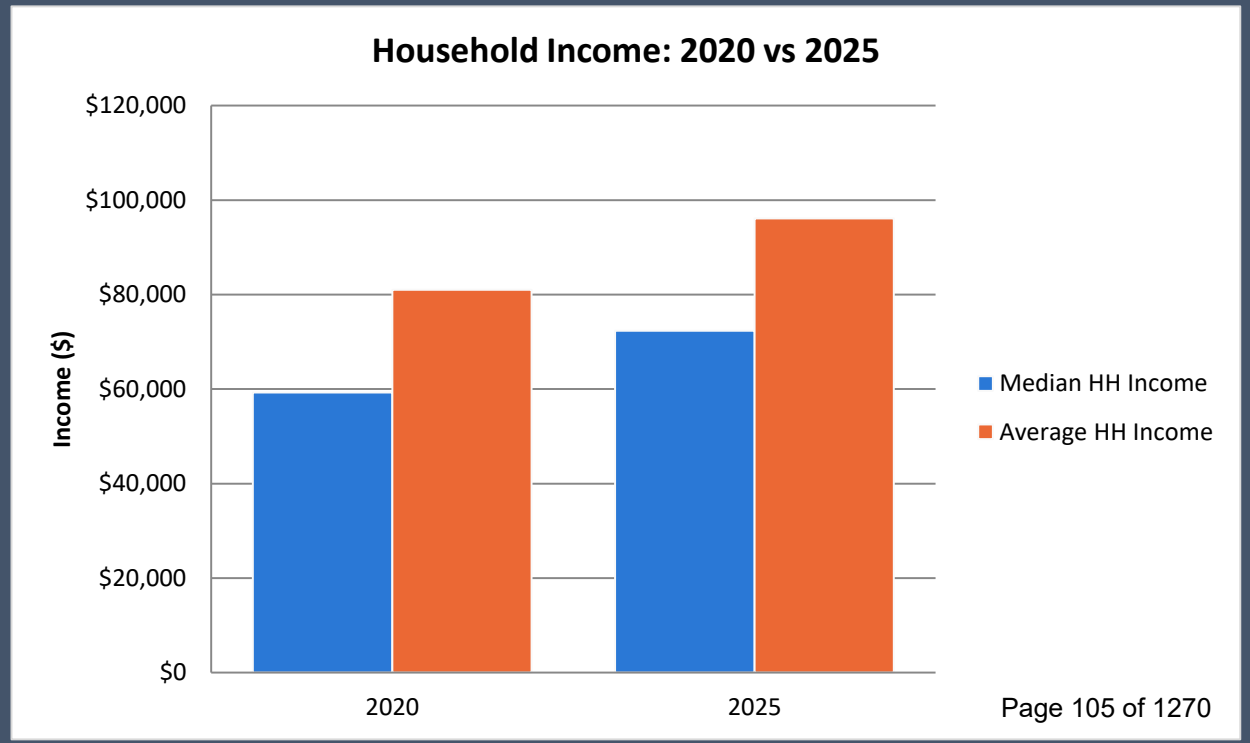
Owner occupancy stands at 54.8%, slightly above the renter share of 45.2%. The median home value of $465,944 underscores the area's premium residential character.

Employment Base

The 3-mile radius supports a robust daytime employment base of 59,873 employees across 6,910 businesses, yielding an average of 9 employees per business. The largest employment sectors include Public Administration & Sales (17,539 employees), Health Care & Social Assistance (10,420 employees), and Retail & Wholesale Trade (8,348 employees). The civilian labor force participation rate is 60.4%, with unemployment at just 2.3%.

By occupation, the workforce is highly skilled, with 33.2% employed in Professional & Management roles and 13.2% in Education & Health services. Educational attainment is strong, with 47.4% of adults holding a bachelor's degree or higher.





Multifamily Housing Market Trends

Current Market Conditions (Mid-2026)

The Santa Fe multifamily submarket is experiencing elevated vacancy following an unusually large development cycle. Vacancy peaked at 18.5% in late 2025 and has since declined to 13.2%, though this remains well above historical averages for this supply-sensitive market.

Supply and Demand Dynamics

Demand has been strong, with approximately 580 units absorbed over the past 12 months—more than double the typical annual pace. However, this absorption has not fully offset the impact of recent construction. Approximately 350 units were delivered in the past year, and while net absorption exceeded new supply, vacancy remains elevated due to the cumulative effect of the recent development cycle.

Rent Performance

Asking rents declined 2.8% year-over-year to approximately $1,830 per unit, with effective rents facing additional pressure from prevalent concessions. The luxury segment (4 & 5 Star properties) has been most affected, as the majority of recent and upcoming deliveries concentrate in this tier, intensifying competition and limiting pricing power.

Market Outlook (2026-2028)

The submarket is projected to remain in an extended adjustment phase through at least 2028. Approximately 560 units are currently under construction, representing 11.2% of existing inventory. Vacancy is forecast to ease gradually but remain in the low- to mid-teens through 2027-2028, with subdued rent growth and continued competition among newer assets expected throughout this period.

Image: Dominum Management Services

Retail Market Trends

Current Market Conditions (Q2 2026)

The Santa Fe retail market reported a vacancy rate of 2.9%, representing a 1.1 percentage point increase over the past year driven by negative net absorption of 96,000 SF against minimal new supply of 14,000 SF. Current vacancy exceeds both the five-year average of 1.6% and the 10-year average of 2.2%, with year-end 2026 vacancy forecast at 3.3%. Approximately 300,000 SF is listed as available, representing a 3.0% availability rate.

Subtype Performance

Vacancy rates vary significantly by property type: neighborhood centers lead at 6.1%, followed by strip centers at 1.3%, general retail at 1.4%, and malls at 0.3%. Power centers report zero vacancy. The market contains approximately 9.9 million SF of retail inventory, with general retail comprising the largest share at 5.7 million SF.

Construction Pipeline

No retail space is currently under construction in Santa Fe, notably below the 10-year average of 4,700 SF. This signals limited near-term supply pressure.

Rent Performance

Market rents average $24.00 per SF, flat year-over-year compared to 1.8% national growth. Performance varies by subtype: neighborhood centers grew 0.6% and malls 0.4%, while power centers declined 0.4%, strip centers fell 0.1%, and general retail decreased 0.3%. Despite current stagnation, Santa Fe's longer-term rent growth has been stronger, averaging 3.3% annually over five years and 2.8% over ten years.

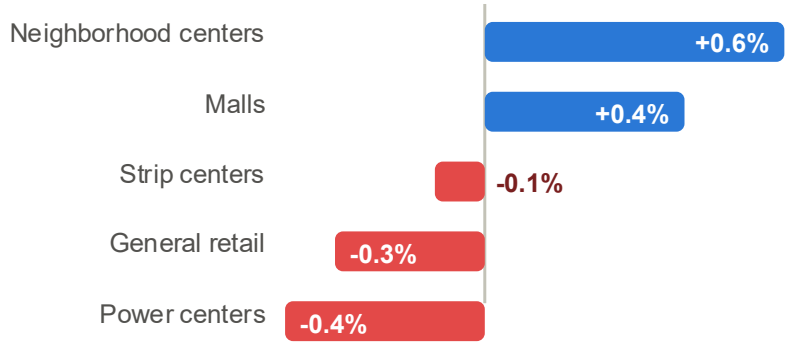
Market Outlook

Overall annual rent growth is forecast to end 2026 at -0.4%, underperforming the 1.8% national average, as the market absorbs elevated vacancy levels in a constrained supply environment.

Rent performance

Market rent	Santa Fe YoY growth	National YoY growth	5yr / 10yr avg growth
$24.00/SF	0.0%	1.8%	3.3% / 2.8%

Year-over-year rent growth by subtype



Net absorption	New supply	Available space	5yr / 10yr avg vacancy
-96,000 SF	14,000 SF	300,000 SF (3.0% availability)	1.6% / 2.2%

Estimated Disposition Schedule*

Action	Responsible Party	Date
Issue RFP	CPD	August 12
Site Visit	Potential Offerors	August 26
Response to Written Questions	Procurement Manager	September 11
Proposals Due Date	Potential Offerors	September 23
Interviews	Potential Offerors	October 7
Best and Final Offer(s)	Potential Offeror(s)	October 14
Governing Body Approval of ENA	Governing Body	October 28

*All dates in this schedule are subject to change at the MRA's sole discretion. Actual timing may be affected by factors such as market conditions, permitting, financing, or construction delays.

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JLL SEE A BRIGHTER WAY

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and m evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

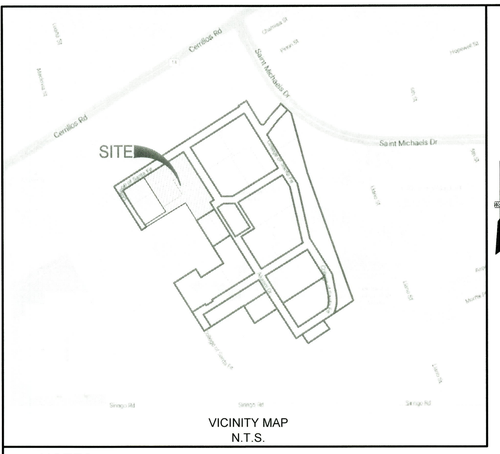
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

921-19



VICINITY MAP
N.T.S.

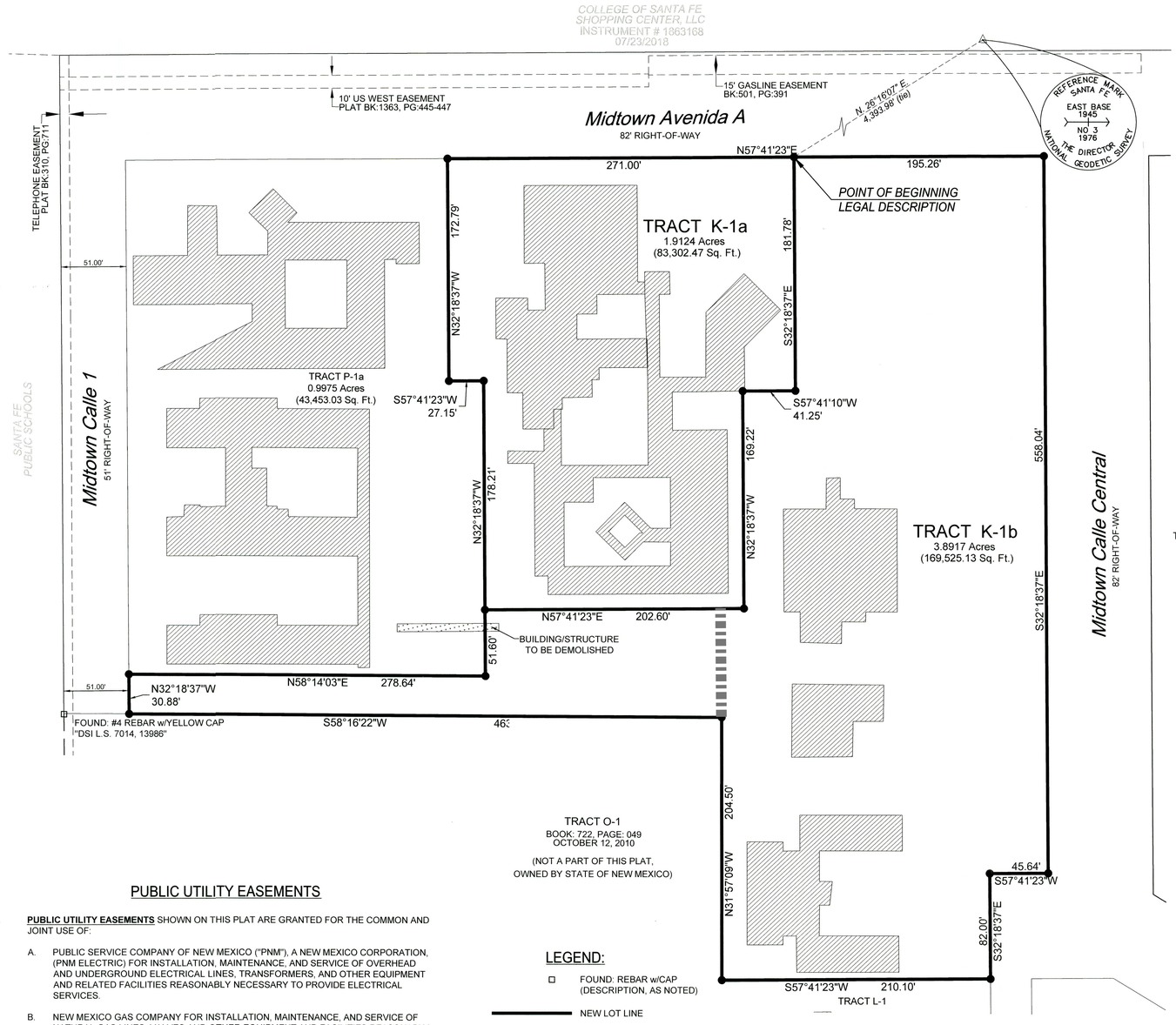
NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
11. SEPARATE WATER SERVICE IS REQUIRED FOR EACH LEGAL LOT OF RECORD. AN AGREEMENT FOR METERED SERVICE (AMS) WILL BE REQUIRED TO INSTALL NEW SERVICES.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.



PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/4/2025

SANTA FE WATER DIVISION — DATE: 2/4/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR 1-31-25

Lot Split to create TRACTS K-1a and K-1b

PLAT OF EXISTING
TRACT K-1
within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS K-1A AND K-1B FROM EXISTING TRACT K-1.

AFFIDAVIT: * Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 5.7850 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract K-1a & K-1b	2024-9391

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER Daniel N. Esquibel — DATE: 2-11-25

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM, and was duly recorded in book 921, page(s) 19 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 1 OF 1

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Signature: ANDREA PHILLIPS (Aug 6, 2026 17:34:44 MDT)

Email: akphillips@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

JLL_LIHTC Disposition_FC_QoF_GB

Final Audit Report 2026-08-09

Created:	2026-08-06
By:	Brandon Woodlee (bmwoodlee@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOD7HMsl0WN1ji5KYI-_WWm7AJnre889D
Documents:	JLL_LIHTC Disposition_FC_QoF_GB.pdf (19 pages)
Number of Documents:	1
Document page count:	20
Number of supporting files:	0
Supporting files page count:	0

"JLL_LIHTC Disposition_FC_QoF_GB" History

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2026-08-06 - 4:35:35 PM GMT

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2026-08-06 - 4:35:35 PM GMT

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2026-08-06 - 4:35:35 PM GMT

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2026-08-06 - 9:33:43 PM GMT- IP address: 104.47.65.254

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Powered by Adobe Acrobat Sign

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Agreement completed.

2026-08-09 - 2:26:54 PM GMT

CITY OF SANTA FE

Date: January 16, 2025

To: Governing Body

Via: JOHN BURNETT (Aug 2, 2026 09:44:11 MDT)
Sam Burnett, Public Works Department Director
Carol Swenson, Public Works Business Operations Manager CS YVONNE SWENSON
Melissa McDonald, Parks and Open Space Division Director MMc
Shane Rudloff, Parks and Open Space Administrative Manager SR SR

From: Phillip Lujan, Parks and Open Space MRC Business Manager PML

ACTION: Request for Approval of a Budget Adjustment Request (BAR) to Appropriate $425,795 in Available FY26 Appropriations to Fund the Replacement of the Clubhouse Roof and HVAC Systems at Marty Sanchez Links de Santa Fe.

BACKGROUND AND SUMMARY: The Marty Sanchez Links de Santa Fe clubhouse is in need of significant capital improvements to address aging building infrastructure. The existing roof and all five (5) HVAC units are original to the facility and have exceeded their useful life. Both systems have experienced increasing maintenance issues and failures, and replacement has been identified as the most practical and cost-effective long-term solution.

The Facilities Maintenance Division has reviewed the condition of the roof and mechanical systems and concurs that replacement is warranted. Recent precipitation events have further highlighted the deteriorated condition of the roof and the urgency of addressing the deficiencies to protect the facility from further damage.

At the close of FY26, $425,795 remained available within the Marty Sanchez Golf Course Operating Agreement appropriations. This BAR appropriates those available funds to support the replacement of the clubhouse roof and HVAC systems. These funds will be applied toward the replacement costs, with any remaining project expenses to be funded through available MRC resources, if necessary.

Approval of this Budget Adjustment Request will allow the City to address critical facility infrastructure needs, improve operational reliability, reduce ongoing maintenance costs, and preserve a key public asset at the Municipal Recreation Complex.

FUNDING SOURCE:
Fund Name/Number: MUNRECCMP / 530
Munis Org Name/Number: MRC OpsAdm / 5300271
Munis Object Name/Number: Service Contracts / 510310
Project Ledger: MRC2753000

ATTACHMENTS:
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks and Open Space - MRC	7/23/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts - MRC Roof Repair	5300271	510310	MRC2753000	425,795	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 425,795	$ -

See attached memo --- Appropriation of FY26 funds for use to replace roof and HVAC systems at Marty Sanchez Links de Santa Fe to address a critical need for replacement.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
530	(425,795)
TOTAL:	(425,795)

Phillip Lujan — 7/24/2026
Prepared By *{print name}* — Date

Melissa McDonald — Jul 24, 2026
Division Director Signature *{optional}* — Date

JOHN BURNETT (Aug 2, 2026 09:44:11 MDT) — Aug 2, 2026
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andrew J. Hopkins — Aug 5, 2026
Budget Officer — Date

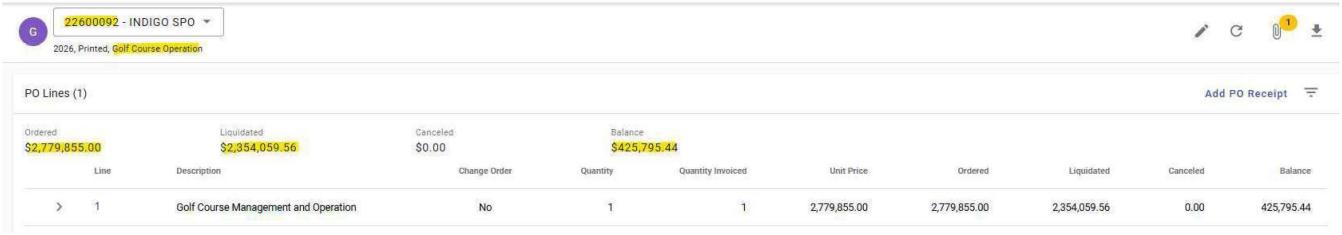
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

FY26 Contract Sheet from approved FY26 Budget

Department Name:	**Public Works**		**Division Name:**	**MRC**						
5300271	Municpal Rec Complex Ops/Adm	510250	Compliance Services	NMED	Compliance for Environmental	NMED Permit Fees	7/1/2025	6/30/2026	11,000	Santa Fe, NM
Subtotal - Org 5300271			**Subtotal: 510250 - Compliance Services**						**11,000**	
5300271	Municpal Rec Complex Ops/Adm	510300	Professional Contracts	Spartan / TBD	Security / Operational	Security / Alarm Systems at MRC	7/1/2025	6/30/2026	2,500	TBD
Subtotal - Org 5300271			**Subtotal: 510300 - Professional Contracts**						**2,500**	
5300271	Municpal Rec Complex Ops/Adm	510310	Service Contracts	Indigo Sports DBA Troon	Operations	Golf Course Management	2/1/2024	2/1/2028	2,779,855	Tucson, AZ
Subtotal - Org 5300271			**Subtotal: 510310 - Service Contracts**						**2,779,855**	

Munis Purchase Order Central



Account Inquiry [CITY OF SANTA FE]

Account

Fund	530	MUNRECCMP	Acct
Org	5300271	MRC OpsAdm	Acct
Object	510310	Svc Cntr	Type
Project			Roll
			Sub-

4 Year Comparison | Current Year | History

Yr/Per 2026/13	Fiscal Year 2026
Original Budget	2,779,855.00
Transfers In	4,578.00
Transfers Out	-101,157.00
Revised Budget	2,683,276.00
Actual (Memo)	2,253,099.81
Encumbrances	.00
Requisitions	.00
Available	430,176.19
Percent used	83.97

MRC Roof and HVAC Memo & BAR PW 8.5.26

Final Audit Report 2026-08-05

Created:	2026-08-05
By:	PHILLIP LUJAN (pmlujan@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcjCx5QzVaqI0gBIa6WtxVZ64dbnrU2Ye
Documents:	MRC Roof and HVAC Memo & BAR PW 8.5.26.pdf (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"MRC Roof and HVAC Memo & BAR PW 8.5.26" History

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2026-08-05 - 5:32:04 PM GMT

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2026-08-05 - 8:08:32 PM GMT

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Purchasing Memo

Date: July 14, 2026

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

Via: Sam Burnett, Public Works Department Director JOHN BURNETT
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON
Melissa McDonald, Parks and Open Space Division Director

From: Scott Overlie, Parks and Open Space Project Manager III SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: Cassidy's Landscaping Inc.

Munis Vendor Number: 8919

ACTION:

Request for Approval of a Construction Contract with Cassidy's Landscaping Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

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

CONTRACT NUMBER:

The MUNIS Contract number for FY27 is #3260417.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 08/03/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: State and Local funds will likely be used. TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor

CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Cassidy's Landscaping Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at a rate of 8.1875% equating $302,715.19.

The total not to exceed compensation for the contract including GRT is $4,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices may not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

6. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are

not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

VI. STATUS OF CONTRACTOR

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

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

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

XIV. AMENDMENT

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

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

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

All terms and conditions of the **ITB** and the Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. PENALTIES FOR VIOLATION OF LAW

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

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

XXII. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affect-ed and shall be valid and enforceable.

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No

waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Department: Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	**To the Contractor:** Bill Cassidy, Vice President Cassidy's Landscaping Inc. 3901 Agua Fria Road Santa Fe, NM 87507 bill@cassidyslandscaping.com (505)474-4500

XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:
CASSIDY'S LANDSCAPING INC.

Bill Cassidy (Jun 26, 2026 17:01:50 MDT)

BILL CASSIDY, VICE PRESIDENT

DATE: 06/26/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jul 1, 2026 09:37:12 MDT) 07/01/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - Cassidy's Landscaping Inc. Price Schedule				
Line Item	Description	Quantity	Unit of Measure	Unit Cost
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$45.00
2	Clear and Grubbing	1	Hourly	$45.00
3	Pruning Herbaceous Plants	1	Hourly	$45.00
4	Pruning Woody Plants	1	Hourly	$45.00
5	Mowing W/ String Line	1	Hourly	$45.00
6	Weed Eating	1	Hourly	$45.00
7	Mechanical Stump Grinding	1	Hourly	$416.00
8	Chipping	1	Hourly	$416.00
9	Fertilization	1	Hourly	$135.00
10	Turf Aeration	1	Hourly	$135.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$150.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$90.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	$135.00
14	Tree Removal- 0"-3" Cal.	1	Each	$52.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,104.00
16	Tree Removal- 8"-9" Cal.	1	Each	$95.00
17	Tree Removal- 10"-12" Cal.	1	Each	$286.00
18	Tree Removal- 13"-14" Cal.	1	Each	$845.00
19	Tree Removal- 17"-24" Cal.	1	Each	$1,040.00
20	Tree Removal- 25"-30" Cal.	1	Each	$1,820.00
21	Tree Removal- 31"-36" Cal.	1	Each	$2,860.00
22	Tree Removal- 37"-42" Cal.	1	Each	$3,640.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,160.00
24	Re-Vegetation Seeding by Hand	1	SF	$34.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$34.00
26	Establishment of Watering for New Seeding	1	1000 SF	$1,125.00
27	Green Waste Tipping Fee	1	Ton	$100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
28	General Waste Tipping Fee	1	Ton	$120.00
29	Port-a-potty Rental	1	1 Week	$150.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Landscape Construction Projects - Items 31-42- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
35	Laborer- Regular Hourly Rate	1	Hourly	$50.00
36	Laborer- Overtime Hourly Rate	1	Hourly	$75.00
Over $60,000				
37	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
38	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
39	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
40	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
41	Laborer- Regular Hourly Rate	1	Hourly	$45.00
42	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
Irrigation Install/Repair - Items 43-48 & 50-55- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$95.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$142.50
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$95.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$142.50
47	Laborer- Regular Hourly Rate	1	Hourly	$45.00
48	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
49	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Over $60,000				
50	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
51	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
52	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$95.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
53	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$142.50
54	Laborer- Regular Hourly Rate	1	Hourly	$40.00
55	Laborer- Overtime Hourly Rate	1	Hourly	$60.00
56	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment				
57	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
58	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
59	Journeymen or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
60	Journeymen or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
61	Laborer- Regular Hourly Rate	1	Hourly	$45.00
62	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
63	Confined Spaces Laborer- Hourly Rate (Must have OSHA License/Certification)	1	Hourly	No Bid
64	General Waste Tipping Fee	1	Ton	$120.00
65	Hazardous Waste Tipping Fee	1	Ton	No Bid
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
66	Snow Plow (On Truck)- Hourly Rate	1	Hourly	$180.00
67	Sidewalk Service- ATV Hourly Rate	1	Hourly	$150.00
68	Sidewalk Service- Laborer Shovel Service- Hourly Rate	1	Hourly	$150.00
69	Ice Control- aggregate Spread Ton Rate	1	2000 Lbs.	$175.00
70	Ice Control- Ice Melt (Plant, Animal, Concrete Safer- magnesium Chloride/Calcium Chloride Blend).	1	Lb.	$100.00

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the "Bid Tab" that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507

Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov.
  Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov.
  Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a

project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2026

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

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

PRODUCER	CONTACT NAME: Michael Latting	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: sromero@danielsinsuranceinc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cassidys Landscaping, Inc. 3901 Agua Fria Rd Santa Fe NM 875079202 (505) 474-4500	INSURER A : New Mexico Mutual Casualty Com	40627
	INSURER B : Nationwide Mutual Insurance Co	23787
	INSURER C : Ascot Specialty Insurance Comp	45055
	INSURER D : Weschester Surplus Lines Insuran	10172
	INSURER E :	
	INSURER F :	

COVERAGES SR **CERTIFICATE NUMBER:** Cert ID 41289 (121) **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	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ACP3202257703	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACP3202257703	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ none			ESXS2610006442-01	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0099197.108	01/01/2026	01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			G48624959-003	06/01/2026	06/01/2027	Each Occurrence	$ 1,000,000
D	Pollution Liability			G48624959-003	06/01/2026	06/01/2027	Aggregate	$ 2,000,000

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

General Liability policy contains an Automatic Add'l Insd granted to the Cert Holder, on-going and completed operations, and Waiver of Subrogation are included per written contract. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Automobile policy contains a blanket add'l insured granted to the cert-holder when required by written contract. Umbrella Liability follows form over the General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

City of Santa Fe
Parks Division
1142 Siler Rd
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Non-Collusion Affidavit of Prime Bidder

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

William Cassidy, being first duly sworn, deposes and says that:

1) He is the Vice President of Cassidy's Landscaping Inc, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: [signature]

Title: Vice President

Subscribed and sworn to before me this 13 day of April, 2026.

[signature]
Notary Public

My Commission expires: May 19 2029

CELIA ENRIQUEZ
Notary Public
State of New Mexico
Comm. # 2006320
My Comm. Exp. May 19, 2029

Cassidy's Contract 3260417 Package for PW sigs

Final Audit Report 2026-07-16

Created:	2026-07-14
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAASGAB2-Ji93caOgjw8wrx19ZICP2UhKXW
Documents:	Cassidy's Contract 3260417 Package for PW sigs.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"Cassidy's Contract 3260417 Package for PW sigs" History

Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-07-14 - 9:25:36 PM GMT- IP address: 63.232.20.2

Document emailed to SCOTT OVERLIE (saoverlie@santafenm.gov) for approval
2026-07-14 - 9:28:35 PM GMT

Email viewed by SCOTT OVERLIE (saoverlie@santafenm.gov)
2026-07-15 - 1:31:27 PM GMT- IP address: 104.47.65.254

Document approved by SCOTT OVERLIE (saoverlie@santafenm.gov)
Approval Date: 2026-07-15 - 1:31:45 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Melissa McDonald (mamcdonald@santafenm.gov) for approval
2026-07-15 - 1:31:49 PM GMT

Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-07-15 - 2:18:00 PM GMT- IP address: 206.206.137.1

Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
Approval Date: 2026-07-15 - 2:19:18 PM GMT - Time Source: server- IP address: 206.206.137.1 - Signature Appearance Selected: TYPE

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for approval
2026-07-15 - 2:19:22 PM GMT

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Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)

2026-07-16 - 4:38:31 PM GMT- IP address: 63.232.20.2

Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)

Approval Date: 2026-07-16 - 4:39:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for approval

2026-07-16 - 4:39:16 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-07-16 - 5:06:21 PM GMT- IP address: 63.232.20.2

Document approved by JOHN BURNETT (jsburnett@santafenm.gov)

Approval Date: 2026-07-16 - 5:06:42 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-07-16 - 5:06:42 PM GMT

Purchasing Memo

Date: July 14, 2026

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

Via: Sam Burnett, Public Works Department Director JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director MMc

From: Scott Overlie, Parks and Open Space Project Manager III SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: High Desert Landscape Maintenance

Munis Vendor Number: 3491

ACTIONS:

Request for Approval of a Construction Contract with High Desert Landscape Maintenance for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4

Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

CONTRACT NUMBER:

The MUNIS Contract number for FY27 is #3260419.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 08/03/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: State and Local funds will likely be used. TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor

CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and High Desert Landscape Maintenance, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. Individual Task Orders for High Desert Landscape Maintenance shall not exceed sixty-thousand dollars ($60,000) exclusive of GRT.

For the services described in the scope of work, the City agrees to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equating $302,715.19.

The total not to exceed compensation on this Contract including GRT is $4,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices may not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

6. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are

not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

VI. STATUS OF CONTRACTOR

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

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

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

XIV. AMENDMENT

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

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

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

All terms and conditions of the **ITB** and the Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. PENALTIES FOR VIOLATION OF LAW

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

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

XXII. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affect-ed and shall be valid and enforceable.

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No

waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	Department:	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	Kim Jevertson, Owner High Desert Landscape Management 7616 Baca Lane Santa Fe, NM 87507 sales@highdesertlandscaping.com (505)471-6808

XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:
HIGH DESERT LANDSCAPE MAINTENANCE

Kim Jevertson
Kim Jevertson (Jun 19, 2026 10:28:25 MDT)

KIM JEVERTSON, OWNER

DATE: 06/19/2026

NMBTIN: 03606502001

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jun 23, 2026 14:49:40 MDT) 06/23/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - High Desert Landscape Maintenance Price Schedule				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$49.25
2	Clear and Grubbing	1	Hourly	$49.25
3	Pruning Herbaceous Plants	1	Hourly	$49.25
4	Pruning Woody Plants	1	Hourly	$49.25
5	Mowing W/ String Line	1	Hourly	$49.25
6	Weed Eating	1	Hourly	$49.25
7	Mechanical Stump Grinding	1	Hourly	No Bid
8	Chipping	1	Hourly	No Bid
9	Fertilization	1	Hourly	$49.25
10	Turf Aeration	1	Hourly	$49.25
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	No Bid
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$65.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	$49.25
14	Tree Removal- 0"-3" Cal.	1	Each	$50.00
15	Tree Removal- 4"-7" Cal.	1	Each	$70.00
16	Tree Removal- 8"-9" Cal.	1	Each	No Bid
17	Tree Removal- 10"-12" Cal.	1	Each	No Bid
18	Tree Removal- 13"-14" Cal.	1	Each	No Bid
19	Tree Removal- 17"-24" Cal.	1	Each	No Bid
20	Tree Removal- 25"-30" Cal.	1	Each	No Bid
21	Tree Removal- 31"-36" Cal.	1	Each	No Bid
22	Tree Removal- 37"-42" Cal.	1	Each	No Bid
23	Tree Removal- 43"-48" Cal.	1	Each	No Bid
24	Re-Vegetation Seeding by Hand	1	SF	No Bid
25	Re-Vegetation Seeding Hydroseed	1	SF	No Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost
26	Establishment of Watering for New Seeding	1	1000 SF	No Bid
27	Green Waste Tipping Fee	1	Ton	No Bid
28	General Waste Tipping Fee	1	Ton	$65.00
29	Port-a-potty Rental	1	1 Week	No Bid
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.	1	%	0%
Landscape Construction Projects - Items 31-36- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
35	Laborer- Regular Hourly Rate	1	Hourly	$49.25
36	Laborer- Overtime Hourly Rate	1	Hourly	$49.25
Irrigation Install/Repair - Items 43-48 Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
47	Laborer- Regular Hourly Rate	1	Hourly	$49.25
48	Laborer- Overtime Hourly Rate	1	Hourly	$68.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
56	% Discount off for hourly rates and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.	1	%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
57	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
58	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
59	Journeymen or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
60	Journeymen or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
61	Laborer- Regular Hourly Rate	1	Hourly	$49.25
62	Laborer- Overtime Hourly Rate	1	Hourly	$68.00
63	Confined Spaces Laborer- Hourly Rate (Must have OSHA License/Certification)	1	Hourly	No Bid
64	General Waste Tipping Fee	1	Ton	$60.00
65	Hazardous Waste Tipping Fee	1	Ton	$75.00
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
66	Snow Plow (On Truck)- Hourly Rate	1	Hourly	$135.00
67	Sidewalk Service- ATV Hourly Rate	1	Hourly	$50.00
68	Sidewalk Service- Laborer Shovel Service- Hourly Rate	1	Hourly	$50.00
69	Ice Control- aggregate Spread Ton Rate	1	2000 Lbs.	$185.00
70	Ice Control- Ice Melt (Plant, Animal, Concrete Safer- magnesium Chloride/Calcium Chloride Blend).	1	Lb.	$0.85

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the "Bid Tab" that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

FY26-COCITB-081 Bid Tab

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

High Desert Landscape Maintenance_CoSF

Final Audit Report 2026-06-23

Created:	2026-06-18
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo1J0ih8QEO9-L_Esx7kurquvgg0Wn0O3
Documents:	High Desert Landscape Maintenance_CoSF.pdf (15 pages)
Number of Documents:	1
Document page count:	15
Number of supporting files:	0
Supporting files page count:	0

"High Desert Landscape Maintenance_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-18 - 8:53:04 PM GMT- IP address: 63.232.20.2

Document emailed to Kim Jevertson (sales@highdesertlandscaping.com) for signature
2026-06-18 - 8:53:58 PM GMT

Email viewed by Kim Jevertson (sales@highdesertlandscaping.com)
2026-06-18 - 8:54:33 PM GMT- IP address: 3.215.127.8

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Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-06-23 - 8:49:38 PM GMT- IP address: 172.59.3.224

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-06-23 - 8:49:40 PM GMT - Time Source: server- IP address: 172.59.3.224 - Signature Appearance Selected: TYPE

Powered by Adobe Acrobat Sign

Agreement completed.

2026-06-23 - 8:49:40 PM GMT

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507

Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a

project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

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 Associates Insurance Group 7395 E. Orchard Rd. Greenwood Village CO 80111	**CONTACT NAME:** Mason Browning **PHONE (A/C, No, Ext):** (303) 793-3388 **FAX (A/C, No):** (303) 793-3386 **E-MAIL ADDRESS:** mbrowning@associatesgroup.com
INSURED High Desert Landscape Maintenance 7616 Baca Lane Santa Fe NM 87507	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AmTrust North America-General — 524210 **INSURER B :** Westfield Insurance — 24112 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Master COI **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		511874H	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			511874H	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			511874H	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	KWC1427100	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Kim Jevertson is excluded from operations.							

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

If required by written agreement, the certificate holder is named Additional Insured as respects General Liability. A Waiver of Subrogation applies in favor of the certificate holder as respects Workers' Compensation.

CERTIFICATE HOLDER

City of Santa Fe Parks and Open Space Division
PO Box 909
Santa Fe NU 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mason Browning

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2026	Policy No.	KWC1427100	Endorsement No.	0
Insured	High Desert Landscape Maintenance			Premium $	8,450
Insurance Company	AmTrust Insurance Company				

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILIITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
PLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLIICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Automatic status when required by written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

© Insurance Services Office, Inc., 2012

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

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the "products-completed operations hazard", Exclusion **g.** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to any "auto" used for snow plow operations.

© ISO Properties, Inc., 2006

Non-Collusion Affidavit of Prime Bidder

STATE OF)
) ss.
COUNTY OF)

Kimberly Jevertson, being first duly sworn, deposes and says that:

1) ~~S~~He is the PRESIDENT of HIGH DESERT LANDSCAPE MAINTENANCE INC, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: [signature]

Title: PRESIDENT

Subscribed and sworn to before me this 9th day of April, 2026.

Ruben Arrieta
Notary Public

My Commission expires: 1/27/2030

STATE OF NEW MEXICO
NOTARY PUBLIC
RUBEN ARRIETA
COMMISSION # 2008512
COMMISSION EXPIRES 01/27/2030

High Desert Contract 3260419 Package for PW sigs

Final Audit Report 2026-07-18

Created:	2026-07-14
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAAYieBVHVIsVOYrUHPcEucR5PA1-ryLCqa
Documents:	High Desert Contract 3260419 Package for PW sigs.pdf (34 pages)
Number of Documents:	1
Document page count:	34
Number of supporting files:	0
Supporting files page count:	0

"High Desert Contract 3260419 Package for PW sigs" History

Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-07-14 - 9:31:10 PM GMT- IP address: 63.232.20.2

Document emailed to SCOTT OVERLIE (saoverlie@santafenm.gov) for approval
2026-07-14 - 9:33:24 PM GMT

Email viewed by SCOTT OVERLIE (saoverlie@santafenm.gov)
2026-07-15 - 1:31:53 PM GMT- IP address: 104.47.64.254

Document approved by SCOTT OVERLIE (saoverlie@santafenm.gov)
Approval Date: 2026-07-15 - 1:32:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Melissa McDonald (mamcdonald@santafenm.gov) for approval
2026-07-15 - 1:32:12 PM GMT

Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-07-15 - 2:17:58 PM GMT- IP address: 206.206.137.1

Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
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2026-07-15 - 6:50:01 PM GMT- IP address: 63.232.20.2

Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)
Approval Date: 2026-07-16 - 4:40:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for approval
2026-07-16 - 4:40:44 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-07-16 - 4:58:57 PM GMT- IP address: 63.232.20.2

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-07-18 - 7:21:49 PM GMT- IP address: 143.244.47.87

Document approved by JOHN BURNETT (jsburnett@santafenm.gov)
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Agreement completed.
2026-07-18 - 7:24:11 PM GMT

Purchasing Memo

Date: July 14, 2026

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

Via: Sam Burnett, Public Works Department Director JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director

From: Scott Overlie, Parks and Open Space Project Manager III SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: San Isidro Permaculture Inc.

Munis Vendor Number: 8009

ACTIONS:

Request for Approval of a Construction Contract with San Isidro Permaculture Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4

Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

CONTRACT NUMBER:

The MUNIS FY27 contract number is #3260421.

BACKGROUND AND SUMMARY

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: **Date:** 08/04/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: State and Local funds will likely be used. TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor

CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and San Isidro Permaculture Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equating $302,715.19.

The total not to exceed compensation on the Contract including GRT is $4,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices may not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

E.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are

not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

VI. STATUS OF CONTRACTOR

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

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

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

XIV. AMENDMENT

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

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

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

All terms and conditions of the **ITB** and the Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. PENALTIES FOR VIOLATION OF LAW

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

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

XXII. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affect-ed and shall be valid and enforceable.

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No

waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Department: Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	**To the Contractor:** Jeremiah Kidd San Isidro Permaculture Inc. 29 Hidden Valley Road Santa Fe, NM 87505 jeremiah@sipermaculture.com (505)501-4769

XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

CONTRACTOR:
SAN ISIDRO PERMACULTURE INC.

Jeremiah Kidd
Jeremiah Kidd (Jun 22, 2026 17:34:33 MDT)

JEREMIAH KIDD, PRESIDENT

DATE: 06/22/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jun 23, 2026 08:35:35 MDT)

06/23/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - San Isidro Permaculture Inc. Price Schedule				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$52.00
2	Clear and Grubbing	1	Hourly	$52.00
3	Pruning Herbaceous Plants	1	Hourly	$52.00
4	Pruning Woody Plants	1	Hourly	$52.00
5	Mowing W/ String Line	1	Hourly	$52.00
6	Weed Eating	1	Hourly	$52.00
7	Mechanical Stump Grinding	1	Hourly	No Bid
8	Chipping	1	Hourly	No Bid
9	Fertilization	1	Hourly	No Bid
10	Turf Aeration	1	Hourly	No Bid
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$52.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$70.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	No Bid
14	Tree Removal- 0"-3" Cal.	1	Each	$31.44
15	Tree Removal- 4"-7" Cal.	1	Each	$62.88
16	Tree Removal- 8"-9" Cal.	1	Each	$125.75
17	Tree Removal- 10"-12" Cal.	1	Each	$251.50
18	Tree Removal- 13"-14" Cal.	1	Each	$503.00
19	Tree Removal- 17"-24" Cal.	1	Each	$758.51
20	Tree Removal- 25"-30" Cal.	1	Each	$1,173.00
21	Tree Removal- 31"-36" Cal.	1	Each	$1,373.00
22	Tree Removal- 37"-42" Cal.	1	Each	$1,673.00
23	Tree Removal- 43"-48" Cal.	1	Each	$2,020.00
24	Re-Vegetation Seeding by Hand	1	SF	$.19
25	Re-Vegetation Seeding Hydroseed	1	SF	$.39
26	Establishment of Watering for New Seeding	1	1000 SF	$961.21
27	Green Waste Tipping Fee	1	Ton	$470.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
28	General Waste Tipping Fee	1	Ton	$455.00
29	Port-a-potty Rental	1	1 Week	$470.96
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Landscape Construction Projects - Items 31-42- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
35	Laborer- Regular Hourly Rate	1	Hourly	$52.00
36	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
Over $60,000				
37	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
38	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
39	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
40	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
41	Laborer- Regular Hourly Rate	1	Hourly	$52.00
42	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
Irrigation Install/Repair - Items 43-48 & 50-55- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
47	Laborer- Regular Hourly Rate	1	Hourly	$52.00
48	Laborer- Overtime Hourly Rate	1	Hourly	$78.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
49	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Over $60,000				
50	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
51	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
52	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
53	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
54	Laborer- Regular Hourly Rate	1	Hourly	$52.00
55	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
56	% Discount off for hourly rates and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
	No Bid			
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
	No Bid			

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the "Bid Tab" that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507

Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov.
  Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov.
  Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a

project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Mutual Insurance Company	23787
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

San Isidro Permaculture Inc
29 Hidden Valley Rd
Santa Fe, NM 87505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ACP CG017226340980	9/30/2025	9/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			ACP BA017226340980	9/30/2025	9/30/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A		81410.113	1/23/2026	1/23/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Rented or Leased			ACP CI017226340980	9/30/2025	9/30/2026	$500 Ded	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe and their officials, officers, employees, and agents are named as additional insureds. Coverage is primary and noncontributory. Waiver of subrogation is included,
30 days cancellation is included.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Non-Collusion Affidavit of Prime Bidder

STATE OF) New Mexico
) ss.
COUNTY OF) Santa Fe

Jeremiah Kidd, being first duly sworn, deposes and says that:

1) He is the President of San Isidro Permaculture Inc the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: Jeremiah Tobias Kidd

Title: President

Subscribed and sworn to before me this 10 day of April, 2026

Leslie Luna Martinez
Notary Public

My Commission expires: Sep 19, 2026

LESLIE JEANETTE LUNA MARTINEZ
Notary Public - State of New Mexico
Commission # 1138811
My Comm. Expires Sep 19, 2026

San Isidro Permaculture Contract 3260421 Package for PW sigs

Final Audit Report 2026-07-16

Created:	2026-07-14
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAA7F-9P0f2L2UjTHgp6c_cfHoGR7IB-vyj
Documents:	San Isidro Permaculture Contract 3260421 Package for PW sigs.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"San Isidro Permaculture Contract 3260421 Package for PW sig s" History

Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-07-14 - 9:35:56 PM GMT- IP address: 63.232.20.2

Document emailed to SCOTT OVERLIE (saoverlie@santafenm.gov) for approval
2026-07-14 - 9:37:37 PM GMT

Email viewed by SCOTT OVERLIE (saoverlie@santafenm.gov)
2026-07-15 - 1:32:16 PM GMT- IP address: 104.47.64.254

Document approved by SCOTT OVERLIE (saoverlie@santafenm.gov)
Approval Date: 2026-07-15 - 1:32:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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2026-07-15 - 1:32:35 PM GMT

Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-07-15 - 2:17:54 PM GMT- IP address: 206.206.137.1

Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
Approval Date: 2026-07-15 - 2:20:23 PM GMT - Time Source: server- IP address: 206.206.137.1 - Signature Appearance Selected: TYPE

Powered by Adobe Acrobat Sign

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for approval

2026-07-15 - 2:20:27 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)

2026-07-16 - 4:39:14 PM GMT- IP address: 63.232.20.2

Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)

Approval Date: 2026-07-16 - 4:40:07 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for approval

2026-07-16 - 4:40:12 PM GMT

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2026-07-16 - 5:05:34 PM GMT- IP address: 63.232.20.2

Document approved by JOHN BURNETT (jsburnett@santafenm.gov)

Approval Date: 2026-07-16 - 5:06:15 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-07-16 - 5:06:15 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Five (5) Kenworth L770 Double-Axle Chassis

Vendor Name: Inland Kenworth US, Inc.

Munis Vendor Number: 10326

ITEM AND ISSUE:

Public Utilities Department, Environmental Services is requesting your review and approval, to purchase Five (5) Kenworth L770 Double-Axle Chassis in the Total Amount of $1,119,655.00 excluding tax with Inland Kenworth US, Inc. via Cooperative Educational Services (CES) Contract #2024-24-C121-ALL, expiring 05/21/2028.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase five (5) Kenworth L770 Double-axle Chassis, powered by compressed natural gas (CNG) to replace existing side-load recycling vehicles that will soon be 10 years old and quickly becoming no longer viable due to consistently high maintenance costs. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C121-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano **Date:** 08/07/2026

CPO Comment/Exceptions: Asset to be noted in REQ in Munis

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:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis Specs
Fleet Maintenance Manager's Memo

Quote

INLAND
INLAND KENWORTH

Anthony Di Benedetti
505-525-1479 adibenedetti@inland-group.com

Date:	July 23, 2026
Valid Until	October 21, 2026
Quote #:	111115
PCCR ID	QUO-1240268-D9Y7P2

Customer

City Of Santa Fe Solid Waste
Martin Valdez
505-231-3751
mjvaldez@santafenm.gov

Quote/Project Description

PER: CES 2024-24-C121-ALL

Description: 2027 Kenworth L770 LCF chassis with ASL CNG	Line Total
base spec: 2027 Kenworth L770, 60K GVWR. 20K front axle w/matching componets, 46K rear Axles w/ matching componets, 315/85R22.5tires on Aluminium wheels, C	$223,931.00
Cummins X12N 350 HP 1650 Ft-lbs Torque engine, Allison transmission, Hendrickson Haulmax 46K suspension,53" low cab forward right hand drive cab. Drum	
plus or minus the options below	
no options taken	

Special notes:

This purchase requires 2 PO's, one for the chassis and one for the body. Chassis to be paid apon once built. Body to be paid once installed

truck total	$223,931.00
Body	$0.00
FET	0
Sales Tax	0
TOTAL	223,931.00

INLAND

BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.
7711 Fortuna Rd NW
Albuquerque, NM 87121
Phone : (505) 884-0300 Fax: (505) 881-0824

DATE:	7/23/2026	**BUYER'S NAME:**	City of Santa Fe - Solid Waste Management
ADDRESS:	PO Box 909	**PHONE:**	(505) 955-2241
CITY:	Santa Fe	**STATE:**	NM
ZIP:	87504-0909		

QUANTITY:	5	**NEW:**	New	**COLOR:**	White	**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770		RH X12N 4500 3AX 66K ASL
SERIAL # (s):	, , , , TBD						
STOCK # (s):	, , , , TBD						

SALESPERSON: Anthony Dibenedetti

Price / Unit	Qty	Purchase Total
$223,931.00	5	$1,119,655.00
FET		$0.00
Documentation		$0.00
Taxable Amount *(above less FET + Trade)* ***$2,427,650.00***		
Sales Tax		
Ext. Warranty		$0.00
Administration		$0.00
License & Title		$0.00
Insurance Waiver		$0.00
Tire Disposal Fee		$0.00
Out of State Delivery		$0.00
Total		**$1,119,655.00**
Cash Deposit		$0.00
Trade Equity		$0.00
Amount Financed		$0.00
Cash on Delivery		$0.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature _____ Title _____ Date _____

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature _____ Title _____ Date _____

THANK YOU FOR YOUR BUSINESS!

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature	Title	Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature	Title	Date

THANK YOU FOR YOUR BUSINESS!

CES BLUE BOOK

Inland Kenworth US, Inc. - 2024-24-C121-ALL

Overview

Inland Kenworth US, Inc.

Contract Source
CES

Contract Type
Price Agreements

Contract Number
2024-24

Category/Subcategory

Fleet and Related

- Automotive Equipment and Supplies
- Automotive Parts and Tires
- Electric Vehicles
- Heavy Duty Trucks
- Hybrid Vehicles

Description
Complete line of Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc.

Contracting Officer
Joe Valencia

Initiation Date
5/22/2024

Expiration Date
5/21/2028

Multi Year Award
No

No information to display

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Inland Kenworth US, Inc.
7711 Fortuna Rd. NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Inland Kenworth US, Inc., with its principal office located at 7711 Fortuna Rd. NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 22, 2024 through May 21, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

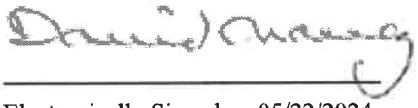
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 05/22/2024

Executive Director

Date: 05/22/2024

Inland Kenworth US, Inc.

Anthony DiBenedetti

Electronically Signed on 05/22/2024

Truck Sales

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

It is the intent of CES to establish a contract with multiple vendors who can supply the vehicles and services listed throughout this Scope of Work, for direct purchase, and as needed. All vehicles and services are to be supplied according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of CES' Membership. Selected Contractors shall provide vehicles, and/or services as requested by the Member's Representative or their designee. CES or its Membership offers no guarantee of vehicles or services to be purchased under the Contract.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of vehicles and services being requested. Always use the latest up to date versions of a standard, code, or specification.

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

1. At the minimum, warranties shall be the manufacturer's standard new vehicle warranty. All warranties shall begin when the vehicle is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when a vehicle is actually put in service.

G. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulations, exceptions, limitations and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. The term of a warranty is extended by any period of time during which repair services are not available to the CES Member or Participating Entity because of any war, invasion, strike, fire, flood or other natural disaster.

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

c. OEM parts
   a. 12 months unlimited mileage

d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles

e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

1. Shall be waterproof that is readily audible outside each vehicle when the transmission is in reverse.
2. A rear obstacle detection system can be offered.

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

1. Corrosion Protection: Per OEM manufacturer's specifications.

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

5. To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized.
6. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents.
7. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
   a. Blisters or bubbles appearing in the topcoat film
   b. Chips, scratches, or gouges of the surface finish
   c. Cracks in the paint film
   d. Craters where paint failed to cover due to surface contamination
   e. Over spray
   f. Peeling
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface
   h. Chemical stains and water spots

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

1. Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the rear of the truck.

MM. OPTIONAL EQUIPMENT AND FEATURES

1. The Offeror is to provide a list of optional equipment and features that can be offered to customize the vehicle to meet the CES Members or Participating Entities needs, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, lift buckets, power take off unit (PTO), ladder racks, wet unites, fire truck bodies, etc.
2. The Offeror will need to provide details on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the vehicle.

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts are provided for warranty repair, they must not void the manufactures warranty.

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

1. Training for maintenance staff on the proper service and repair of the vehicle and body.
2. Training for drivers on the proper and safe operation of the vehicle and body with special emphasis on how the emission control's function.

TT. PUBLICATIONS AND PRINTED MATERIALS

1. Each vehicle will have a complete set of operation, and warranty publications. The following shall be provided at time of delivery:
   a. Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions to include but not limited to air conditioning systems, tie downs, heater, emissions, engine operations, lights, radio, wiring diagram and body modifications, accessories and related equipment.
   b. A complete schematic diagram of all hydraulic lines, air lines and electric circuits.
   c. Warranty Information: Each vehicle will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

UU. ADDITIONS TO THE SCOPE OF WORK

Offerors who receive a contract as a result of this solicitation, and through the duration of the contract, may propose vehicles, equipment, products, and related services that were either inadvertently left out of this RFP, or are new technology. Such proposed items shall be submitted to CES for review and must remain consistent with the spirit of the RFP. Items approved shall be added to the contract through an amendment, mutually agreed upon by all parties to the contract.

Omissions in this proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

COST PROPOSAL

Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Inland Kenworth US, Inc.

Medium & Heavy-Duty Trucks

2024-24

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Cab and Chassis Class 3 - GVRW of 10,00114,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 4 - GVRW of 14,00116,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 5 - GVRW of 16,00119,500 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 6 - GVRW of 19,50126,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 7 - GVRW of 26,00133,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 8 - GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Dump Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Roll-Off Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Bodies	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Utility Beds	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional equipment	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Hourly Rates for Paint and Body Services	Hourly Rate	cost	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
DOT Inspections	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Drivers	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Maintenance Personnel	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	cost	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Emergency Road Side Service	Hourly Rate	cost	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
Emergency Road Side Service	Cost per mile	cost	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Alternative Costing O/P	Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %

PB L770 (F770)
1700 Woodbrook St
Denton, Texas 76205

Stock

Annamarie Kirkpatrick
Cell Phone:
Office Phone: 940-591-4000
Email: A.Kirkpatrick@paccar.com

Stock Order

Vehicle Summary

Unit		Chassis	
Model:	L770	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	Q743 RH L9N	G.V.W.R. (lbs):	66000
Description 2:	Inland	G.C.W. (lbs):	72000
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	94
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	6
		Class C (Off-Hwy)	0
Body		Class D (Off-Road)	0
Type:	Automated Side Loader	Maximum Grade:	6
Length (ft):	20	Wheelbase (in):	221
Height (ft):	13.5	Overhang (in):	75
Max Laden Weight (lbs):	20000	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	220.9
Trailer		Cab to EOF (in):	295.9
No. of Trailer Axles:	0	Overall Comb. Length (in):	353.3
Type:		**Special Req.**	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model L770** Peterbilt's Model L770 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095120	O	**Automated Side Loader**	0	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	**0**
Configuration				
0200631	U	**Kenworth Model L770**	0	**0**
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	**0**
Frame & Equipment				
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	1,207	**251**
0601500	O	**Full Steel Inner Liner**	1,054	**713**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	**4**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
0651010	O	**Peterbilt Rear Mudflaps and Straight Hangers** Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	130	**25**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	491	**-26**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	**0**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523440	S	**Dana Spicer D46-172 46,000 LBS** Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	**0**
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680065	O	**Remote Mount Rear Axle Vent**	120	**2**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	9
1680460	O	**Heavy Wall, Drive Axle(s)**	1,886	88
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	531	36
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680525	O	**Pneumatic Park Brake**	0	0
1680550	O	**Upsize Parking Brakes**	236	0
1680920	O	**Heavy Duty Brake Drums, Drive Axle(s)** Use with 16.5x8.6 Brakes	148	27
1680932	O	**Center Of Gravity From Top Of Frame, Refuse Body** Enter desired center of gravity range (from 10"-99") in narrative field. *Narr 30*	0	0
1680933	O	**Body Plus Payload Weight, Refuse Body** Enter desired body plus payload range (from 10,000lbs. to 80,000lbs.) in narrative field. *Narr 18000*	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	0
1706140	O	**Ratio 6.14 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	-84

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
1921375	O	**16.5" Saddle Height HMX EX 400/460** IPO Std 18.5"	413	**0**
1921965	O	**HMX EX Double Rebound Strap Kit**	272	**0**
1922615	O	**HD Shock Absorbers For HD Suspension Pkg.** Hendrickson HMX EX	483	**0**
Engine & Equipment				
2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 65....Maximum Accelerator Pedal Ve N21370 P059 65....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	24,403	**-70**
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092016	O	**Typical Operating Speed 62 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
2140220	O	**CARB and EPA Engine Idling Not Required**	0	0
2140400	O	**Reinforced Belly Pan**	181	0
2140420	O	**Engine Oil Test Port** Expanded availability of the engine oil test port to include availability with MX-11 engines.	176	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	0
2140660	O	**CARB Emission Compliant Engine**	0	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2511400	O	**160 Amp Alternator, 36 SI Brushless** The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offfered in 12 volt and 24 volt models with a J180 hinge mount.	635	10
2516070	O	**Remote Voltage Sense Wiring**	16	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	92	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	-31	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	0
3120320	O	**Bugscreen**	148	5
3120450	S	**Stainless Steel Grille**	0	0
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting Port**	38	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	-1,352
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	390
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	15
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	-5
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	117	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	11
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	0
4252950	O	**Omit Allison Neutral At Stop**	0	0
4253060	O	**Remote Mount Allison Transmission Vent**	121	2
4256020	S	**Console Mounted Push Button Shifter**	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
4256910	O	**Allison Transmission Fluid Test Port** Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	0
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4520180	O	**Air Tank Valve Guards**	96	0
4540420	S	**Nylon Chassis Hose**	0	0
4540910	O	**Compressor Discharge Line Test Valve**	395	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.		
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	0
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	-24
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	248
5190008	S	**Code-rear Tire Qty 08**	0	0
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	-110
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	-216
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	0
5604000	O	**Location LH BOC 000 Gal**	0	0
5653080	O	**CNG Body Mounted Cabinet Only**	0	0
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	1
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	4
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module	1,357	0

Sales Code	Std/ Opt	Description	$ List	Weight
		BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	0
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6541233		**KEY G233**	0	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	411	43
6939420	O	**High Back Driver**	45	0
6939480	O	**Mordura Driver**	37	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939580	O	**Mordura Passenger**	60	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	76	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7001999	U	**KW L770, Use Kenworth Steering wheel logo** *Narr production quality wants this narrative to callout KW steering wheel*	0	0
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	**(2) Defroster Fan On Rear Header**	248	60
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	-7
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	73	0
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	134	4
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	10
7722999	U	**KW L770, Use Kenworth logo on radio** *Narr production quality wants this narrative to callout KW radio*	0	0
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	0
7728050	O	**USB Port**	66	0
7788335	S	**Global Telematics Hardware**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	13
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	12
7900401	O	**Cruise Control Inactive With Wipers On**	0	0
7901130	O	**Backup Alarm (107 DB)**	112	3
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	1
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0	0
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133960	O	**Daytime Running Lights**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.		
8134160	O	**Self-Canceling Turn Signal**	0	2
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	2
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9407147	O	**Fuel Price Index Factor $0 NET**	0	0
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	0
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. *Narr match chassis 119482*	1,500	0
Miscellaneous				
9409081	O	**State Of Registry: New Mexico**	0	0
9409641	O	**Model Year 2026 Engine**	0	0
9409749	O	**2024 Series Emissions Engine**	0	0
Promotions				

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 30, 2026 08:55:13 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1)

Final Audit Report 2026-08-04

Created:	2026-08-04
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAzFPf_VS__sff9Cnu9t0l7s5jeajbYmc-
Documents:	PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1).pdf (45 pages)

"PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1)" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-04 - 9:41:55 PM GMT- IP address: 63.232.20.2

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2026-08-04 - 9:47:29 PM GMT

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2026-08-04 - 9:47:58 PM GMT

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2026-08-04 - 9:54:46 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
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2026-08-04 - 9:56:15 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-08-04 - 9:56:22 PM GMT- IP address: 51.54.38.120

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PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1)

Final Audit Report 2026-08-07

Created:	2026-08-05
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4k4eBLwLq6P-aR3IYDy6KEeirtCEdFR0
Documents:	PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1).pdf (47 pages)
Number of Documents:	1
Document page count:	47
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1)" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-05 - 4:07:35 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
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Signature Date: 2026-08-07 - 8:08:27 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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Agreement completed.

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CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Five (5) 27-yard Labrie Packing Bodies

Vendor Name: Reliance Environmental Truck Sales, LLC.

Munis Vendor Number: 10497

Item and Issue:
The Public Utilities Department, Environmental Services Division, requests your review and approval to purchase Five (5) 27-yard Labrie Automizer side-load packing bodies from Reliance Environmental Truck Sales, LLC dba Reliance Truck & Equipment, in the total amount of $1,318,485.00, excluding applicable taxes. This purchase will be made through the BuyBoard Local Government Purchasing Cooperative, Contract No. 786-25, effective December 1, 2025, through November 30, 2026**.**

BACKGROUND AND SUMMARY:
Environmental Services is requesting approval to purchase Five (5) 27-yard Labrie Automizer side-load packing bodies equipped with compressed natural gas (CNG) systems. These units will be mounted by Reliance Environmental Truck Sales onto new CNG-powered Kenworth L770 chassis.

The purchase will replace five (5) aging 27-yard side-load recycling vehicles that are approaching 10 years of service and are becoming increasingly unreliable due to rising maintenance costs. Over the past two years, these Labrie Automizer packing bodies have demonstrated exceptional reliability, operational efficiency, and durability within the Environmental Services fleet, making them a proven replacement solution.

This acquisition also supports the City of Santa Fe's commitment to reducing greenhouse gas emissions and lowering its carbon footprint by continuing the transition to cleaner, more sustainable CNG-powered fleet vehicles.

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

BuyBoard Local Government Purchasing Cooperative No. 786-25, effective December 1, 2025, through November 30, 2026.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 08/06/2026

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:
Vendor's Quote and Specs
BuyBoard Contract Award Letter and Summary
RFP #786-25 Acceptance and Contract Agreement
Fleet Maintenance Manager's Memo

RELIANCE
AN OWEN COMPANY

Quote #: 202600932
Quote Date: 7/16/2026
Quote Valid Until: 10/18/2026

100 Covelo Ave
Fort Worth, TX 76111

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Quantity 5 - $1,318,485

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2026	Refuse	150-180 days ARC	Santa FE	$263697.00

Equipment Detail

Quantity	Equipment Description
1	27yd Automizer (27 0)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	Environmental spill kit in toolbox
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Anti-sail bars on rear mudflaps
1	Fire Extinguisher- 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	Quad Envirolink Cameras - RH Post (Arm), Tailgate, Hopper, Curbside Alley
1	EnviroLink 9" Color Monitor (DVR) (4 Channels) on ceiling
1	Protection on Cameras

Quantity	Equipment Description
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Crusher panel control on joystick
1	Packer control on joystick
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2

Additional Requests

Quantity	Description
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap
1	Heavy Duty Arm & Gripper, "32 to 95 US gal"
1	Regen Valve on Packer Cylinders
1	Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels
1	Toolbox on Chassis Aluminium 24"D x 24"H x 14"W (Swing Door)
1	3 body paint colors
1	CNG System Tailgate - 2 Tanks 86 DGE

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing. Pricing is subject to change to reflect additional costs incurred directly by us or passed through to us by our vendors as a direct result of future tariffs, trade policies, or government-imposed duties.

X_____ Date:_____
Martin Valdez or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Refuse and Recycle Bodies, Containers, and Other Transport Bodies	**Proposal Due Date/Opening Date and Time** June 26, 2025, at 4:00 PM
Proposal Invitation Number 786-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2025, through November 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Reliance Enviromental Truck Sales, LLC
Name of Proposing Company

6-26-25
Date

9818 Green Road
Street Address

George Gutierrez
Signature of Authorized Company Official

Converse, Texas 78750
City, State, Zip

George Gutierrez
Printed Name of Authorized Company Official

512-801-5268
Telephone Number of Authorized Company Official

Regional Manager
Position or Title of Authorized Company Official

210-248-3066
Fax Number of Authorized Company Official

82-4901774
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: JJ

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial JJ

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: gg

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: GG

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:**

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: GG

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: GG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, price lists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: GG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, price lists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, price lists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: JJ

B. Copyright Information

Does your Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/price list name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: gg

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** JJ

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Reliance Truck and Equipment, LLC.

Company Name

George Gutierrez

Signature of Authorized Company Official

George Gutierrez - Regional Manager

Printed Name and Title

6-26-26

Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

RelianceTruck and Equipment, LLC.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 82-4901774
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC

2 Business name/disregarded entity name, if different from above.

RELIANCE TRUCK & EQUIPMENT

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9818 GREEN ROAD

6 City, state, and ZIP code

CONVERSE, TX 78109

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	2	–	4	9	0	1	7	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** James O Trump **Date** 5/13/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $200k estimated. (The period of the 12-month period is January 24 / December 24). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	6 Years	Refuse
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Austin	Dale Johnson	512-470-2739	dale.johnson@ci.austin.tx		
2.	City of San Antonio	David Badillo	210-207-6413	david.badillo@sanantonio.gov		
3.	City of Edinburg	Ramiro Gomez	956-369-3140	rgomez@cityofedinburg.com		
4.	City of Mission	Roel Mendiola	956-270-2250	rmendiola@missiontexas.us		
5.	City of Schulenburg	Glen Harden	979-743-9239	g.harden@schulenburgtx.org		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile:

Reliance Truck and Equipment, LLC

Reliance Truck and Equipment, LLC provides customers with various service and parts options. We currently operate three brick-and-mortar facilities in San Antonio, Dallas/Fort Worth, and Houston. Each site is staffed with fully trained and certified personnel in all our municipal product lines.

Our Products:

- **CUES**
- **Labrie**
- **Multihog**
- **Serco Loaders**
- **Rentals**

Locations:

San Antonio Location:

- **9818 Green Road, Converse, Texas 78222**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Dallas/Fort Worth Location:

- **100 Covelo Ave, Fort Worth, Texas 76111**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Houston Location:

- **4411 Airline Drive, Houston, Texas 77022**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Management Team:

- **Regional Manager: Jon Loftis (jloftis@relianceequip.net, 817-584-1860)**
- **Regional Manager: George Gutierrez (ggutierrez@relianceequip.net, 512-801-5268)**
- **Service Manager: Grady Cooper (gcooper@relianceequip.net, 210-596-2072)**
- **Service Manager: Jonathan "JR" Rogers (jrogers@relianceequip.net 817-229-3243)**
- **Parts: Shelby Martin (smartin@relianceequip.net – 210-709-7833)**
- **Parts: Lisandra Almendariz (lalmendariz@relianceequip.net 682-446-8055)**
- **Sales Team:**

- **Zach Dotson (zdotson@relianceequip.net, 832-623-1656)**
- **Matt Rendon (mrendon@relianceequip.net, 281-954-1456)**

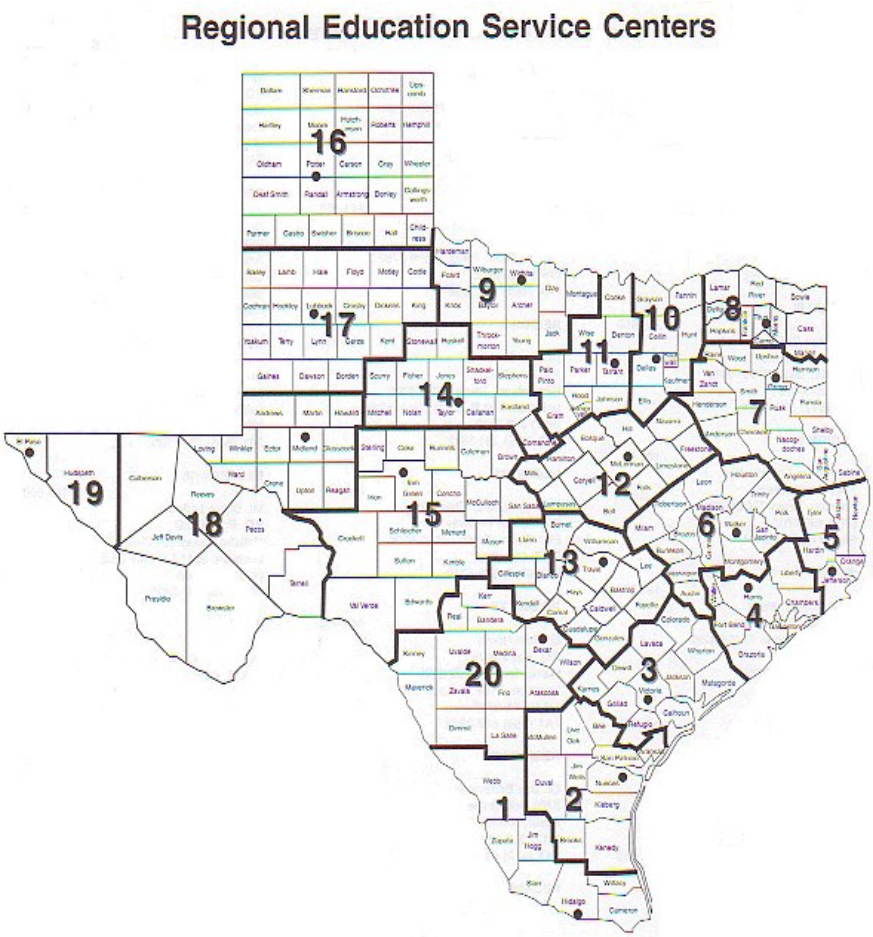
Parts and Service:

- **Parts and services are available with stock inventory managed by our Parts and Service Manager.**

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- [JJ] I will service all states in the United States.
- [ ] I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

RelianceTruck and Equipment, LLC.	786-25
Name of Vendor	Proposal Invitation Number
George Gutierrez	George Gutierrez
Signature of Authorized Company Official	Printed Name of Authorized Company Official

6-26-25

Date

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800.695.2919 • bids@buyboard.com • buyboard.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Reliance Truck and Equipment, LLC. is not for sale, in business since 2002

There are not transaction that would significantly alter the business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Reliance has facilities in Houston, San Antonio/Converse and Dallas/ Fort Worth

these brick and mortar facilities are staffed with Parts, Service and Account Managers

to assist our customers with any services needed we are supported by our

Manufactures which in total brings together over 100 plus years of experience

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We now have a marketing department dedicated to bring our customer up to date

nformation regarding our services, staff, and how to purchase with our partnership through

BuyBoard. Additional as we support our customer at various conferences we do advertise

our BuyBoard information on our equipment and tables for all to see.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial health of Reliance is excellent, Open credit terms with all our Manufactures including Cues. We are bondable and our insurance is attached for review.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

June 26, 2025

To: The Local Government Purchasing Cooperative

Re: Leach, Wittke and Labrie Unit Sales & Repair Part Sales/Service

Please accept this response to your inquiry on our distribution method for unit sale, service and support parts of our Leach, Wittke and Labrie brand of products.

All of our service part sales for our North American distribution channel originate from our USA operations site in Lafayette, Georgia. All of our end user part sales occur through authorized distributors with defined territories.

The entire state of Texas and New Mexico falls into the geographic area which is supported by Reliance Truck and Equipment, 9818 Green Road, Converse TX. Reliance Truck and Equipment is the only OEM distributor authorized to sell new equipment and parts, and provide warranty and repair service for Leach, Labrie and Wittke brand refuse and recycling body haulers for your account.

Should you have any further questions, do not hesitate in contacting us. If a price list is needed, please contact Reliance Truck and Equipment or our office directly.

Best Regards,

David Day

David Day
Executive Vice President

pac-mac
160 COMMERCE DRIVE • BAY SPRINGS, MS • 39422

June 26, 2025

Texas Buy Board Purchasing Cooperative
Austin, TX 78767

To Whom It May Concern,

This letter is to acknowledge that Reliance Truck and Equipment is authorized to sale Pac-Mac products in the state of Texas.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Mark Dyess

Mark Dyess
Pac-Mac National Sales Manager
Mobile: 601.670.3290
Office: 601.764.4121, ext. 3358
Email: dyess.mark@hol-mac.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Refuse Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers).
2. Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers).
3. Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers)
4. Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers).
5. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers).
6. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers).
7. Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers).
8. Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers).
9. Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers).
10. Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers).

11. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers).
12. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers).
13. Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers).
14. Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers).
15. Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers).
16. Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers).
17. Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers).
18. Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers).
19. Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers).
20. Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes).
21. Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes).
22. Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers).
23. Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes).
24. Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings).
25. Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers).
26. Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes).
27. Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers).
28. Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.**

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

29. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.**

Section III: Dump Bodies, Concrete Mixers, and Related Items

30. Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers).
31. Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted).
32. Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.**
33. Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
34. Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
35. Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items.**

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

36. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.**

Section V: Repair Parts and Supplies

37. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.**

Section VI: Installation and Repair Service

38. **Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC Information

Contact: GEORGE GUTIERREZ
Address: 9818 GREEN RD
CONVERSE, TX 78109
Phone: (210) 648-3337
Email: GGUTIERREZ@RELIANCEEQUIP.NET

By submitting your response, you certify that you are authorized to represent and bind your company.

George Gutierrez
Signature

ggutierrez@relianceequip.net
Email

Submitted at 6/26/2025 03:48:27 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No.786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Proposal No. 786-25..pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Labrie - 2026A.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

Labrie - 2026A.pdf

REQUIRED A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1.Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2.Addressed to “The Local Government Purchasing Cooperative”,
3.Dated within the current calendar year,
4.List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5.Name, Title, and Signature of Authorized Official from Manufacturer.

Company Profile

Company Profile - Reliance.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9-RELIANCE.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre.pdf

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader.pdf

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader

Pac-Mac _ Texas Buy Board Letter.pdf

Pac-Mac _ Texas Buy Board Letter

Reliance - AC Disposal Local Govt Purcahsing Coop letter.pdf

Reliance - AC Disposal Local Govt Purcahsing Coop letter

BeauROc.pdf

BeauRoc - Letter

2025 Pricing Catalog - US and CAD - FINAL.pdf

2025 Pricing Catalog - US and CAD - FINAL

Bid Attributes

1	**Name of Proposing Company (Legal Name)** By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. Reliance Enviromental Truck Sales, LLC
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. Reliance Truck & Equipment
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 9818 Green Road

4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Converse
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 78109
7	**Federal Identification Number** Federal Identification Number 80-4901774
8	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

George

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Gutierrez

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

ggutierrez@relianceequip.net

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

9818 Green Road

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Converse

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78109

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

512-801-8265

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

https://reliancetruckandequipment.com/

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

ggutierrez@relianceequip.net

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

George

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

ggutierrez@relianceequip.net

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

George

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Billing Agent Authorization

54 **Invoice Company Name**

Invoice Company Name

Reliance Environmental Truck Sales, LLC

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Jennifer

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Lugo

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

9818 Green Road

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Converse

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78109

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

210-648-3337

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jlugo@relianceequip.net

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

NET 30

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Reliance Enviromental Truck Sa

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

110 **Company Name**

Company Name

Reliance Enviromental Truck Sa

111 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for Base **Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

4 **Section I: Refuse Equipment, Products, and Supplies**

Discount(%) off catalog/price list for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PACMAC - 2025A - Rear Loader

6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

10

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

11

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

12

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

13

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

14

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

15

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

16

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

17

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

19

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

20

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

21

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model High-Capacity Recycler (various cubic sizes)** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

22

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contai

23

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP_Debris Other (NO CHA

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

24 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

30

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

31

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

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- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **All Other Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

36

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

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- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

37

Section V: Repair Parts and Supplies

Discount (%) off catalog/price list for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 Pricing Catalog - US and

38

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $205.00 Total: $205.00

Response Total: $205.00

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 30, 2026 08:57:11 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING_MEMO_FOR_RELIANCE_FY27

Final Audit Report 2026-08-06

Created:	2026-08-04
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmz11pUn6lLzHs_YSq5RqfV3jPzoNquFS
Documents:	PURCHASING_MEMO_FOR_RELIANCE_FY27.pdf (100 pages)
Number of Documents:	1
Document page count:	100
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_RELIANCE_FY27" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-04 - 10:06:20 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-04 - 10:10:34 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-04 - 10:10:50 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-04 - 10:11:01 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-04 - 10:15:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-04 - 10:16:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-08-04 - 10:16:18 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-08-04 - 10:18:50 PM GMT- IP address: 153.66.19.138

Powered by Adobe Acrobat Sign

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2026-08-04 - 10:40:51 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-08-06 - 8:05:06 PM GMT - Time Source: server- IP address: 153.66.19.121 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-06 - 8:05:06 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Two (2) 15yard Labrie Packing Bodies

Vendor Name: Reliance Environmental Truck Sales, LLC.

Munis Vendor Number: 10497

Item and Issue:
The Public Utilities Department, Environmental Services Division, requests your review and approval to purchase two (2) 15-yard Labrie Automizer side-load packing bodies from Reliance Environmental Truck Sales, LLC dba Reliance Truck & Equipment, in the total amount of $517,778.00, excluding applicable taxes. This purchase will be made through the BuyBoard Local Government Purchasing Cooperative, Contract No. 786-25, effective December 1, 2025, through November 30, 2026**.**

BACKGROUND AND SUMMARY:
Environmental Services is requesting approval to purchase two (2) 15-yard Labrie Automizer side-load packing bodies equipped with compressed natural gas (CNG) systems. These units will be mounted by Reliance Environmental Truck Sales onto new CNG-powered Kenworth L770 chassis.

The purchase will replace two (2) aging 15-yard side-load recycling vehicles that are approaching 10 years of service and are becoming increasingly unreliable due to rising maintenance costs. Over the past two years, these Labrie Automizer packing bodies have demonstrated exceptional reliability, operational efficiency, and durability within the Environmental Services fleet, making them a proven replacement solution.

This acquisition also supports the City of Santa Fe's commitment to reducing greenhouse gas emissions and lowering its carbon footprint by continuing the transition to cleaner, more sustainable CNG-powered fleet vehicles.

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

BuyBoard Local Government Purchasing Cooperative No. 786-25, effective December 1, 2025, through November 30, 2026.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano **Date:** 08/03/2026

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:
Vendor's Quote and Specs
BuyBoard Contract Award Letter and Summary
RFP #786-25 Acceptance and Contract Agreement
Fleet Maintenance Manager's Memo

RELIANCE
AN OWEN COMPANY

Quote #: 202601832
Quote Date: 7/22/2026
Quote Valid Until: 12/18/2026

100 Covelo Ave
Fort Worth, TX 76111

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Quantity 2 - $517,778

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2026	Refuse	150-180 days ARC	Santa FE	$258889.00

Equipment Detail

Quantity	Equipment Description
1	15yd Automizer (15 0)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	Environmental spill kit in toolbox
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Anti-sail bars on rear mudflaps
1	Fire Extinguisher- 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	Quad Envirolink Cameras - RH Post (Arm), Tailgate, Hopper, Curbside Alley
1	EnviroLink 9" Color Monitor (DVR) (4 Channels) on ceiling
1	Protection on Cameras

Quantity	Equipment Description
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Crusher panel control on joystick
1	Packer control on joystick
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2

Additional Requests

Quantity	Description
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap
1	Heavy Duty Arm & Gripper, "32 to 95 US gal"
1	Regen Valve on Packer Cylinders
1	Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels
1	Toolbox on Chassis Aluminium 24"D x 24"H x 14"W (Swing Door)
1	3 body paint colors
1	CNG System Back of Cab System - 75DGE

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing. Pricing is subject to change to reflect additional costs incurred directly by us or passed through to us by our vendors as a direct result of future tariffs, trade policies, or government-imposed duties.

X_____ Date:_____
Martin Valdez or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Refuse and Recycle Bodies, Containers, and Other Transport Bodies	**Proposal Due Date/Opening Date and Time** June 26, 2025, at 4:00 PM
Proposal Invitation Number 786-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2025, through November 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Reliance Enviromental Truck Sales, LLC
Name of Proposing Company

6-26-25
Date

9818 Green Road
Street Address

George Gutierrez
Signature of Authorized Company Official

Converse, Texas 78750
City, State, Zip

George Gutierrez
Printed Name of Authorized Company Official

512-801-5268
Telephone Number of Authorized Company Official

Regional Manager
Position or Title of Authorized Company Official

210-248-3066
Fax Number of Authorized Company Official

82-4901774
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: JJ

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial JJ

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: gg

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: GG

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:**

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: GG

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: GG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, price lists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: GG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, price lists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, price lists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: JJ

B. Copyright Information

Does your Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/price list name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: gg

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** JJ

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Reliance Truck and Equipment, LLC.

Company Name

George Gutierrez

Signature of Authorized Company Official

George Gutierrez - Regional Manager

Printed Name and Title

6-26-26

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

RelianceTruck and Equipment, LLC.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 82-4901774
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC

2 Business name/disregarded entity name, if different from above.

RELIANCE TRUCK & EQUIPMENT

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9818 GREEN ROAD

6 City, state, and ZIP code

CONVERSE, TX 78109

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	2	–	4	9	0	1	7	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** James O Trump **Date** 5/13/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $200k estimated. (The period of the 12-month period is January 24 / December 24). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	6 Years	Refuse
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Austin	Dale Johnson	512-470-2739	dale.johnson@ci.austin.tx		
2.	City of San Antonio	David Badillo	210-207-6413	david.badillo@sanantonio.gov		
3.	City of Edinburg	Ramiro Gomez	956-369-3140	rgomez@cityofedinburg.com		
4.	City of Mission	Roel Mendiola	956-270-2250	rmendiola@missiontexas.us		
5.	City of Schulenburg	Glen Harden	979-743-9239	g.harden@schulenburgtx.org		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile:

Reliance Truck and Equipment, LLC

Reliance Truck and Equipment, LLC provides customers with various service and parts options. We currently operate three brick-and-mortar facilities in San Antonio, Dallas/Fort Worth, and Houston. Each site is staffed with fully trained and certified personnel in all our municipal product lines.

Our Products:

- **CUES**
- **Labrie**
- **Multihog**
- **Serco Loaders**
- **Rentals**

Locations:

San Antonio Location:

- **9818 Green Road, Converse, Texas 78222**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Dallas/Fort Worth Location:

- **100 Covelo Ave, Fort Worth, Texas 76111**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Houston Location:

- **4411 Airline Drive, Houston, Texas 77022**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Management Team:

- **Regional Manager: Jon Loftis (jloftis@relianceequip.net, 817-584-1860)**
- **Regional Manager: George Gutierrez (ggutierrez@relianceequip.net, 512-801-5268)**
- **Service Manager: Grady Cooper (gcooper@relianceequip.net, 210-596-2072)**
- **Service Manager: Jonathan "JR" Rogers (jrogers@relianceequip.net 817-229-3243)**
- **Parts: Shelby Martin (smartin@relianceequip.net – 210-709-7833)**
- **Parts: Lisandra Almendariz (lalmendariz@relianceequip.net 682-446-8055)**
- **Sales Team:**

- **Zach Dotson (zdotson@relianceequip.net, 832-623-1656)**
- **Matt Rendon (mrendon@relianceequip.net, 281-954-1456)**

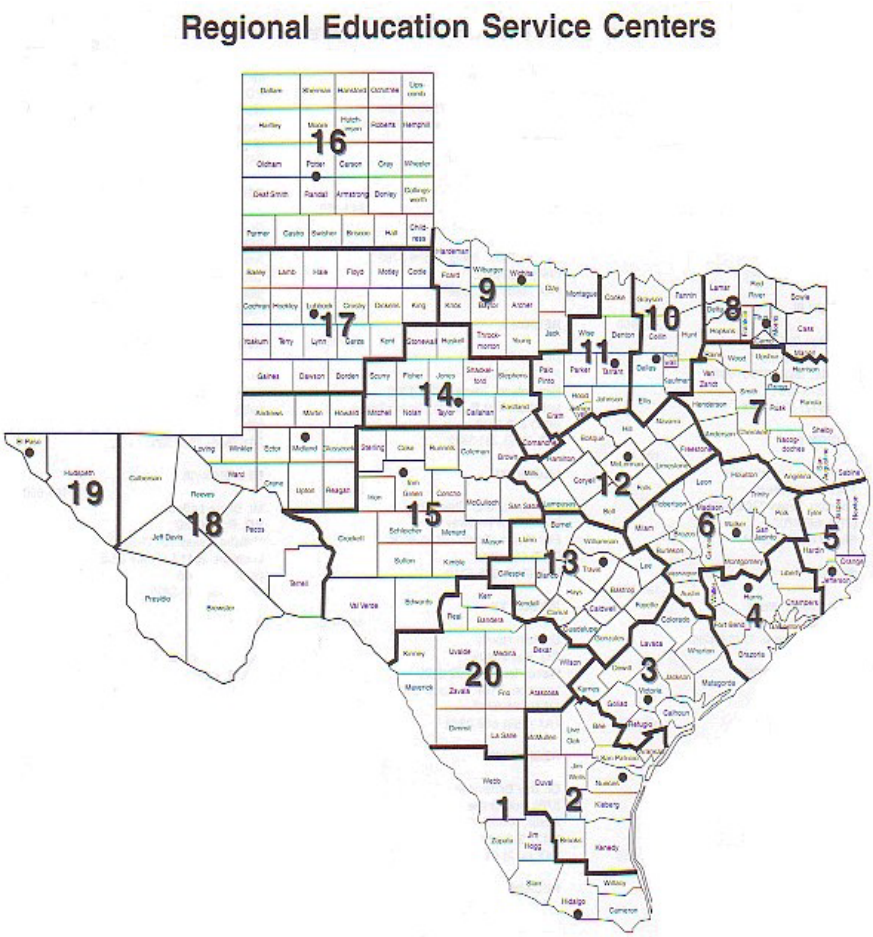
Parts and Service:

- **Parts and services are available with stock inventory managed by our Parts and Service Manager.**

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- [x] I will service all states in the United States.
- [ ] I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

RelianceTruck and Equipment, LLC.	786-25
Name of Vendor	Proposal Invitation Number
George Gutierrez	George Gutierrez
Signature of Authorized Company Official	Printed Name of Authorized Company Official

6-26-25

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Reliance Truck and Equipment, LLC. is not for sale, in business since 2002

There are not transaction that would significantly alter the business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Reliance has facilities in Houston, San Antonio/Converse and Dallas/ Fort Worth

these brick and mortar facilities are staffed with Parts, Service and Account Managers

to assist our customers with any services needed we are supported by our

Manufactures which in total brings together over 100 plus years of experience

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We now have a marketing department dedicated to bring our customer up to date

nformation regarding our services, staff, and how to purchase with our partnership through

BuyBoard. Additional as we support our customer at various conferences we do advertise

our BuyBoard information on our equipment and tables for all to see.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial health of Reliance is excellent, Open credit terms with all our Manufactures including Cues. We are bondable and our insurance is attached for review.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

June 26, 2025

To: The Local Government Purchasing Cooperative

Re: Leach, Wittke and Labrie Unit Sales & Repair Part Sales/Service

Please accept this response to your inquiry on our distribution method for unit sale, service and support parts of our Leach, Wittke and Labrie brand of products.

All of our service part sales for our North American distribution channel originate from our USA operations site in Lafayette, Georgia. All of our end user part sales occur through authorized distributors with defined territories.

The entire state of Texas and New Mexico falls into the geographic area which is supported by Reliance Truck and Equipment, 9818 Green Road, Converse TX. Reliance Truck and Equipment is the only OEM distributor authorized to sell new equipment and parts, and provide warranty and repair service for Leach, Labrie and Wittke brand refuse and recycling body haulers for your account.

Should you have any further questions, do not hesitate in contacting us. If a price list is needed, please contact Reliance Truck and Equipment or our office directly.

Best Regards,

David Day

David Day
Executive Vice President

pac-mac
160 COMMERCE DRIVE • BAY SPRINGS, MS • 39422

June 26, 2025

Texas Buy Board Purchasing Cooperative
Austin, TX 78767

To Whom It May Concern,

This letter is to acknowledge that Reliance Truck and Equipment is authorized to sale Pac-Mac products in the state of Texas.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Mark Dyess

Mark Dyess
Pac-Mac National Sales Manager
Mobile: 601.670.3290
Office: 601.764.4121, ext. 3358
Email: dyess.mark@hol-mac.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Refuse Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers).
2. Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers).
3. Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers)
4. Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers).
5. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers).
6. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers).
7. Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers).
8. Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers).
9. Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers).
10. Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers).

11. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers).
12. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers).
13. Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers).
14. Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers).
15. Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers).
16. Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers).
17. Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers).
18. Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers).
19. Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers).
20. Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes).
21. Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes).
22. Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers).
23. Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes).
24. Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings).
25. Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers).
26. Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes).
27. Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers).
28. Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.**

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

29. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.**

Section III: Dump Bodies, Concrete Mixers, and Related Items

30. Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers).
31. Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted).
32. Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.**
33. Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
34. Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
35. Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items.**

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

36. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.**

Section V: Repair Parts and Supplies

37. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.**

Section VI: Installation and Repair Service

38. **Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC Information

Contact: GEORGE GUTIERREZ
Address: 9818 GREEN RD
CONVERSE, TX 78109
Phone: (210) 648-3337
Email: GGUTIERREZ@RELIANCEEQUIP.NET

By submitting your response, you certify that you are authorized to represent and bind your company.

George Gutierrez
Signature

ggutierrez@relianceequip.net
Email

Submitted at 6/26/2025 03:48:27 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No.786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Proposal No. 786-25..pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Labrie - 2026A.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

Labrie - 2026A.pdf

REQUIRED A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1.Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2.Addressed to “The Local Government Purchasing Cooperative”,
3.Dated within the current calendar year,
4.List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5.Name, Title, and Signature of Authorized Official from Manufacturer.

Company Profile

Company Profile - Reliance.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9-RELIANCE.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre.pdf

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader.pdf

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader

Pac-Mac _ Texas Buy Board Letter.pdf

Pac-Mac _ Texas Buy Board Letter

Reliance - AC Disposal Local Govt Purcahsing Coop letter.pdf

Reliance - AC Disposal Local Govt Purcahsing Coop letter

BeauROc.pdf

BeauRoc - Letter

2025 Pricing Catalog - US and CAD - FINAL.pdf

2025 Pricing Catalog - US and CAD - FINAL

Bid Attributes

1	**Name of Proposing Company (Legal Name)** By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. Reliance Enviromental Truck Sales, LLC
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. Reliance Truck & Equipment
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 9818 Green Road

4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Converse
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 78109
7	**Federal Identification Number** Federal Identification Number 80-4901774
8	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

George

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Gutierrez

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

ggutierrez@relianceequip.net

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

9818 Green Road

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Converse

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78109

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

512-801-8265

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

https://reliancetruckandequipment.com/

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

ggutierrez@relianceequip.net

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

George

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

ggutierrez@relianceequip.net

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

George

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Billing Agent Authorization

54 **Invoice Company Name**

Invoice Company Name

Reliance Environmental Truck Sales, LLC

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Jennifer

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Lugo

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

9818 Green Road

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Converse

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78109

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

210-648-3337

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jlugo@relianceequip.net

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

NET 30

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Reliance Enviromental Truck Sa

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

110 **Company Name**

Company Name

Reliance Enviromental Truck Sa

111 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for Base **Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

4 **Section I: Refuse Equipment, Products, and Supplies**

Discount(%) off catalog/price list for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PACMAC - 2025A - Rear Loader

6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

10

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

11

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

12

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

13

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

14

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

15

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

16

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

17

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

19

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

20

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

21

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model High-Capacity Recycler (various cubic sizes)** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

22

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contai

23

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP_Debris Other (NO CHA

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

24

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

30

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

31

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **All Other Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

36

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

37

Section V: Repair Parts and Supplies

Discount (%) off catalog/price list for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 Pricing Catalog - US and

38

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $205.00 Total: $205.00

Response Total: $205.00

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 29, 2026 13:00:23 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING MEMO FOR RELIANCE FY27 II

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	MARTIN VALDEZ (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhgZbtGvkMIUOSLiLAzWMiU4G1k6T29Kd
Documents:	PURCHASING MEMO FOR RELIANCE FY27 II.pdf (2 pages) RELIANCE QUOTE_SPECS II.pdf (3 pages) Reliance Acceptance Letter_Agreement.pdf (3 pages) Reliance Enviromental Proposal_Contract Docs.pdf (90 pages) FLEET MANAGERS RECUSAL MEMO.pdf (1 page)
Number of Documents:	5
Document page count:	100
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING MEMO FOR RELIANCE FY27 II" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2026-07-29 - 5:36:20 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2026-07-29 - 5:39:35 PM GMT

Document e-signed by MARTIN VALDEZ (mjvaldez@santafenm.gov)
Signature Date: 2026-07-29 - 5:40:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2026-07-29 - 5:40:29 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2026-07-29 - 6:59:48 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2026-07-29 - 7:00:23 PM GMT - Time Source: server- IP address: 98.32.45.87 - Signature Appearance Selected: TYPE

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2026-07-29 - 7:00:26 PM GMT

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Email viewed by Jesse Roach (jdroach@santafenm.gov)

2026-07-29 - 7:00:35 PM GMT- IP address: 62.10.205.18

Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2026-07-29 - 11:46:26 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-29 - 11:46:26 PM GMT

PURCHASING_MEMO_FOR_RELIANCE_FY27_II

Final Audit Report 2026-08-03

Created:	2026-08-03
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyeF4XFSG6tW-NY1j3kSBfaLrawTGapGQ
Documents:	PURCHASING_MEMO_FOR_RELIANCE_FY27_II.pdf (102 pages)
Number of Documents:	1
Document page count:	102
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_RELIANCE_FY27_II" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-03 - 3:16:26 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-03 - 3:23:16 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-03 - 3:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-03 - 3:24:05 PM GMT

Email sent to inancecommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 3:24:11 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 3:24:15 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-03 - 4:06:55 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-03 - 4:08:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Powered by Adobe Acrobat Sign

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-08-03 - 4:08:19 PM GMT

Email sent to inancecommitteemeeting@santafenm.gov bounced and could not be delivered

2026-08-03 - 4:08:25 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2026-08-03 - 5:07:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-03 - 5:07:57 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 28, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Two (2) Kenworth L770 Single-Axle Chassis

Vendor Name: Inland Kenworth US, Inc.

Munis Vendor Number: 10326

ITEM AND ISSUE:

Public Utilities Department, Environmental Services is requesting your review and approval, to purchase Two (2) Kenworth L770 Single-Axle Chassis in the Total Amount of $387,688.00 excluding tax with Inland Kenworth US, Inc. via Cooperative Educational Services (CES) Contract #2024-24-C121-ALL, expiring 05/21/2028.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase Two (2) Kenworth L770 Single-Axle Chassis, powered by compressed natural gas (CNG), to replace existing side-load recycling vehicles that will soon be 10 years old and quickly becoming no longer viable due to consistently high maintenance costs. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C121-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 08/04/2026

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:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis Specs
Fleet Maintenance Manager's Memo

Quote

INLAND
INLAND KENWORTH

Anthony Di Benedetti
505-525-1479 **adibenedetti@inland-group.com**

Date:	July 23, 2026
Valid Until	August 2, 2026
Quote #:	112127
PREMIER #	QUO-1243645-C2C7B1

Customer

Sity Of Santa Fe Solid Waste

Martin Valdez

505-231-3751

Quote/Project Description

PER CES 2024-24-C121-ALL

One 2027 Kenworth L770 sinxle axle LCF chassis with ASL CNG 15 yard	Line Total
base spec: 2027 Kenworth L770, 60K GVWR. 20K front axle w/matching componets, 46K rear Axles w/ matching componets, 315/85R22.5tires on Aluminium wheels Cummins L9N 320HP engine, Allison 4000 transmission, Hendrickson Haulmax 46K suspension,53" low cab forward right hand drive cab. Drum brakes	$ 214,507.00
plus or minus (+ or -) option below:	
23K rear axle with matching suspension and wheel end componets in leu of 46K rear axle	$ (15,395.00)
Allison 3000 in leu of Allison 4000	$ (5,268.00)
CES 2% discount on options	$ (414.00)

Special Notes & Instructions: this purchase requires 2 PO's. one for the chassis to be paid once once chassis is built, the other for the body, to be paid once body is installed and you take possision of unit

SUB TOTAL	$ 193,844.00
BODY	$0.00
FET	N/A
Sales Tax	N/A
total	193,844.00

7711 Fortuna Rd. NW, Albuquerque, NM, 87121

INLAND

BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.
7711 Fortuna Rd NW
Albuquerque, NM 87121
Phone : (505) 884-0300 Fax: (505) 881-0824

DATE:	7/23/2026	**BUYER'S NAME:**	City of Santa Fe - Solid Waste Management
ADDRESS:	PO Box 909	**PHONE:**	(505) 955-2241
CITY:	Santa Fe	**STATE:**	NM
ZIP:	87504-0909		

QUANTITY:	1	**NEW:**	New	**COLOR:**		**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770	15 yard single axle side loader	
SERIAL # (s):	TBD						
STOCK # (s):	TBD						
QUANTITY:	1	**NEW:**	New	**COLOR:**		**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770	15 yard single axle side loader	
SERIAL # (s):	TBD						
STOCK # (s):	TBD						

SALESPERSON: Anthony Dibenedetti

Price / Unit	Qty	Purchase
$193,844.00	2	Total
FET		$387,688.00
Documentation		$0.00
Taxable Amount *(above less FET + Trade) $901,672.00*		$0.00
Sales Tax		
Ext. Warranty		$0.00
Administration		$0.00
License & Title		$0.00
Insurance Waiver		$0.00
Tire Disposal Fee		$0.00
Out of State Delivery		$0.00
Total		**$387,688.00**
Cash Deposit		$0.00
Trade Equity		$0.00
Amount Financed		$0.00
Cash on Delivery		$0.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature	Title	Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature	Title	Date

THANK YOU FOR YOUR BUSINESS!

CES BLUE BOOK

Inland Kenworth US, Inc. - 2024-24-C121-ALL

Overview
Inland Kenworth US, Inc.

Contract Source
CES

Contract Type
Price Agreements

Contract Number
2024-24

Category/Subcategory
Fleet and Related
- Automotive Equipment and Supplies
- Automotive Parts and Tires
- Electric Vehicles
- Heavy Duty Trucks
- Hybrid Vehicles

Description
Complete line of Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc.

Contracting Officer
Joe Valencia

Initiation Date
5/22/2024

Expiration Date
5/21/2028

Multi Year Award
No

No information to display

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Inland Kenworth US, Inc.
7711 Fortuna Rd. NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Inland Kenworth US, Inc., with its principal office located at 7711 Fortuna Rd. NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 22, 2024 through May 21, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

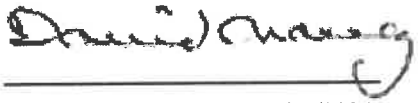
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 05/22/2024

Executive Director

Date: 05/22/2024

Inland Kenworth US, Inc.

Anthony DiBenedetti

Electronically Signed on 05/22/2024

Truck Sales

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

It is the intent of CES to establish a contract with multiple vendors who can supply the vehicles and services listed throughout this Scope of Work, for direct purchase, and as needed. All vehicles and services are to be supplied according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of CES' Membership. Selected Contractors shall provide vehicles, and/or services as requested by the Member's Representative or their designee. CES or its Membership offers no guarantee of vehicles or services to be purchased under the Contract.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of vehicles and services being requested. Always use the latest up to date versions of a standard, code, or specification.

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

1. At the minimum, warranties shall be the manufacturer's standard new vehicle warranty. All warranties shall begin when the vehicle is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when a vehicle is actually put in service.

G. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulations, exceptions, limitations and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. The term of a warranty is extended by any period of time during which repair services are not available to the CES Member or Participating Entity because of any war, invasion, strike, fire, flood or other natural disaster.

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

c. OEM parts
   a. 12 months unlimited mileage

d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles

e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

1. Shall be waterproof that is readily audible outside each vehicle when the transmission is in reverse.
2. A rear obstacle detection system can be offered.

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

1. Corrosion Protection: Per OEM manufacturer's specifications.

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

5. To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized.
6. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents.
7. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
   a. Blisters or bubbles appearing in the topcoat film
   b. Chips, scratches, or gouges of the surface finish
   c. Cracks in the paint film
   d. Craters where paint failed to cover due to surface contamination
   e. Over spray
   f. Peeling
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface
   h. Chemical stains and water spots

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

1. Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the rear of the truck.

MM. OPTIONAL EQUIPMENT AND FEATURES

1. The Offeror is to provide a list of optional equipment and features that can be offered to customize the vehicle to meet the CES Members or Participating Entities needs, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, lift buckets, power take off unit (PTO), ladder racks, wet unites, fire truck bodies, etc.
2. The Offeror will need to provide details on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the vehicle.

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts are provided for warranty repair, they must not void the manufactures warranty.

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

1. Training for maintenance staff on the proper service and repair of the vehicle and body.
2. Training for drivers on the proper and safe operation of the vehicle and body with special emphasis on how the emission control's function.

TT. PUBLICATIONS AND PRINTED MATERIALS

1. Each vehicle will have a complete set of operation, and warranty publications. The following shall be provided at time of delivery:
   a. Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions to include but not limited to air conditioning systems, tie downs, heater, emissions, engine operations, lights, radio, wiring diagram and body modifications, accessories and related equipment.
   b. A complete schematic diagram of all hydraulic lines, air lines and electric circuits.
   c. Warranty Information: Each vehicle will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

UU. ADDITIONS TO THE SCOPE OF WORK

Offerors who receive a contract as a result of this solicitation, and through the duration of the contract, may propose vehicles, equipment, products, and related services that were either inadvertently left out of this RFP, or are new technology. Such proposed items shall be submitted to CES for review and must remain consistent with the spirit of the RFP. Items approved shall be added to the contract through an amendment, mutually agreed upon by all parties to the contract.

Omissions in this proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

COST PROPOSAL

Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Inland Kenworth US, Inc.

Medium & Heavy-Duty Trucks

2024-24

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Cab and Chassis Class 3 - GVRW of 10,00114,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 4 - GVRW of 14,00116,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 5 - GVRW of 16,00119,500 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 6 - GVRW of 19,50126,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 7 - GVRW of 26,00133,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 8 - GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Dump Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Roll-Off Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Bodies	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Utility Beds	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional equipment	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Hourly Rates for Paint and Body Services	Hourly Rate	cost	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
DOT Inspections	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Drivers	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Maintenance Personnel	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	cost	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Emergency Road Side Service	Hourly Rate	cost	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
Emergency Road Side Service	Cost per mile	cost	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Alternative Costing O/P	Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %

KENWORTH

PB L770 (F770)
1700 Woodbrook St
Denton, Texas 76205

Stock

Annamarie Kirkpatrick
Cell Phone:
Office Phone: 940-591-4000
Email: A.Kirkpatrick@paccar.com

Stock Order

Vehicle Summary

Unit	
Model:	L770
Type:	Full Truck
Description 1:	Q743 RH L9N
Description 2:	Inland
Application	
Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling
Body	
Type:	Automated Side Loader
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	20000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	66000
G.C.W. (lbs):	72000
Road Conditions:	
Class A (Highway)	94
Class B (Hwy/Mtn)	6
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	221
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	220.9
Cab to EOF (in):	295.9
Overall Comb. Length (in):	353.3
Special Req.	

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model L770** Peterbilt's Model L770 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	16,475
0091180	S	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095120	O	**Automated Side Loader**	0	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200631	U	**Kenworth Model L770**	0	0
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	0
Frame & Equipment				
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	1,207	251
0601500	O	**Full Steel Inner Liner**	1,054	713
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	4
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	42
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
0651010	O	**Peterbilt Rear Mudflaps and Straight Hangers** Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	130	25
0713130	O	**(2) Solid Mount Cable Hooks**	0	40
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	491	-26
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	0
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	84
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	0
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	0
Rear Axle & Equipment				
1523440	S	**Dana Spicer D46-172 46,000 LBS** Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	0
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	0
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	60
1680065	O	**Remote Mount Rear Axle Vent**	120	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	9
1680460	O	**Heavy Wall, Drive Axle(s)**	1,886	88
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	531	36
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680525	O	**Pneumatic Park Brake**	0	0
1680550	O	**Upsize Parking Brakes**	236	0
1680920	O	**Heavy Duty Brake Drums, Drive Axle(s)** Use with 16.5x8.6 Brakes	148	27
1680932	O	**Center Of Gravity From Top Of Frame, Refuse Body** Enter desired center of gravity range (from 10"-99") in narrative field. *Narr 30*	0	0
1680933	O	**Body Plus Payload Weight, Refuse Body** Enter desired body plus payload range (from 10,000lbs. to 80,000lbs.) in narrative field. *Narr 18000*	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	0
1706140	O	**Ratio 6.14 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	-84

Sales Code	Std/ Opt	Description	$ List	Weight
1921375	O	**16.5" Saddle Height HMX EX 400/460** IPO Std 18.5"	413	0
1921965	O	**HMX EX Double Rebound Strap Kit**	272	0
1922615	O	**HD Shock Absorbers For HD Suspension Pkg.** Hendrickson HMX EX	483	0

Engine & Equipment

2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 65....Maximum Accelerator Pedal Ve N21370 P059 65....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	24,403	-70
2091120	S	**EMUX Electronics Architecture**	0	0
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372		**Eff EIST NA Expiration Miles**	0	0
2091640		**Effective VSL Setting NA**	0	0
2092016	O	**Typical Operating Speed 62 MPH**	0	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0

100% *Complete*

Sales Code	Std/ Opt	Description	$ List	Weight
2140220	O	**CARB and EPA Engine Idling Not Required**	0	0
2140400	O	**Reinforced Belly Pan**	181	0
2140420	O	**Engine Oil Test Port** Expanded availability of the engine oil test port to include availability with MX-11 engines.	176	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	0
2140660	O	**CARB Emission Compliant Engine**	0	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2511400	O	**160 Amp Alternator, 36 SI Brushless** The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offfered in 12 volt and 24 volt models with a J180 hinge mount.	635	10
2516070	O	**Remote Voltage Sense Wiring**	16	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	92	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	-31	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	0
3120320	O	**Bugscreen**	148	5
3120450	S	**Stainless Steel Grille**	0	0
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting Port**	38	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	-1,352
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	390
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	15
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	-5
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	117	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	11
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	0
4252950	O	**Omit Allison Neutral At Stop**	0	0
4253060	O	**Remote Mount Allison Transmission Vent**	121	2
4256020	S	**Console Mounted Push Button Shifter**	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
4256910	O	**Allison Transmission Fluid Test Port** Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	0
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4520180	O	**Air Tank Valve Guards**	96	0
4540420	S	**Nylon Chassis Hose**	0	0
4540910	O	**Compressor Discharge Line Test Valve**	395	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.		
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	0
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	-24
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	248
5190008	S	**Code-rear Tire Qty 08**	0	0
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	-110
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	-216
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	0
5604000	O	**Location LH BOC 000 Gal**	0	0
5653080	O	**CNG Body Mounted Cabinet Only**	0	0
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	1
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	4
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module	1,357	0

Sales Code	Std/ Opt	Description	$ List	Weight
		BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	0
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6541233		**KEY G233**	0	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	411	43
6939420	O	**High Back Driver**	45	0
6939480	O	**Mordura Driver**	37	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939580	O	**Mordura Passenger**	60	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	76	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7001999	U	**KW L770, Use Kenworth Steering wheel logo** *Narr production quality wants this narrative to callout KW steering wheel*	0	0
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	**(2) Defroster Fan On Rear Header**	248	60
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	-7
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	73	0
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	134	4
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	10
7722999	U	**KW L770, Use Kenworth logo on radio** *Narr production quality wants this narrative to callout KW radio*	0	0
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	0
7728050	O	**USB Port**	66	0
7788335	S	**Global Telematics Hardware**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	13
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	12
7900401	O	**Cruise Control Inactive With Wipers On**	0	0
7901130	O	**Backup Alarm (107 DB)**	112	3
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	1
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0	0
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure. Secondary Air Pressure for air brake trucks.	83	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133960	O	**Daytime Running Lights**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.		
8134160	O	**Self-Canceling Turn Signal**	0	2
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	2
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9407147	O	**Fuel Price Index Factor $0 NET**	0	0
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	0
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. *Narr match chassis 119482*	1,500	0
Miscellaneous				
9409081	O	**State Of Registry: New Mexico**	0	0
9409641	O	**Model Year 2026 Engine**	0	0
9409749	O	**2024 Series Emissions Engine**	0	0
Promotions				

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 31, 2026 16:31:06 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

INLAND 15YD PURCHASING MEMO

Final Audit Report 2026-07-31

Created:	2026-07-31
By:	MARTIN VALDEZ (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp2QVgEtovW19MVesBl8FTa4v-gMig-qO
Documents:	INLAND 15YD PURCHASING MEMO.pdf (2 pages) INLAND 15YD QUOTE.pdf (3 pages) INLAND CES AWARD LETTER.pdf (2 pages) INLAND CES CONTRACT.pdf (22 pages) INLAND VEHICLE SPECS.pdf (13 pages) FLEET MANAGERS RECUSAL MEMO.pdf (1 page)
Number of Documents:	6
Document page count:	44
Number of supporting files:	0
Supporting files page count:	0

"INLAND 15YD PURCHASING MEMO" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2026-07-31 - 10:26:01 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2026-07-31 - 10:27:50 PM GMT

Document e-signed by MARTIN VALDEZ (mjvaldez@santafenm.gov)
Signature Date: 2026-07-31 - 10:28:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2026-07-31 - 10:28:59 PM GMT

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2026-07-31 - 10:30:37 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2026-07-31 - 10:31:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2026-07-31 - 10:31:08 PM GMT

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Email viewed by Jesse Roach (jdroach@santafenm.gov)

2026-07-31 - 10:54:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2026-07-31 - 10:54:17 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-31 - 10:54:17 PM GMT

INLAND_15YD_PURCHASING_MEMO_(1) (3)

Final Audit Report 2026-08-04

Created:	2026-08-03
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkaZde1ztQ5Yw7qT76lxHcosXvenwAxM4
Documents:	INLAND_15YD_PURCHASING_MEMO_(1) (3).pdf (46 pages)
Number of Documents:	1
Document page count:	46
Number of supporting files:	0
Supporting files page count:	0

"INLAND_15YD_PURCHASING_MEMO_(1) (3)" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-03 - 5:49:23 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-03 - 5:52:38 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-03 - 5:55:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-03 - 5:55:41 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 5:55:55 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-03 - 8:12:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-03 - 8:12:41 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-08-03 - 8:12:51 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered

2026-08-03 - 8:12:55 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-08-03 - 8:32:17 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-08-04 - 2:54:58 PM GMT - Time Source: server- IP address: 153.66.19.138 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-04 - 2:54:58 PM GMT

DATE: **August 7, 2026**

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

FROM: **John Dickinson, Airport Director** JCD
JCD

VIA: **Paulette Ortiz, Grants Administrator** PO

ITEM AND ISSUE:

Request For Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant # SAF-25-02 for change of purpose and extension of time to 12/31/2027.

(John Dickinson Airport Director, jxdickinson@santafenm.gov; Paulette Ortiz Grants Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santae Fe Governing Body Accepted New Mexico Department of Transportation Grant # 25-02 in the amount of $540,000 during the 01/29/2025 Governing Body meeting. This Grant was awarded, in addition to funding from FAA, to fund the North Apron Design.

The New Mexico Department of Transportation Aviation Division has issued an amendment to SAF-25-02 for a change of purpose to utilize this grant funding for pavement rehab to runway 15/33 and 2/20 in addition this grant will now be expiring on 12/31/2027.

ACTION:

Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant # SAF 25-02 for change of propose and time extension.

COMMITTEE REVIEW:

Public Works & Utilities: 8/17/2026
Finance Committee: 8/24/2026
Governing Body: 8/26/2026

ERIKA LUJAN
ERIKA LUJAN (Aug 11, 2026 17:36:02 MDT)

Aug 11, 2026

Repurposed to $531,440.

City Council

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

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

Project No. SAF-25-02-01

Contract No. AVA1643

Vendor No. 0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF SANTA FE , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:

2. Project Description shall be amended as follow:

PAVEMENT REHAB RW 15/33 and 2/20

3. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 12/31/2027

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: _____

Date: _____

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: _____

Date: _____

SPONSOR

By: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Assistant General Counsel

Date: _____

ORIGINAL SENT IN DOCUSIGN

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

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 7, 2026 09:39:14 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Aug 12, 2026
MONICA MAESTAS, FINANCE DIRECTOR

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

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

Michael J. Garcia, Mayor

ORIGINAL SENT IN DOCUSIGN

To: Jane Lucero, NMDOT Aviation Division

Via: John Dickinson, Airport Director
From: Paulette Ortiz, Grant Administrator
Date: July 30, 2026

Subject: Request to Amend Grant 25-02 —Change of Purpose and time extension for Runways 15/33 and 2/20

Santa Fe Regional airport is requesting approval to amend the purpose and scope of the grant funding for 25-02. While changing the purpose of this grant we will be requesting a time extension through December 2027.

The proposed amendment would revise the originally approved use of grant funds to address the current pavement issues for runway 15/33 and 2/20, which may include some design to both runways as needed. This change is requested due to the condition of the runway and remedy for findings from federal aviation audit.

Please let us know if you have any questions.

Thank you,

Paulette Ortiz

Paulette Ortiz, Grant Administrator

City Council

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

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NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Nov 13, 2024

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

ORIGINAL SENT IN DOCUSIGN

Participation FAA

Funding Breakdown

Contract No. AVA1643

Project No. SAF-25- 02

Vendor No. 0000054360

Expiration Date 12/1/2026

Purchase Order No: 0000410654

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

NORTH APRON (Design & Re-Construct)

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 540,000	$ 60,000	$ 5,400,000	$ 6,000,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

ORIGINAL SENT IN DOCUSIGN

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

ORIGINAL SENT IN DOCUSIGN

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7. Term

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

ORIGINAL SENT IN DOCUSIGN

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.

d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.

e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.

f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.

g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree 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 opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

ORIGINAL SENT IN DOCUSIGN

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JAMES HARRIS			
Title	AIRPORT MANAGER			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone		Fax		
E-Mail				

ORIGINAL SENT IN DOCUSIGN

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna 5910E8A6255842E... Date: 12/01/24
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:
By: Pedro Rael C6675C3211D34C0... Date: 11/27/24
Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: John Newell Assistant General Counsel C750CEC1625D488... Date: 11/22/24
Assistant General Counsel

SPONSOR

Print Name: Alan Webber

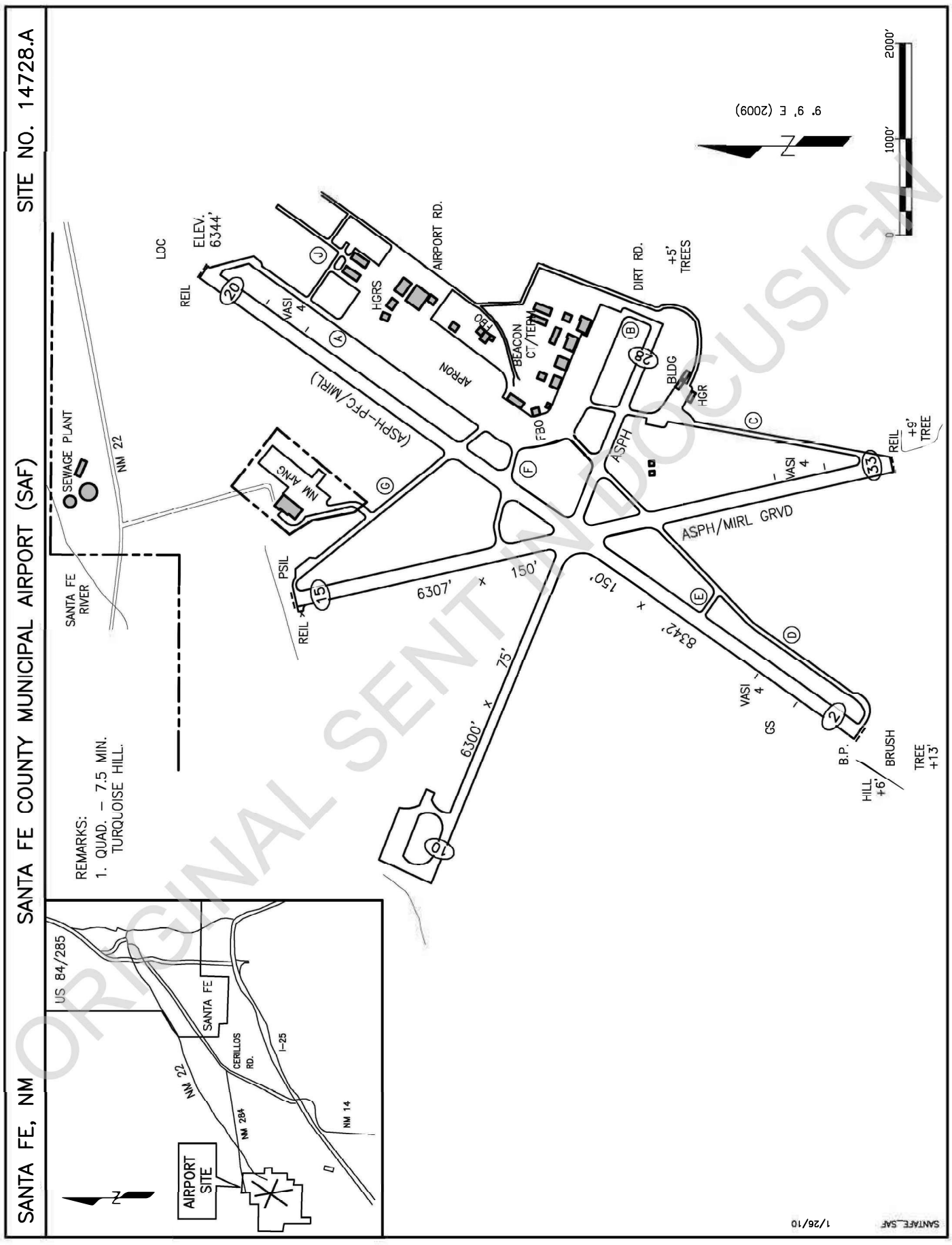
Signed by:
By: 160564737EC8453... Date: 11/23/24

Title: Mayor

ORIGINAL SENT IN DOCUSIGN

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

EXHIBIT A



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Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

Santa Fe Municipal Airport

EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1	Design & Reconstruct North Apron	$6,000,000	$540,000	$ 60,000	$ 5,400,000
	TOTALS	$ 6,000,000	$540,000	$ 60,000	$ 5,400,000

ORIGINAL SENT IN DOCUSIGN

Signature: JOhn Dickinson
JOhn Dickinson (Aug 7, 2026 16:36:29 MDT)

Email: jxdickinson@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 8/7/2026

Project Title: Rehab RW 15/33 and 2/20

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2754500

Grant ID: S2707

Approved By: Erika Lujan 8/11/2027

C K (Finance Use Only)

Department: Airport (545) Project Manager: Paulette Ortiz Ext: _____

Project Date Range: 8/7/2026 to 12/31/2027 ☐ Create Fixed Asset

Original Award was $540k for one project, and was now reauthorized to a new project for the balance of $531,440

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

Funding Source: NMDOT SAF 25-02 % of Funding: 100

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 531,440

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

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

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

Phase: RW 15/33 & 2/20 MUNIS ORG: 5450407 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

CITY OF SANTA FE

The Purchasing Memo

Date: August 10, 2026

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

From: Margaret M. Neill, Library Division Director MARGARET NEILL

Via: Sandra Emory, Community Services Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: 2024 GO Bond for Libraries

ITEM AND ISSUE:

Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the total amount of $347,026.21 Through June 30, 2029.
(Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

BACKGROUND AND SUMMARY:

The 2024 General Obligation Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. The library receives this funding because it meets State Library criteria for a public library in the State of New Mexico. The award period ends June 30, 2029.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Library Fund/251

Munis Org Name/Number: Library Programs/2510101

Munis Object Name/Number: Books, Subscrpts, Periodicals/530700; Data Processing Equip InvExempt/572800; Furniture & Fixtures InvExempt/572000; Software Subscriptions/530710

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/12/2026

Budget Officer 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: LIB2425103

Approval: ERIKA LUJAN (Aug 12, 2026 16:27:54 MDT) **Title:** Grants Manager **Date:** 08/12/2026

Comment/Exceptions: _____

ATTACHMENTS:

Grant Agreement
Project Ledger
BAR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/05/2026

Project Title: GO Bond for Libraries

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: LIB2425103

Grant ID: S2708

Approved By: BSGL 08.12.26/ ERIKA LUJAN

(Finance Use Only)

Department: Community Services/Library Project Manager: Margaret M. Neill Ext: 6788

Project Date Range: 07/01/2026 to 06/30/2029 ☐ Create Fixed Asset

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

Funding Source: Revenue: GO Bond for Libraries % of Funding: 100%

MUNIS ORG: 2510101 MUNIS OBJ: 490230 Awarded Amount: $347,026.21

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

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

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

Phase: Expenditure MUNIS ORG: 2510101 MUNIS OBJ: 530700, 572800, 572000, 530710

Grants Only (list all grants if applicable):

Grantor Name: NMDCA-NMSL Grant Agreement Awarded Amount: $347,026.21

AR Charge Code: 2510101.490230 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Project No. A24-I5398 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services / Library Division	8/5/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Books/Subscrpts/Periodicals	2510101	530700	LIB2425103	245,000	
Data Processing Equip InvExempt	2510101	572800	LIB2425103	75,000	
Furniture & Fixtures InvExempt	2510101	572000	LIB2425103	25,000	
Software Subscriptions	2510101	530710	LIB2425103	2,026	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
2024 General Obligation Bond for Libraries Revenue	2510101	490230	LIB2425103	(347,026)	
				$ -	$ -

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

The 2024 GO Bond for libraries was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials or for equipment and supplies that provide or enhance access to information for library patrons.

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

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Margaret M. Neill — 8/5/2026
Prepared By *{print name}* — Date

MARGARET NEILL
Division Director Signature *{optional}* — Date

Sandra Emory
Department Director Signature — Date

Andrew J. Hopkins — 08/12/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, ("**Department**") or abbreviation such as "**NMSL**", 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Santa Fe, City of** ("**Grantee**") on behalf of the **Santa Fe Public Library**, (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds"); and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION DATE

A. Project No. A24-I5398 ("**Project**"), 30-JUN-2029 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents ($6,000,000.00), for equipment, library furniture, fixtures and supplemental library

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

B. Grantee's total reimbursements shall not exceed **Three Hundred Forty Seven Thousand Twenty Six Dollars and Twenty One C**

$347,026.21 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars ($0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I(B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and

d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. if no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.

B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.

   a. Department: New Mexico State Library
      i. Name: Carmelita Aragon
      ii. Title: Library Development Services Bureau Chief
      iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
      iv. Email: Carmelita.Aragon@dca.nm.gov
      v. Telephone: 505-476-9740

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

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

VII. AMENDMENTS

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

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

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.

i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.

ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

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

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

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date; or

c. **Ninety (90) days from the Reversion Date**.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

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

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department, in writing, of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

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

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
b. If the Legislature does not make sufficient appropriations and authorization, **Santa Fe, City of** and **Santa Fe Public Library** may immediately terminate this Agreement by giving Contractor written notice of such termination.
c. **Santa Fe, City of** and **Santa Fe Public Library** decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the **Santa Fe, City of** and **Santa Fe Public Library** or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Santa Fe, City of** and **Santa Fe Public Library** or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with **Santa Fe, City of** and **Santa Fe Public Library**, **Santa Fe, City of** and **Santa Fe Public Library** may terminate this contract immediately by providing Contractor written notice of such termination.
b. In the event of termination pursuant to this paragraph, **Santa Fe, City of** and **Santa Fe Public Library** only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

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

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

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

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

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

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

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Print Name and Title of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF CULTURAL AFFAIRS

_____	_____
Debra Garcia y Griego, Cabinet Secretary	Date
_____	_____
Greg Geisler, Division Director, CFO, Administration Services Division	Date
_____	_____
Max DeAzevedo, General Counsel	Date
_____	_____
Eli Guinnee, State Librarian	Date

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Aug 10, 2026 20:53:42 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

Revised 7/2025

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

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

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

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

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

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

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

IV. Certifications

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

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

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

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

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

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

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

EXHIBIT C

Quarterly Reports Form and Certification

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

OPTIONAL EXHIBIT D
SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

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

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

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

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

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

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

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

III. Purpose:

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

IV. Use of Information:

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

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

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

V. Safeguarding Information:

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

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

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

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.
[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.
[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.
[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.
[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter "the library bond program") and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.
[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. **"Annual report"** means the report required annually by the state library from a public library.

B. **"Authorized expenditure period"** means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. **"Basic public library services"** means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. **"Equipment"** means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library's clients.

E. **"Fiscal year"** means July 1 through June 30.

F. **"Legal service area"** means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. "Library resources" means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. "Library system" means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. "Local funding authority" means local or sovereign governments recognized by the department of finance and administration.

J. "Local public library" means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. "Rural library services" means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. "Supplemental funds" means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

Docusign Envelope ID: 58A1EA32-F53D-8233-8061-B32B56147231

State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds ***can*** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Processing materials, e.g., spine labels, barcodes, and other such items.
  - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.

- Library Equipment
  - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.

- Furniture
  - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.

- Fixtures
  - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

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Non-Allowable Expenditures – State GO Bond funds ***cannot*** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.

24GOBondPacket081126

Final Audit Report 2026-08-11

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By:	Margaret Neill (mmneill@santafenm.gov)
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Number of Documents:	1
Document page count:	34
Number of supporting files:	0
Supporting files page count:	0

"24GOBondPacket081126" History

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2026-08-11 - 7:04:10 PM GMT

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2026-08-11 - 8:16:52 PM GMT- IP address: 104.47.65.254

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2026-08-11 - 8:17:11 PM GMT

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Signature:

Email: mfmaestas@santafenm.gov

$347,026.21-FY27 24GOBond Packet

Final Audit Report 2026-08-14

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Number of Documents:	1
Document page count:	36
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Supporting files page count:	0

"$347,026.21-FY27 24GOBond Packet" History

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2026-08-12 - 10:26:00 PM GMT

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Agreement completed.

2026-08-14 - 6:13:55 PM GMT

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CITY OF SANTA FE

DATE: July 29, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandy Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Tom Miller, Recreation Division Director *Tom Miller*
Tom Miller (Aug 11, 2026 14:35:12 MDT)

ITEM AND ISSUE:
Request Approval to re-appropriate funding from FY26 to FY27 in the amount of one hundred twenty-eight thousand three hundred fourteen dollars ($128,314) that was allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation.

BACKGROUND AND SUMMARY:
Community Services Department/Recreation Division initiated a Purchase Order in FY26, PO 22605110 for the removal and replacement of the Ice Arena cooling towers. The work was scheduled to be completed by June 30, 2026; however, we encountered a mechanical issue that would not allow the water to be isolated. We had to design and install a bypass water valve which delayed the project past the FYE.

ACTION REQUESTED:
The Community Services Department/Recreation Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	550 GCCCOMCTR	Acct	550-35-10-4200-265-00-000-520400-		
Org	5500265 GCC IceOps	Acct name	Rep & Maint Machin & Equip		Account Notes
Object	520400 R&M M/E	Type	Expense	Status	Active
Project		Rollup	GCGIR GCCCIceArenaOpsRMC		
		Sub-Rollup			
		MultiYr Fund			

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	252,000.00
Transfers In	252,000.00	15,000.00	.00	.00
Transfers Out	.00	-1,100.00	.00	.00
Revised Budget	252,000.00	13,900.00	.00	252,000.00
Actual (Memo)	40,258.19	13,961.58	.00	18,997.89
Encumbrances	.00	.00	.00	7,500.00
Requisitions	.00			.00
Available	211,741.81	-61.58	.00	225,502.11
Percent used	15.98	100.44	.00	10.52

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/Recreation Division	8/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Repair & Maintenance Machinery & Equipment	5500265	520400		128,314	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 128,314	$ -

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

Re-appropriate funding from FY26 to FY27.

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

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

Marcella Apodaca	8/11/2026	Andrew J. Hopkins	Aug 12, 2026
Prepared By {print name}	46	Budget Officer	Date
Tom Miller (Aug 11, 2026 14:35:12 MDT)	Aug 11, 2026		
Division Director Signature {optional}	Date	Finance Director {≤ $5,000}	Date
Sandra Emory	Aug 11, 2026		
Department Director Signature	Date	City Manager {≤ $60,000}	Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Rev. 3/26

México
Consulado de Carrera de México
en Albuquerque

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN ALBUQUERQUE, NEW MEXICO, AND THE CITY OF SANTA FE, NEW MEXICO, REGARDING CULTURAL, ARTISTIC, AND CIVIC COOPERATION

This Memorandum of Understanding (hereinafter, the "**MoU**") is entered into by and between the **Consulate of Mexico in Albuquerque, New Mexico** (hereinafter, the "**Consulate**"), and the **City of Santa Fe, New Mexico** (hereinafter, the "**City**"), collectively referred to as the "**Parties**";

WHEREAS, the deep historical, cultural, and linguistic bond between the United Mexican States and the State of New Mexico, which has contributed to a shared cultural identity and to the strengthening of bilateral cooperation;

RECOGNIZING the desire to strengthen the existing cooperation between the Consulate and the City in order to foster and collaborate on cultural, artistic, and civic projects that promote the participation of the Mexican community and mutual understanding, for the benefit of both governments and their peoples;

HIGHLIGHTING that, since 2016, the City of Santa Fe has actively collaborated in civic and cultural celebrations organized by the Consulate, demonstrating its commitment to diversity, the arts, and shared cultural heritage;

TAKING INTO CONSIDERATION that the Parties wish to establish a formal framework for cooperation that facilitates the planning, promotion, and development of joint activities in the fields of culture, arts, and civics, in accordance with the Vienna Convention on Consular Relations of 1963 and the applicable laws of both countries;

The Parties have reached the following understanding:

Article I
Objective

The objective of this MoU is to establish a framework for cooperation between the Parties in order to promote, develop, and strengthen joint cultural, artistic, and civic projects and activities, for the benefit of the Mexican community and the residents of the City.

Article II
Areas of Cooperation

To achieve the purpose of this MoU, the Parties agree to collaborate, within the scope of their respective authorities, on the following actions:

a) To promote cultural and artistic exchange through the joint organization of exhibitions, festivals, performances, workshops, and other creative expressions that enhance mutual understanding and cultural diversity;
b) To promote civic education and community participation through activities that reinforce the values of inclusion, respect, identity, and belonging;
c) To recognize and disseminate the historical and cultural contributions of the Mexican and Mexican-American community to the development of the City of Santa Fe and the State of New Mexico;
d) To facilitate institutional dialogue between the Consulate and the City, as well as with other public, private, and academic entities, for the planning and implementation of joint activities; and
e) To promote respect for and appreciation of shared cultural heritage, within the framework of the applicable laws and regulations of the United States of America and the United Mexican States.

Article III
Responsibilities of the Parties

1. The Consulate intends to:

a) Organize cultural, artistic, and civic events such as exhibitions, conferences, forums, and community fairs, including the celebration of Mexico's Independence Day, also known as "El Grito";
b) Provide the City with the information necessary for the planning and implementation of events within agreed timeframes;
c) Encourage the participation of the Mexican community in cultural, artistic, and civic events organized by the City;
d) Promote, through its institutional communication channels, the cultural, artistic, and tourism-related activities of the City of Santa Fe, as well as disseminate events carried out in collaboration with the City, with the purpose of strengthening its international visibility and fostering bilateral understanding between Mexico and New Mexico.

2. The City intends to:

a) Make available, at no cost to the Consulate, public spaces, municipal facilities, and services reasonably necessary for the implementation of activities carried out under this MoU.
Pursuant to Article IX, Section 14, of the Constitution of the State of New Mexico (the *Anti-Donation Clause*), it is acknowledged that such provision does not restrict the waiver of fees between governmental entities. Furthermore,

pursuant to Section 5 of City of Santa Fe Resolution 2013-103, said provision does not apply to Memoranda of Understanding entered into between the City and another governmental entity; therefore, such waivers may be granted in full compliance with applicable local law.

b) Waive fees associated with events organized under this MoU, including, but not limited to, Police and Fire Department fees, vendor permit fees, and personnel and operational costs related to coordination, supervision, security, and cleanup of events conducted pursuant to this instrument;
c) Designate a point of contact to coordinate the implementation of this instrument and provide reasonable assistance to the Consulate in the organization of events;
d) Facilitate and process, in accordance with applicable law, the permits necessary for events agreed upon by the Parties and held at City public facilities;
e) Invite the Consulate, when appropriate, to participate in events organized by the City that promote cultural diversity and bilateral understanding.

Article IV
Relationship Between the Parties

Nothing contained in this MoU, or related thereto, shall be construed as creating a legal partnership, joint venture, agency, exclusive arrangement, or any similar relationship between the Parties. Employees, agents, or officials of either Party shall not be considered employees, agents, or officials of the other Party. Accordingly, employees, agents, or officials of the City shall not be entitled to any privileges, immunities, compensation, or reimbursement, nor shall they be authorized to assume commitments on behalf of the Consulate or any other agency of the Government of Mexico.

The Parties shall not be responsible for activities assigned to the other Party. Neither Party may obligate the other to undertake any activity without the prior consent of that Party.

Article V
Authorized Representatives of the Parties

For the purposes of this MoU, the authorized representatives of the Parties, to whom notices, requests, and formal communications shall be directed, are as follows:

- **For the Consulate:**
  Title: Deputy Consul or Head of Cultural Affairs
  Address: 1610 4th St NW, Albuquerque, New Mexico 87102

Telephone:
Email:

- **For the City:**
  Title: TBD
  Address: 200 Lincoln Avenue, Santa Fe, New Mexico 87504
  Telephone: (505) 955-6590
  Email:

The authorized representatives of the Parties may meet by mutual agreement as deemed necessary.

Article VI
Notices

All notices, requests, and formal communications between the Parties pursuant to this MoU shall be deemed duly delivered when made in writing or by email with acknowledgment of receipt and addressed to the authorized representatives.

Article VII
Dispute Resolution

Any dispute arising from the interpretation or application of this MoU shall be resolved by the Parties through mutual agreement and in writing through negotiations in good-faith.

Article VIII
Privileges and Immunities

Nothing in this MoU shall be construed as an express or implied waiver of the rights, privileges, and immunities afforded to the Consulate, its property, archives, or consular officers under the Vienna Convention on Consular Relations, applicable bilateral treaties between the United Mexican States and the United States of America, or domestic laws. To the extent that any provision of this MoU conflicts with the Vienna Convention, the provisions of the Convention shall prevail.

Article IX
Final Provisions

This MoU shall enter into force on the date of its signature, shall remain in effect for a period of four years, and may be amended by the express written consent of the Parties, specifying the effective date of such amendment.

Either Party may terminate this MoU by providing written notice to the other Party. In the event of termination, any ongoing cooperative activities shall continue until completion, unless the Parties agree otherwise in writing.

This MoU shall be interpreted in accordance with the principles of cooperation, good faith, and mutual understanding. No person or entity other than the Parties shall have any right, title, or interest under this MoU, nor shall any third party be entitled to enforce its provisions.

Executed in Santa Fe, New Mexico, on the ___ day of _____, 2026, in two original counterparts, each in the Spanish and English languages, both texts being equally authentic.

FOR THE CONSULATE OF MEXICO IN ALBUQUERQUE, NEW MEXICO	FOR THE CITY OF SANTA FE, NEW MEXICO
Gabriela Patricia Pinzón Sánchez **Consul of Mexico**	**Michael J. Garcia** **Mayor of Santa Fe**

Honorary Witnesses

TBD	**TBD**

México
Consulado de Carrera de México
en Albuquerque

ATTEST:

_____

Geralyn Cardenas, City Clerk

Approved to Form and Legal Sufficiency:

Marcos D. Martínez
Marcos D. Martínez (Jul 28, 2026 10:13:55 MDT)

Marcos D. Martínez, City Attorney

México
Consulado de Carrera de México
en Albuquerque

MEMORÁNDUM DE ENTENDIMIENTO ENTRE EL CONSULADO DE CARRERA DE MÉXICO EN ALBUQUERQUE, NUEVO MÉXICO Y LA CIUDAD DE SANTA FE, NUEVO MÉXICO EN MATERIA DE COOPERACIÓN CULTURAL, ARTÍSTICA Y CÍVICA

El presente **Memorándum de Entendimiento** (en adelante, "*MdE*"), se celebra entre el **Consulado de Carrera de México en Albuquerque, Nuevo México** (en adelante, "*el Consulado*") y la **Ciudad de Santa Fe, Nuevo México** (en adelante, "*la Ciudad*"), que conjuntamente podrán denominarse *"las Partes";*

CONSIDERANDO el profundo vínculo histórico, cultural y lingüístico entre los Estados Unidos Mexicanos y el estado de Nuevo México, lo cual ha contribuido a la identidad cultural compartida y al fortalecimiento de la cooperación bilateral;

RECONOCIENDO el deseo de fortalecer la cooperación existente entre el Consulado y la Ciudad con el propósito de fomentar y colaborar en proyectos culturales artísticos y cívicos que promuevan la participación de la comunidad mexicana y la comprensión mutua en beneficio de ambos gobiernos y sus pueblos;

DESTACANDO que la Ciudad de Santa Fe ha colaborado activamente desde 2016 en celebraciones cívicas y culturales organizadas por el Consulado, demostrando su compromiso con la diversidad, el arte y el patrimonio cultural compartido;

TENIENDO PRESENTE que es deseo de las Partes establecer un marco formal de cooperación que facilite la planeación, promoción y desarrollo de actividades conjuntas en materia de cultura, arte y civismo, de conformidad con la Convención de Viena sobre Relaciones Consulares de 1963 y la legislación aplicable de ambos países;

Las Partes han alcanzado el siguiente entendimiento:

Artículo I
Objeto

El presente MdE tiene por objeto establecer un marco de cooperación entre las Partes, con el propósito de promover, desarrollar y fortalecer proyectos y actividades conjuntas en materia cultural, artística y cívica, en beneficio de la comunidad mexicana y de los habitantes de la Ciudad.

Artículo II
Áreas de cooperación

Para cumplir con el objeto del MdE, las Partes acuerdan colaborar en las siguientes acciones en el ámbito de sus respectivas competencias:

a. Fomentar el intercambio cultural y artístico, mediante la organización conjunta de exposiciones, festivales, presentaciones, talleres y otras expresiones creativas que fortalezcan el entendimiento mutuo y la diversidad cultural;
b. Promover la educación cívica y la participación comunitaria a través de actividades que refuercen los valores de inclusión, respeto, identidad y pertenencia;
c. Reconocer y difundir la contribución histórica y cultural de la comunidad mexicana y mexicoamericana al desarrollo de la Ciudad de Santa Fe y del Estado de Nuevo México;
d. Facilitar el diálogo institucional entre el Consulado y la Ciudad, así como con otras entidades públicas, privadas y académicas, para la planeación y ejecución de actividades conjuntas; y
e. Impulsar el respeto y la valoración del patrimonio cultural compartido dentro del marco de las leyes y regulaciones aplicables de los Estados Unidos de América y de los Estados Unidos Mexicanos.

Artículo III
Responsabilidades de las Partes

1. El **Consulado** se compromete a:

    a) Organizar eventos culturales, artísticos y cívicos como exposiciones, conferencias, foros y ferias comunitarias, incluyendo la celebración del Día de la Independencia de México, también conocida como “El Grito”.
    b) Proporcionar a la Ciudad la información necesaria para la planeación y ejecución de los eventos en los tiempos acordados;
    c) Promover la participación de la comunidad mexicana en los eventos culturales, artísticos y cívicos organizados por la Ciudad;
    d) Promover, a través de sus canales institucionales, las actividades culturales, artísticas y turísticas de la Ciudad de Santa Fe, así como difundir los eventos realizados en colaboración con la Ciudad, con el propósito de fortalecer su proyección internacional y el entendimiento bilateral entre México y Nuevo México.

2. La **Ciudad** se compromete a:
    a) Facilitar, sin costo para el Consulado, los espacios públicos, instalaciones municipales y servicios necesarios para la realización de las actividades derivadas del presente Memorándum de Entendimiento.

    De conformidad con el artículo IX, Sección 14, de la Constitución del Estado de Nuevo México (*Cláusula Antidonación)*, se reconoce que dicha disposición no restringe las exenciones de tarifas entre entidades

gubernamentales. Asimismo, conforme a la Sección 5 de la Resolución 2013-103 de la Ciudad de Santa Fe, se establece que dicha disposición no es aplicable a los Memorándums de Entendimiento celebrados entre la Ciudad y otra entidad gubernamental, por lo que las exenciones podrán otorgarse plenamente dentro del marco legal local.

b) Eximir al Consulado de todas las tarifas asociadas con los eventos organizados en el marco del MdE, incluidas, entre otras, tarifas de Policía y Bomberos, cuotas de permisos de vendedores y gastos de personal y operativos vinculados a la coordinación, supervisión, seguridad y limpieza de los eventos realizados bajo este instrumento.
c) Designar un punto de contacto para coordinar la implementación del presente instrumento, proporcionando las facilidades correspondientes al Consulado para la organización de los eventos;
d) Facilitar y tramitar los permisos necesarios, conforme a la normativa aplicable, al Consulado para los eventos acordados entre las Partes que se lleven a cabo en las instalaciones públicas de la Ciudad; y
e) Invitar al Consulado, cuando corresponda, a participar en eventos organizados por la Ciudad que promuevan la diversidad cultural y el entendimiento bilateral.

Artículo IV
Relación entre las Partes

Nada de lo dispuesto en el presente MdE o relacionado con el mismo se interpretará en el sentido de establecer una asociación jurídica, empresa conjunta, agencia, acuerdo de exclusividad u otra relación similar entre las Partes, por lo que los empleados, agentes u oficiales de cada una de las Partes no serán considerados empleados, agentes u oficiales de la otra Parte. Por lo tanto, los empleados, agentes u oficiales de la Ciudad no tendrán derecho a prerrogativas, inmunidades, remuneraciones o reembolsos ni estarán autorizados para asumir compromisos en representación del Consulado o de alguna otra agencia del Gobierno mexicano.

Las Partes no serán responsables por las actividades asignadas a la otra. Ninguna de las Partes podrá obligar a la otra a ejecutar cualquier actividad sin el consentimiento previo de esa Parte.

Artículo V
Representantes Autorizados de las Partes

Para los efectos del presente instrumento, los representantes autorizados por las Partes, a quienes se deben dar avisos, solicitudes y comunicaciones formales son los siguientes:

- **El Consulado** será representado por:
  Cargo: Cónsul Adscrita o Encargado de Asuntos Culturales
  Dirección: 1610 4th St NW, Albuquerque, Nuevo México, 87102
  Teléfono:
  Correo electrónico:

- **La Ciudad** será representada por:
  Cargo: TBD
  Dirección: 200 Lincoln Avenue, Santa Fe, New Mexico 87504
  Teléfono: (505) 955-6590
  Correo:

Los representantes de las Partes se reunirán de considerarlo necesario.

Artículo VI
Notificaciones

Todos los avisos, solicitudes y comunicaciones formales entre las Partes por virtud del presente MdE se entenderán por entregados a los representantes autorizados cuando consten por escrito o vía correo electrónico con acuse de recibo.

Artículo VII
Solución de Controversias

Cualquier diferencia derivada de la interpretación o aplicación del presente MdE, será resuelta por las Partes de común acuerdo y por escrito mediante negociaciones de buena fe-

Artículo VIII
Privilegios e Inmunidades

Nada de lo dispuesto en el presente Memorándum de Entendimiento constituye o deberá interpretarse como una renuncia implícita o explícita de los derechos, privilegios e inmunidades que la Convención de Viena sobre Relaciones Consulares, los tratados bilaterales firmados entre los Estados Unidos Mexicanos y los Estados Unidos de América y las leyes domésticas confieren al Consulado, a sus bienes, archivos y a sus funcionarios consulares; ni implica, bajo ninguna circunstancia, que exista o pudiera existir una relación laboral entre el Consulado y/o sus empleados y la

Ciudad y/o sus empleados. En la medida en que lo estipulado en este MdE contravenga las disposiciones de la Convención, los términos de la Convención prevalecerán y anularán las estipulaciones en contrario.

Artículo IX
Disposiciones Finales

El presente MdE entrará en vigor a partir de la fecha de su firma, permanecerá vigente por un período de cuatro años, y podrá ser modificado por consentimiento expreso de las Partes, formalizado a través de comunicaciones escritas en las que se especifique la fecha de entrada en vigor.

Cualquiera de las Partes podrá darlo por terminado mediante notificación escrita a la otra Parte. En caso de terminación, las actividades de cooperación en curso continuarán hasta su finalización, a menos que las Partes decidan lo contrario por escrito.

Su interpretación se regirá conforme a los principios de cooperación, buena fe y entendimiento mutuo. Ninguna persona reclamará ningún derecho, título o interés en virtud del presente MdE ni intentará hacer cumplir el presente MdE como tercero beneficiario del mismo.

Firmado en Santa Fe, Nuevo México, el ____ de _____ de 2026, en dos ejemplares originales, cada uno en idiomas español e inglés, siendo ambos textos igualmente auténticos.

POR EL CONSULADO DE MÉXICO EN ALBUQUERQUE, NUEVO MÉXICO	**POR LA CIUDAD DE SANTA FE, NUEVO MÉXICO**
Gabriela Patricia Pinzón Sánchez **Cónsul de México**	**Michael J. Garcia** **Alcalde de Santa Fe**

Testigos de honor

TBD	**TBD**

México
Consulado de Carrera de México
en Albuquerque

Dar fe:

_____

Geralyn Cardenas, Secretario Municipal

Aprobado en cuanto a forma y suficiencia legal:

Marcos D. Martínez

Marcos D. Martínez (Aug 10, 2026 09:20:19 MDT)

_____

Marcos D. Martínez, Abogado Municipal

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal # 2026-12102-APPL
Appellant's Name – Claudia L. Quan, DDS
Agents' Names – Tom Jasper and Eric Ytuarte
Address – 911 Roybal St.

THIS MATTER came before the City of Santa Fe Governing Body for a public hearing on July 29, 2026, to consider the appeal of Claudia L. Quan, DDS ("Applicant" or "Appellant") from the decision of the City's Historic Districts Review Board ("Board") in Case # 2026-11903-HDRB. In a hearing March 10, 2026, the Board denied a project application to construct a two-story combination dental clinic and residence at 911 Roybal St. in the Westside-Guadalupe Historic District. The Appellant asked the Governing Body to reverse the Board's decision and approve the proposed structure.

I. RECORD ON APPEAL

The Record on Appeal included the following documents:

1. Memorandum dated July 22, 2026, for the July 29, 2026, Governing Body Meeting, from Frank Ruybalid, Assistant City Attorney;
2. Exhibit A, Verified Appeal Petition and Appellant's Exhibits, filed March 20, 2026;
3. Exhibit B, HDRB Findings of Fact and Conclusions of Law, approved July 28, 2026;
4. Exhibit C, Excerpts from Board Meeting Minutes of the March 10, 2026, Board meeting;
5. Exhibit D, Historic Preservation Staff Report, dated March 10, 2026;
6. Exhibit E, Applicant's Submission (2026), dated Feb. 4, 2026;
    (1) Site Plans and Elevation Drawings
    (2) Applicant's Responses to Exception Criteria
7. Exhibit F, Preliminary Zoning Review, dated Nov. 20, 2025;
8. Exhibit G, HP Staff Report (2017 Application), dated Feb. 14, 2017;
    (1) Applicant's Submission, dated Jan. 12, 2017
    (2) Site Plans and Elevation Drawings, dated Jan. 4, 2017
9. Exhibit H, Board Action Letter (2017 Application), dated Feb. 14, 2017;
10. Exhibit I, Board Meeting Minutes (2017 Application), dated Feb. 14. 2017; and
11. Exhibit J, Demolition Application (2016), dated May 10, 2016.

II. FINDINGS OF FACT

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

A. Proceedings before the Governing Body Appeal

1. The Historic Preservation Staff reviewed the application and related materials and information submitted by the Applicant for conformity with applicable SFCC

requirements and provided the Board a written report of its findings ("Staff Report"), which evaluated the factors relevant to the application.

2. In the project application, the Applicant request an exception to Santa Fe City Code 1987, Section ("SFCC §") 14-4.6(F)(2)(II)(a), to exceed the allowable height. The proposed structure, to be built on a vacant lot, is planned to be 24 feet high, and the height restriction on that streetscape is 14 feet 1 inch.
3. The HP Staff recommended to the Board that the project application be approved, and recommended a finding that the Applicant had conclusively demonstrated the exception criteria for exceeding the SFCC § 14-4.6(F)(2)(II)(a) streetscape height restriction, in accordance with SFCC § 14-4.6(D)(3)(II)(a-f), Exceptions for Height, Pitch, Scale, Massing and Floor Stepbacks, Approval Criteria.
4. The Staff recommended approval of the other design elements of the application, as they comply with SFCC §§ 14-4.6(E), General Design Standards for all Historic Districts, and 14-4.6(G)(5), Westside-Guadalupe Historic District standards
5. At a public hearing March 10, 2026, the Board heard presentations by the Land Use Staff, the Applicant Dr. Quan, the project architect Jay Jay Shapiro, and the Applicant's mother Adalucia Quan. The Board also heard sworn public comment from Elizabeth West, Eric Ytuarte and adjoining landowner Alicia Searle, who attended the hearing in person; and from Stefanie Beninato and Jordan Young who participated by teleconference.
6. At the conclusion of the hearing the Board voted 3-2 to:
    a. Deny the exception requested in the application; and
    b. Deny approval of the project as set forth in the application.
7. On July 28, 2026, the Board adopted written Findings of Fact and Conclusions of Law reflecting its decision regarding the project application.
8. As reflected by the Board's written decision, the Board's decision to deny the project was based on its finding that the Applicant had not conclusively demonstrated that all exception criteria were met. With respect to the exception criteria in SFCC § 14-4.6(D)(3)(II)(a-f), the Board found that:
    a. Granting the exception would damage the character of the district because the height proposed exceeds what is allowed by more than 70 percent, it would damage the character of the historic residential district, and the proposed structure is out of harmony with adjacent buildings;
    b. The Applicants have not conclusively demonstrated that the exception is necessary to prevent a hardship to the Applicant or an injury to the public welfare that cannot be remedied by other reasonable means or design options;
    c. To grant the exception does nothing to ensure that residents can continue to reside within the Historic Districts because, according to the evidence at the hearing, the Applicant and her family live close by, in this Historic District;
    d. No special conditions or circumstances peculiar to the land or structure involved are not applicable to other lands or structures in the related streetscape; to the contrary, this lot has a similar configuration to other lots on the streetscape, and is either the same size or larger than many;
    e. The Applicant did not conclusively demonstrate that the need for excessive height is due to conditions or circumstances that are not a result of her own actions; and
    f. Granting the exception would not provide the least negative impact with respect to the purposes set forth in SFCC § 14-4.6(A)(1); the property is at an entrance to

this residential Historic District and would set a disproportionate, unharmonious precedence for this streetscape.

9. The Board's decision was based on the following provisions of the Historic Districts Code:
    a. SFCC § 14-4.6(D)(3)(II)(a-f), Exceptions to Height, Pitch, Scale, Massing and Floor Stepbacks: The Historic Preservation Staff determined that an exception to SFCC § 14-4.6(F)(2)(II)(a) would be required for approval of the application, and the Applicant requested an exception.
    b. SFCC § 14-4.6(F)(2)(II)(a), Height, Pitch, Scale, Massing and Floor Stepbacks, Height Limitations: If a proposed building has a parapet, the façade shall not exceed two feet of the average of the height of the façades in the streetscape.
    c. SFCC § 14-4.6(E), General Design Standards for All Historic Districts: The project is subject to the requirements and general design standards applicable to all Historic Districts in the City of Santa Fe.
    d. SFCC § 14-4.6(G)(5), Additional District-Specific Design Standards for Westside-Guadalupe Historic District: The property is in the Westside-Guadalupe Historic District and is subject to the district-specific design standards applicable to that Historic District.

B. Appeal to Governing Body

10. On March 20, 2026, the Appellant timely filed a Verified Appeal Petition, asking the Governing Body to reverse the decision of the Board and approve the project.
11. The Appellants provided notice of the Governing Body Hearing in accordance with the notice provisions of City Resolution # 2011-24(V)(E).
12. SFCC § 14-2.1(B)(5)(IV)(b) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for the following reasons:
    a. To contest noncompliance of a final action with Chapter 14 or Sections 3-21-1 through 3-21-14 NMSA 1978;
    b. To contest the application of Chapter 14; or
    c. To appeal a decision lacking substantial evidence to support it.
13. In the Verified Appeal Petition, the Appellant argued that:
    a. The height-exception criteria was not applied correctly; and
    b. The Board's denial was not supported by sufficient evidence.
14. Under SFCC § 14-2.2(B)(7), the Governing Body conducts a *de novo* hearing on an appeal of a final action of a Land Use Board.
15. A public hearing took place in the City Council Chambers July 29, 2026. At the outset of the hearing, City Councilor Jamie Cassutt recused herself from voting on the case due to her personal relationship with the Appellant.
16. Mayor Michael Garcia presided, and City Councilors Elizabeth Barrett, Paul Bustamonte, Alma Castro, Amanda Chavez, Pilar Faulkner, Patricia Feghali and Lee Garcia participated in the hearing and decided the appeal.
17. The Appellant appeared in person, and the Board heard presentations and closing statements by the City Attorney's Office, and by Eric Ytuarte, Agent for the Appellant.
18. The Governing Body also heard sworn testimony from project architect Jay Jay Shapiro, the Appellant's stepfather Tom Jasper, the Appellant's daughter Lilly Ytuarte, District 2

resident Red Olguin, Dr. Quan's mother Adelucia Quan, and residents of the 911 Roybal St. vicinity: Alicia Searle, 111 S. St. Francis Dr.; Steven Nevarez and Jennifer Nevarez, 208 Ambrosio St.; and Kirtlye Spear, 901 Roybal St., all of whom appeared in person.

19. The Governing Body also heard sworn testimony of local residents Jordan Young and Stefanie Beninato, who testified by a remote medium.

III. CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. Per SFCC § 14-2.1(B)(5)(IV)(d)(2), the Historic Districts Review Board's decision at the March 10, 2026, hearing on this case became a final action, subject to appeal, on April 14, 2026, which was the 35th day after March 10, 2026.
3. The Appellants timely appealed the Board's decision to the Governing Body and complied with the procedural requirements set forth in the Santa Fe City Code.
4. The proposed structure does not comply with the Historic Districts height restriction set forth in in SFCC § 14-4.6(F)(2)(II)(a), and for approval of the project the Appellant was required to conclusively demonstrate the six exception criteria for Height, Pitch, Scale, Massing and Floor Stepbacks set forth in SFCC § 14-4.6(D)(3)(II)(a-f).
5. The Appellant has demonstrated the six exception criteria set forth in SFCC § 14-4.6(D)(3)(II)(a-f), as set forth in the Historic Preservation Staff's Memo, because the project:
    a. Does not damage the character of the streetscape: The immediate vicinity of 911 Roybal St. includes multiple two-story buildings that are visible from the public right-of-way along Roybal Street and St. Francis Drive, establishing an existing streetscape with two-story massings;
    b. Prevents a hardship to the Applicants or an injury to the public welfare: The physical characteristics of the site and applicable development standards limit the amount of usable floor area that can be accommodated on a single level;
    c. Strengthens the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts: The proposed building draws from traditional massing, materials and proportions while avoiding direct imitation of adjacent structures, and a second floor supports a live-work configuration consistent with historic development patterns in Santa Fe;
    d. Is necessary due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape: The site is a corner lot with frontage on both Roybal Street and St. Francis Drive, which reduces flexibility in building placement and massing, and these conditions limit the available ground-floor building area and require a vertical solution to accommodate permitted uses;
    e. Is necessary due to special conditions and circumstances that are not a result of the actions of the Applicants: The need for a height exception arises from pre-existing site constraints rather than conditions created by the Applicant; and

f. Provides the least negative impact with respect to the purposes of SFCC § 14-4.6(A)(1) (preservation of historic areas and sites, continued construction in historic styles, and harmony of design between historic and modern buildings): The proposed design provides the least negative impact by articulating the second-floor massing to reduce its visual prominence, and exterior materials, finishes and lighting are consistent with established architectural patterns in the Westside-Guadalupe Historic District.

6. Therefore, this Appeal should be granted because the Appellant has conclusively demonstrated the criteria for an exception to Historic District standards for building height as set forth in the Santa Fe City Code.

IV. VOTE AT THE HEARING

1. Councilor Pilar Faulkner moved to grant the appeal and to overturn the Board's final action, finding that the Appellant has conclusively demonstrated the applicable exception criteria, and adopting the facts in support of the exception criteria as stated in the Staff Report. Councilor Paul Bustamonte seconded the motion.
2. The Governing Body voted to grant the appeal and to overturn the Board's final action, with a vote of seven (7) in the affirmative and none (0) in the negative.
3. The following members of the Governing Body voted for the motion to grant the appeal and overturn the Board's final action: Councilors Elizabeth Barrett, Paul Bustamonte, Alma Castro, Amanda Chavez, Pilar Faulkner, Patricia Feghali and Lee Garcia.
4. Councilor Jamie Cassutt recused herself and did not participate in the decision.
5. Mayor Michael Garcia only votes when there is a tie pursuant to Santa Fe City Charter, sec. 5.01: "[The Mayor shall]...Vote only on an issue before the governing body in the case of a tie or when the vote will provide the necessary number of votes required by law for taking action;" Thus, the Mayor did not vote.

WHEREFORE, IT IS ORDERED ON THE 26th OF AUGUST, 2026, BY THE GOVERNING BODY OF THE CITY OF SANTA FE: Considering the foregoing findings and conclusions, the Governing Body GRANTS the appeal, overturns the Board's decision, and approves the application.

_____ _____
Michael J. Garcia, Mayor Date

FILED WITH THE CITY CLERK:

_____ _____
Geralyn Cardenas, City Clerk Date

APPROVED AS TO FORM:

Frank E Ruybalid Aug. 18, 2026
Frank E. Ruybalid Date
Assistant City Attorney

bakertilly

City of Santa Fe FY 26-27 Internal Audit Program

Finance Committee Meeting / 08.24.26

1

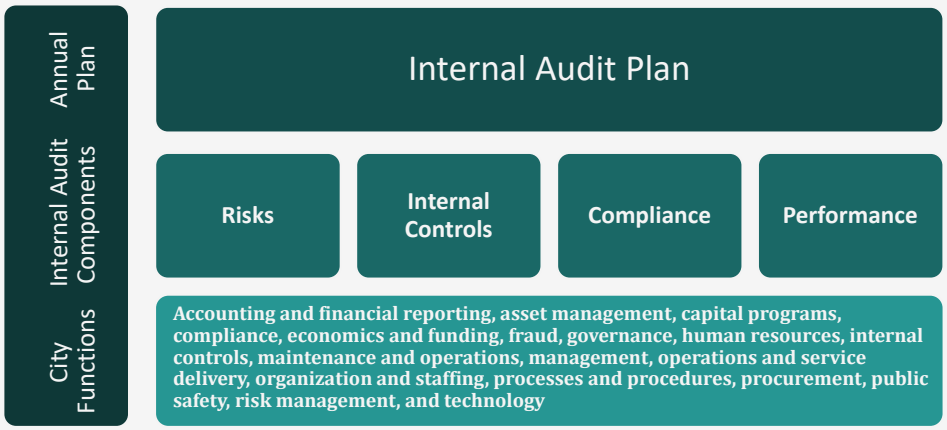
Internal Audit Overview

- The City retained Baker Tilly to serve as the designated Internal Auditor and conduct projects focusing on:
  - Risks
  - Internal controls
  - Efficiency and effectiveness
  - Best practices
  - Compliance
- Work is being completed under appropriate industry standards (IIA, GAGAS, AICPA)

bakertilly

2

Internal Audit Program Components



bakertilly

3

Recommended Internal Audit Projects

1. Grants Management Operational Review: Assess the City's grant management function to identify opportunities for improvement (16 weeks, $40,000)
2. Cash Management Internal Audit: Assess the City's internal controls over cash handling, management and reporting. Specific focus will be placed on the varying POS systems used and the related manual integrations required to Tyler MUNIS. (12-16 weeks, $35,000)
3. Capital Improvement Program (CIP) Assessment: Evaluate current informal processes, project request lists, funding gaps, and department-level planning. Develop a scalable framework to support city-wide CIP planning, preventive maintenance analysis, bonding decisions, thresholds, and consistent decision-making (12-16 weeks, $38,000)
4. Follow-up on Open Internal Audit Findings and Recommendations: Follow up on previous findings from past internal audits (Ongoing – appr. 2 times in FY, $25,000)

bakertilly

4

Recommended Internal Audit Projects (cont.)

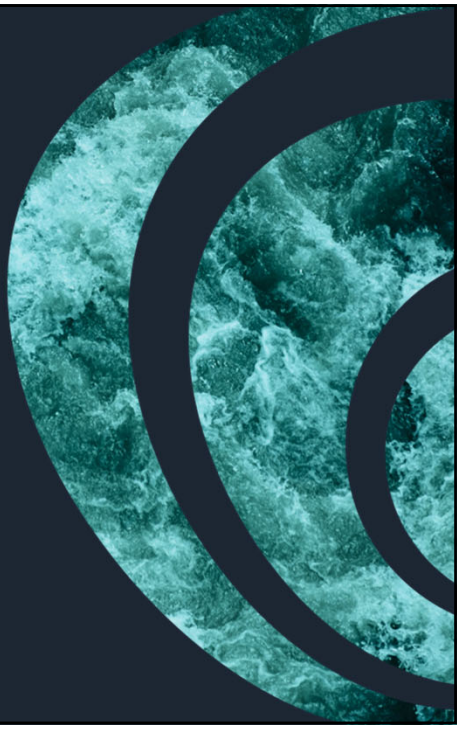
5. Policy and Procedure Support (as needed, $15,000)

6. Ongoing Internal Audit Services: Attend Audit Committee and Council meetings, prepare status reports, and manage internal audit program. (Ongoing, $22,000)

bakertilly

5

Thank you.



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6

Date: August 5, 2026

To: Governing Body, Public Works and Utilities Committee

From: Xavier Martinez, Constituent Services Manager XM

Via: Geralyn Cardenas, City Clerk

RE: Children's Fishing Derby

EXECUTIVE SUMMARY:

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish, specifically, triploid trout, which are infertile and will not cross-breed with native trout. Wildlife managers use triploid trout in lakes and reservoirs without risking over population or unwanted river migration.

BACKGROUND:

Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for the whole family. Resolution No. 2012-52 amended Resolution No. 2008-111 to allow the date of the annual River Festival and Fishing Derby to be changed due to anticipated watershed yield or for other climatic or hydrologic reasons. Due to dry conditions this year, the Santa Fe River will not meet the conditions under which the target flows will be met, and therefore the annual Fishing Derby should be suspended. However, Ordinance No. 2026-17 specified that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body, and therefore Nichols Reservoir may serve as a possible location for a fishing derby.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Paul Bustamante

A RESOLUTION

SUSPENDING THE ANNUAL FISHING DERBY IN SANTA FE RIVER; APPROVING A CHILDREN'S FISHING DERBY EVENT ON CITY PROPERTY IN NICHOLS RESERVOIR ON SEPTEMBER 26TH, 2026; AND DIRECTING THE CITY MANAGER AND DESIGNATED CITY STAFF TO TAKE THE NECESSARY STEPS TO ORGANIZE THE EVENT.

WHEREAS, the City of Santa Fe ("City") has, in the past, hosted an annual Fishing Derby; and

WHEREAS, the annual Fishing Derby is a City tradition which brings community together; and

WHEREAS, the Fishing Derby may provide education to the public, and especially children, about the City's water supply; and

WHEREAS, Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for families; and

WHEREAS, Resolution No. 2012-28 adopted the "City of Santa Fe Administrative Procedures for City of Santa Fe River Target Flows" ("Administrative Procedures"), and Resolution No. 2012-52 amended "No. 5 of the Administrative Procedures to specify that in a year where the "watershed yield is less than 50%, or, if for other climactic or hydrologic reasons, daily target flows adequate for the Fishing Derby cannot be met, the date of the Fishing Derby may be changed or the Fishing Derby will be suspended"; and

WHEREAS, consistent with Rule No. 5 of the Administrative Procedures, drought conditions this year in Santa Fe create conditions under which the specified target flows will not be met and the annual Fishing Derby in the Santa Fe River would therefore be suspended until such time that the appropriate flows can be met; and

WHEREAS, the City wishes to hold a fishing derby event for children, and the ongoing drought conditions in Santa Fe are such that the annual Fishing Derby's status is unclear as it relates to the specified requirements of Rule No. 5; and

WHEREAS, Ordinance No. 2026-17 specifies that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body and Ordinance No. 2026-17 would make it possible to hold a "Children's Fishing Derby" event in the Nichols Reservoir ("the Reservoir"); and

WHEREAS, a fishing derby may take place in the Reservoir if New Mexico Game and Fish stocks the Reservoir with fish; and

WHEREAS, the City is committed to protecting the Santa Fe Watershed and as such, the Governing Body wishes the event to be conducted with the care that such a commitment would require.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that due to the current drought conditions in Santa Fe, and consistent with the requirements established in the Administrative Procedures, Rule No. 5, the annual Fishing

Derby in the Santa Fe River shall be suspended for the year of 2026.

BE IT FURTHER RESOLVED that consistent with Ordinance No. 2026-17, the Governing Body approves a Children's Fishing Derby event on September 26th, 2026, on City property at the Nichols Reservoir.

BE IT FURTHER RESOLVED and that the City Manager and designated staff shall take the necessary steps to organize the Children's Fishing Derby event with the following specifications:

1) The event shall be limited to 150 children, each accompanied by an adult; and
2) The participants in the event shall access the Reservoir by City bus only; and
3) The City Manager and designated staff take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

BE IT FURTHER RESOLVED that the City Manager or a designee of the City Manager shall determine all other details necessary to organize the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez

Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Children's Fishing Derby

FIR No. 10775.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Children's Fishing Derby

Sponsor(s): Mayor Michael Garcia, Councilor Paul Bustamante

Reviewing Department(s): _____

Staff Completing FIR: Xavier Martinez, Constituent Services Manager **Date:** 8/5/2026

Phone: 505-637-1563

Reviewed by City Attorney: Marcos D. Martínez **Date:** 08/06/2026

Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)

Reviewed by Finance Director: _____ **Date:** _____

Summary:

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish.

Departments Affected:

Community Engagement Department, Public Utilities Department and Public Works Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City Manager will not be authorized to organize a Children's Fishing Derby in Nichols Reservoir on September 26, 2026.

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

Ordinance No. 2026-17 specifies that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body.

Performance and Administrative Implications:

The City Manager and all designated staff will be tasked with organizing all necessary details of the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

Fiscal Implications:

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$3,270	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$5,949	$				$
Total:	$	$9,219	$				$

Expenditure Narrative:
The proposed Community Fishing Derby will be held on a Saturday at the City Reservoir. Because the event occurs outside of normal operating hours, additional personnel, transportation services, and event-related supplies will be required.

Revenue

Revenue Type	FYE 2027	FYE 2028	FYE 2029	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Xavier Martinez

Email: xbmartinez@santafenm.gov

Signature:

Email: gfcardenas@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2026-__
Children's Fishing Derby

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (Aug 24, 2026 09:22:19 MDT)

Pilar Faulkner, Councilor

August 19, 2026

00000.0

Faulkner Co-Sponsorship (8.18.2026)

Final Audit Report 2026-08-24

Created:	2026-08-19
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzDkf5lKTES_rvP8EzFQp7LZc5x5t_wlo
Documents:	Faulkner Co-Sponsorship (8.18.2026).docx (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"Faulkner Co-Sponsorship (8.18.2026)" History

Document created by INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
2026-08-19 - 11:03:37 PM GMT- IP address: 216.207.130.218

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2026-08-19 - 11:04:37 PM GMT

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2026-08-20 - 6:47:42 AM GMT- IP address: 146.75.175.0

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2026-08-23 - 10:55:12 AM GMT- IP address: 146.75.175.1

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2026-08-24 - 0:32:40 AM GMT- IP address: 172.226.137.4

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Signature Date: 2026-08-24 - 3:22:19 PM GMT - Time Source: server- IP address: 76.127.62.125 - Signature Appearance Selected: DRAW

Agreement completed.
2026-08-24 - 3:22:19 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: August 6, 2026

To: Governing Body
Brian Moya, City Manager

From: Shirley Spencer, TSF Administrative Manager Shirley Spencer

Via: Randy Randall, TSF Executive Director Randy Randall (Aug 8, 2026 09:00:52 MDT)
David Carr, TSF Director of Sales

Cc: Erin McMullin, TSF Administrative Assistant ERIN MCMULLIN (Aug 6, 2026 11:22:42 MDT)

Re: International Travel Approval – David Carr, TSF Sales Director

ITEM AND ISSUE:
Request the Approval of City Sponsored International Travel to Amsterdam, The Netherlands for Brand USA Travel Week, September 26, 2026 – October 2, 2026. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov).

Committee Review:
Governing Body: 08/26/2026

BACKGROUND & SUMMARY:
Brand USA Travel Week is a premier travel trade event held September 28-October 1, 2026. It connects U.S. tourism destinations and exhibitors with European and U.K. buyers and media for business meetings, networking, and industry trend discussions. The main goal of this trip is to drive future travel and visitation to Santa Fe. David will be traveling with the NMTD, who are registered for this tradeshow.

Estimated costs are:

- Meals - $624.00
- Parking - $48.00
- Hotel - $1,548.00
- Milage - $88.18
- Rideshares - $165.00
- Airfare - $1,517.00
- Tips - $33.00

TOTAL ESTIMATED COST: $4,023.18

REQUEST:
Approval of International Travel for David Carr to Amsterdam, The Netherlands from September 26 to October 2, 2026.

CITY OF SANTA FE | FINANCE

TRAVEL EXPENSE FORM

Name	Employee #	Title	Department	Departing Date/Time	9/26/26 6:00 AM	Return Day or Same Day Travel Per Diem Less than 2 Hours - $0.00 2 Hours but less the 6 - $25.00 6 Hours but less than 12 - $50.00 12 Hours butless than 24 - $70.00		
David Carr	107343	Director of Sales	Tourism SF - 65	Returning Date/Time	10/2/26 11:15 PM			
Purpose of Travel	Exhibit at Brand USA Travel Week, Amsterdam, The Netherlands			**Days**	**Hours**	**Return Day or Same Day Travel Per Diem**	(-) Minus Travel Advance Amount	**If City Vehicle or N/A is selected below mileage amount must be N/A**
				6	17.250	~~$70.00~~ Int'l=$104		
Departing Address		**Destination Address**		**Total Mileage**	**Mileage Reimbursement Amount**	**Munis Claim No.**		
203 Sombrio Dr, Santa Fe, NM		ABQ		133.6	$88.18			Personal Vehicle
Days Traveled	Actuals - Per Diem NOT Allowed $0.00	**FOR FURTHER INFORMATION REFER TO THE TRAVEL POLICY: https://intranet.santafenm.gov/travel**					$ -	Total Per Diem
6								

ACTUALS OR OTHER EXPENSES

Date: mm/dd/yyyy	Description	Meal Total (No Tip Allow) $70/MAX	LODGING (MAX $350/Day)	Transportation (Submit Receipts)	Other (Submit Receipts)	All TIPs (20% or Less)	P-Card Pre-Payment (Enter X)	Amount
09/26/2026	Daily Meal Allowance	$104.00						$104.00
09/27/2026	Daily Meal Allowance	$104.00						$104.00
09/28/2026	Daily Meal Allowance	$104.00						$104.00
09/30/2026	Daily Meal Allowance	$104.00						$104.00
10/01/2026	Daily Meal Allowance	$104.00						$104.00
	Hotel - $258 x 6		$1,548.00					$1,548.00
	Transport - airport-hotel			$55.00		$11.00		$66.00
	Transport - hotel-airport			$55.00		$11.00		$66.00
	Transport - in Amsterdam			$55.00		$11.00		$66.00
								$0.00
	Airfare roundtrip - ABQ to AMS				$1,517.00			$1,517.00
								$0.00
	Airport Parking ABQ				$48.00			$48.00
								$0.00
10/02/2026	Daily Meal Allowance - Return travel day	$104.00						$104.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
Expense Totals		$624.00	$1,548.00	$165.00	$1,565.00	$33.00		$3,935.00

GRAND TOTAL TRAVEL REIMBURSEMENT (Partial Day Rate, Per Diem Rate, Mileage, Expenses, Travel Advance, Note: P-Card Pre-Payments will not calculate in the total)	Per Diem Rate	Mileage	Expenses	Travel Advance	GRAND TOTAL
	$0.00	$88.18	$3,935.00	$0.00	$4,023.18

Budget Authorized By: Christine Martinez

Date: Aug 10, 2026

Travel Authorized By: BRIAN MOYA

Date: Aug 10, 2026

David Carr (Aug 7, 2026 11:36:01 MDT)

do solemnly swear that the above account statements are just and true in all respects.

garage (covered)

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 1 hour – **$5**
1 hour to 3 hours – **$6**
3 hours to 6 hours – **$7**
6 Hours to 24 Hours – **$14**
Max Daily Rate – **$14**

premium economy (covered)

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 24 Hours – **$10**
Max Daily Rate – **$10**

basic economy

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 24 Hours – **$8**
Max Daily Rate – **$8**

ADA parking

First 24 Hours – **Free**
After 24 Hours (Daily Rate – Garage Only) – **$11/day**

parking information

NOTICE: On-site parking is limited. Please plan extra time to find parking. Parking Info

Google Maps

203 Sombrio Dr, Santa Fe, NM 87501 to Albuquerque International Sunport

Drive 66.8 miles, 1 hr 3 min

66.8 x 2 = 133.6 mi

203 Sombrio Dr
Santa Fe, NM 87501

Take Camino de Las Crucitas and Camino de los Montoyas to NM-599 S

3 min (1.2 mi)

1. Head north on Sombrio Dr toward Alamo Dr

479 ft

2. Turn right onto Alamo Dr

220 ft

3. At the traffic circle, take the 3rd exit onto Camino de Las Crucitas

0.3 mi

4. Continue onto El Camino De Las Cruces

240 ft

5. Turn right onto Buckman Rd

0.1 mi

6. Slight right onto Camino de los Montoyas

0.5 mi

Take I-25 S to Sunport Blvd in Albuquerque. Take exit 221 from I-25 S

56 min (64.8 mi)

7. Turn left onto NM-599 S

11.1 mi

8. Take the exit onto I-25 S toward Albuquerque

53.4 mi

9. Take exit 221 for Sunport Blvd toward Airport

0.3 mi

10. Turn left onto Sunport Blvd

1 min (0.8 mi)

Albuquerque International Sunport
2200 Sunport Blvd, Albuquerque, NM 87106

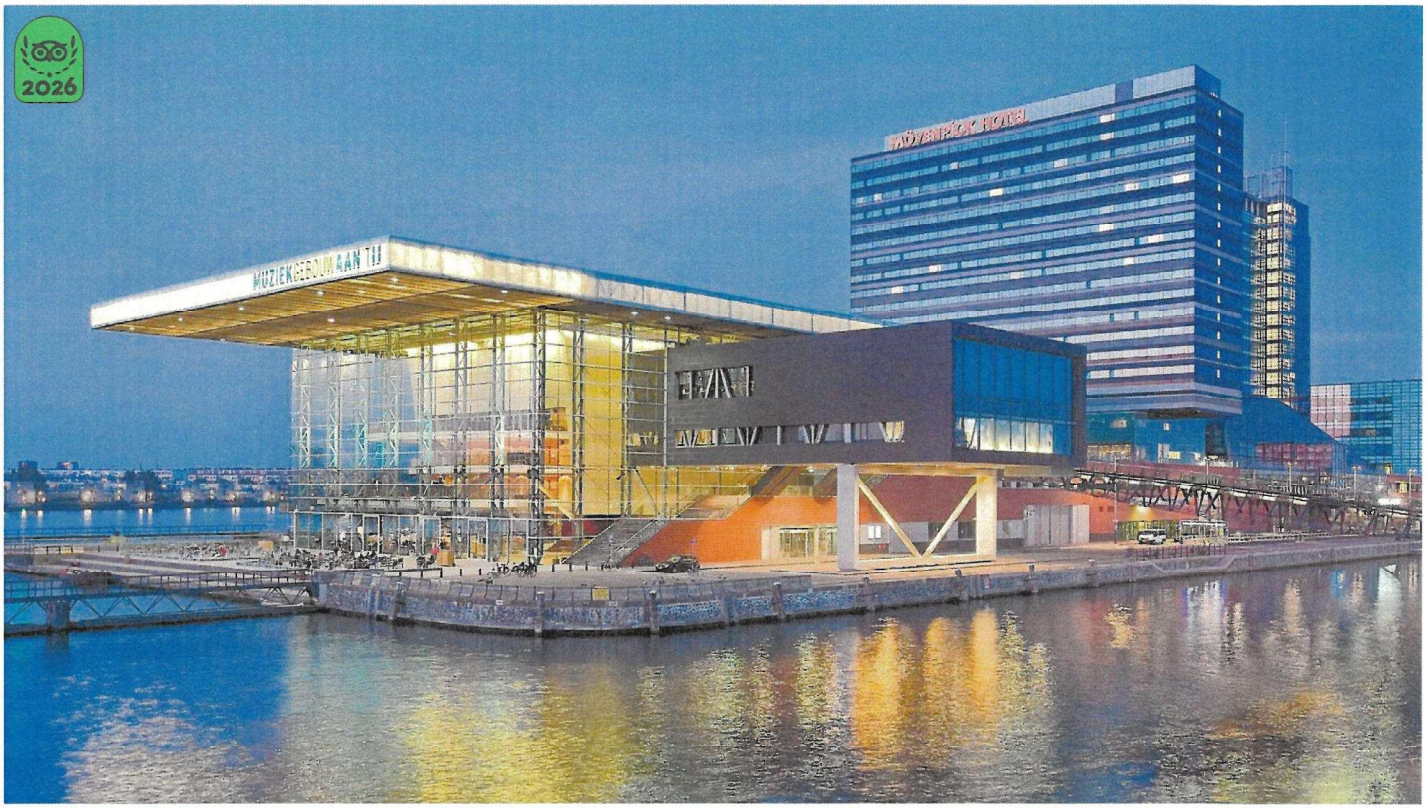
Mövenpick Hotel Amsterdam City Centre

Save Review

4.3 (7,843 reviews) #143 of 416 hotels in Amsterdam

View location

$258 Expedia.com View deal



< See all 1,089 hotels in Amsterdam

$258
Expedia.com

Check In Sat, Sep 26 | Check Out Thu, Oct 01 | Rooms/Guests 1 Room, 1 Guest

Expedia $258 View deal

Hotels.com $258 View deal

priceline $269 View deal

View all 11 deals from $204

Prices are provided by our partners, and reflect nightly room rates, including any mandatory fees. Taxes not included. Please see our partners for more details.

Did you already book this hotel?

Tell us so we can help you plan.

Yes No

Price trends in the next 30 days

Prices are currently average for your trip

Why guests love this hotel

4.3 (7,843 reviews)

vasula · Aug 2026

What a brilliant hotel. We had a top floor room view over the harbour and canals was sensational. Very large modern room and spotlessly clean. Do not miss the restaurant the food was absolutely first rate with lov ...Read more

Rees family

It is a beautiful hotel are also plenty of heartily recommend

About

4.3 Very Good (7,843 reviews)

#143 of 416 hotels in Amsterdam

Location	4.2
Rooms	4.5
Value	4.1
Cleanliness	4.6
Service	4.4
Sleep Quality	4.5

< See all 1,089 hotels in Amsterdam

$258
Expedia.com

HOTEL STYLE
Business
Harbor View

LANGUAGES SPOKEN
English, French, Spanish, Dutch and 2 more

Property amenities

Paid private parking on-site

Free High Speed Internet (WiFi)

how much is a rideshare from ams to beur

AI Mode All Forums News Images Shopping Videos More Tools

AI Overview

A rideshare from Amsterdam Airport Schiphol (AMS) to Beurs van Berlage typically costs between **€35 and €45** for a standard vehicle. Fares can rise to **€55 to €65+** during peak hours, heavy traffic, or if you require a larger vehicle. bolt.eu +2

Estimated Cost Breakdown

Rideshare options are generally cheaper than a standard metered airport taxi, which ranges from €60 to €95. Amsterdam Experiences

- Bolt **(Standard/Electric)**: €36 – €38
- UberX **(Standard)**: €35 – €40
- **UberX Share (Carpool)**: You can save up to 25% if you choose to share the ride with another traveler.
- **XL / Van Options (5–6 passengers)**: €55 – €65 bolt.eu +4

Journey Details

Ask anything

are typically located just outside the main arrivals terminal at the designated ground transportation/passenger pickup lane. Uber +2

A Highly Recommended Alternative

If you want to save money and potentially time, consider the train. Beurs van Berlage +1

- **Cost**: About **€5.50** per person.
- **Route**: Take a direct train from the airport station straight to **Amsterdam Centraal** (15 minutes). From there, it is a very easy, flat, **5-minute walk** down the Damrak directly to

Skip to main content Accessibility feedback

Share

Albuquerque ⇄ Amsterdam

Round trip · Economy · 1 passenger

$1,517
Lowest total price

Selected flights

Track prices

Departing flight · Sat, Sep 26

8:35 AM ABQ ⟶ 6:55 AM[+1] AMS

1 stop · 14 hr 20 min · Delta · Air France, KLM -7% emissions

Returning flight · Fri, Oct 2

10:50 AM AMS ⟶ 5:30 PM ABQ

1 stop · 14 hr 40 min · Delta · KLM · Operated by SkyWest DBA Delta Connection +7% emissions

Booking options

How options are ranked

Book with Delta Airline

Hide options

Delta Main Basic $1,517	Delta Main Classic $1,737	Delta Main Extra $1,967
✗ No seat selection	✓ Free seat selection	✓ Free seat selection
✓ Standard seat	✓ Standard seat	✓ Standard seat
✗ Last to board	✓ Standard boarding	✓ Standard boarding
✗ No ticket changes	✓ Free change, possible fare difference	✓ Free change, possible fare difference
✓ 1 free carry-on	✓ 1 free carry-on	✓ 1 free carry-on
1st checked bag: $150	✓ 1st checked bag free	✓ 1st checked bag free
Continue	Continue	Continue

Fare and baggage fees apply to your entire trip. Bag fees may be higher at the airport. Delta bag policy

Book with Air France Airline — $1,517 Continue

Book with KLM Airline — $1,517 Continue

Prices include required taxes + fees for 1 adult. Optional charges and bag fees may apply.

$1,517 is high for Economy

The least expensive flights for similar trips to Amsterdam usually cost between $810–1,250.

Language · English (United States) Location · United States Currency · USD

Skip to main content Accessibility feedback

Round trip 1 Economy

Albuquerque ... Amsterdam Sat, Sep 26 Fri, Oct 2

All filters Stops Airlines Bags Price Times Emissions Conne

Best Cheapest from $1,004

Top departing flights

Ranked based on price and convenience Prices include required taxes + fees for 1 adult. Optional charges and bag fees may apply. Passenger assistance info.

Sorted by top flights

8:35 AM → 6:55 AM+1 ABQ AMS 1 stop · 14 hr 20 min · Delta · Air France, KLM Avoids as much CO2e as 2,739 trees absorb in a day	$1,503 round trip -7% emissions	
2:07 PM → 1:10 PM+1 ABQ AMS 1 stop · 15 hr 3 min · Delta, KLM	$1,503 round trip Avg emissions	
2:36 PM → 12:30 PM+1 ABQ AMS 1 stop · 13 hr 54 min · Delta · KLM · Operated by SkyWest DBA Delta Connection	$1,503 round trip +11% emissions	
12:21 PM → 9:20 AM+1 ABQ AMS 1 stop · 12 hr 59 min · United	$1,517 round trip +11% emissions	

Prices are currently typical View price history

Track prices Sep 26 – Oct 2 Any dates Date grid Price graph

Other departing flights

MARCH 23 Notice of acceptance or waitlist

Showcase the entirety of the USA with destinations of all sizes

Represent a variety of travel sectors (e.g. state, city, attraction, lodging, transport, RTO, association, etc.)

Include a balance of new and returning organizations

COSTS TO EXHIBIT

TRADE TRACK

TRADE EXHIBITORS

1st Delegate **$8,500**
Must be U.S.-based

2nd Delegate **$2,500**

MEDIA TRACK

MEDIA EXHIBITORS

1st Delegate **$3,500**
Must be U.S.-based

Delegates **1 per org**

LEADERSHIP TRACK

LEADERSHIP EXHIBITORS

1st Delegate **$2,500**

Brand USA Travel Week
U.K. & EUROPE 2026

MENU

BEURS VAN BERLAGE · AMSTERDAM

September 28 – October 1, 2026

Bringing together U.S. exhibitors and U.K. & European buyers for a week of B2B meetings, networking, and enrichment, driving future visitation to the United States.

GET INVOLVED

VENUE & TRAVEL

The event brings together key U.S., U.K., and European travel industry players to discuss trends, challenges, innovations, and opportunities to drive future visitation to the United States.

Program

01

01 Appointments

Connecting U.K. & European trade with the U.S. travel industry, this event offers hand-picked buyers from across the U.K. & European markets and U.S. exhibitors the opportunity to take part in up to 15 matchmade one-to-one appointments per day. To fit more meetings in, each session runs 15 minutes.

A full list of U.S. exhibitors is published on the Exhibitor List, and a full list of the U.K. & European buyers is published on the Buyer List.

02

Enrichment

The enrichment series delivers critical market insights from marketers, strategists, and industry leaders, programming designed to inspire, educate, and motivate. Attendees choose one session per day from two topics offered daily. Full details are shared closer to the event.

03

Networking & Evening Events

Strengthen business relationships, reconnect with friends and colleagues, and make new connections at any of the networking and evening events held throughout the week across Amsterdam's landmark venues.

The Venue

02

Beurs van Berlage

AMSTERDAM, THE NETHERLANDS

A landmark of Dutch architecture in the heart of Amsterdam, Beurs van Berlage is an iconic setting for Travel Week U.K. & Europe 2026, just steps from Amsterdam Central Station.

ADDRESS
Damrak 243, 1012 ZJ Amsterdam

GETTING THERE
300m from Amsterdam Central Station — head toward Damrak, turn right, and follow until you reach the building.

VENUE & TRAVEL

Key Dates

PLAN AHEAD

February 17	Exhibitor application opens at 9:00 a.m. ET
February 27	Exhibitor application closes at 11:59 p.m. ET
March 9	Buyer registration opens
March 23	Exhibitor notifications distributed
April 1	Guest registration opens
July 1	Sponsor application closes at 11:59 p.m. ET
July 10	Buyer registration closes
July 13	Buyer preferencing opens
July 20	Trade exhibitor preferencing opens
August 3	Preferencing closes
September 14	Schedules distributed; guest registration closes
Sept 28 – Oct 1	Brand USA Travel Week U.K. & Europe 2026

*Brand USA reserves the right to adjust dates as necessary.

Schedule

*Subject to change.

TRADE MEDIA LEADERSHIP

Monday
SEPTEMBER 28

PROGRAM
Exhibitor Enrichment, Keynote, Plenary Enrichment

EVENING
Off-site Opening Reception (Maritime

Tuesday
SEPTEMBER 29

PROGRAM
Appointments

EVENING
Open Night

Wednesday
SEPTEMBER 30

PROGRAM
Appointments & Enrichment

EVENING
On-site Reception

Thursday
OCTOBER 1

PROGRAM
Appointments & Enrichment

EVENING
Departures / Open Night

GB Packet - Travel approval - Amsterdam

Interim Agreement Report 2026-08-06

Created:	2026-08-05
By:	ERIN MCMULLIN (emmcmullin@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAApefXeTW5gIf5Iq0nokvEr1EwiyJBVDOd
Documents:	GB Packet - Travel approval - Amsterdam.pdf (29 pages)

Agreement History

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

"GB Packet - Travel approval - Amsterdam" History

Document created by ERIN MCMULLIN (emmcmullin@santafenm.gov)
2026-08-05 - 10:08:07 PM GMT- IP address: 63.232.20.2

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2026-08-05 - 10:14:10 PM GMT

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2026-08-05 - 10:17:03 PM GMT- IP address: 104.47.65.254

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2026-08-05 - 10:17:23 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2026-08-05 - 11:22:58 PM GMT- IP address: 146.75.203.1

Travel Approval for Governing Body - Brand USA Amsterdam

Final Audit Report 2026-08-10

Created:	2026-08-06
By:	ERIN MCMULLIN (emmcmullin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXYj_rLSMA7HUwCU4u6wg1o62kSSGCMg9
Documents:	updUsPs GB travel approval.pdf (17 pages)
Number of Documents:	1
Document page count:	17
Number of supporting files:	0
Supporting files page count:	0

"Travel Approval for Governing Body - Brand USA Amsterdam" History

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2026-08-06 - 5:22:45 PM GMT

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2026-08-07 - 5:35:47 PM GMT- IP address: 104.47.65.254

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2026-08-07 - 5:36:05 PM GMT

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2026-08-08 - 2:12:47 AM GMT- IP address: 104.47.65.254

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2026-08-08 - 2:13:15 AM GMT

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2026-08-08 - 5:05:37 AM GMT- IP address: 172.226.3.16

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Signature Date: 2026-08-08 - 3:00:52 PM GMT - Time Source: server- IP address: 97.182.11.76 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) for signature

2026-08-08 - 3:00:57 PM GMT

Document e-signed by CHRISTINA MARTINEZ (cfmartinez@santafenm.gov)

Signature Date: 2026-08-10 - 3:25:12 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-08-10 - 3:25:16 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-08-10 - 5:24:12 PM GMT- IP address: 174.205.224.48

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-08-10 - 5:25:51 PM GMT - Time Source: server- IP address: 174.205.224.48 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.

2026-08-10 - 5:25:51 PM GMT

Date: July 28, 2026

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

From: Carly Venditti, Metropolitan Redevelopment Agency Deputy Director CAV

Via: Andrea Phillips, Deputy City Manager

RE: Adopting the Hopewell Mann Neighborhood Stabilization Plan

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SUMMARY:

The proposed resolution would adopt the Hopewell Mann Neighborhood Stabilization Plan, a community-driven plan that identifies strategies, policies, and actions to preserve housing affordability, support residents and businesses, improve infrastructure and public safety, expand economic opportunity, and strengthen long-term neighborhood stability. The Midtown Community Development Plan, adopted in 2023, identified neighborhood stabilization as a key strategy to promote housing affordability, minimize displacement, and support long-term community stability. It specifically calls for a community-driven Neighborhood Stabilization Plan for the Hopewell Mann neighborhood due to redevelopment pressures associated with the Midtown redevelopment project.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Elizabeth Barrett

Councilor Paul Bustamante

A RESOLUTION

APPROVING THE HOPEWELL MANN NEIGHBORHOOD STABILIZATION PLAN.

WHEREAS, the Governing Body adopted the Midtown Community Development Plan for the Midtown Redevelopment Project through Resolution No. 2023-5; and

WHEREAS, the Midtown Community Development Plan is founded on the principles of equitable and sustainable development and identifies as a key goal that Midtown provide housing affordability and security by supporting neighborhood stabilization, community cohesion, and opportunities for permanent residency across generations while minimizing displacement; and

WHEREAS, the Midtown Community Development Plan calls for the preparation and implementation of a community-driven Neighborhood Stabilization Plan for existing neighborhoods vulnerable to redevelopment pressures, with particular emphasis on the Hopewell Mann neighborhood because of its proximity to the Midtown redevelopment area; and

WHEREAS, the City of Santa Fe ("City") issued a Request for Proposals, RFP #25128, on April 28, 2025, to prepare a Neighborhood Stabilization Plan through a collaborative planning process that evaluated programs, policies, funding strategies, and other tools to support neighborhood stabilization while engaging residents and community organizations in an inclusive

and equitable planning process; and

WHEREAS, the Hopewell Mann Neighborhood Stabilization Plan (the "Plan"), attached as Exhibit A, was prepared by a consultant team led by Model of Architecture Serving Society "MASS" in partnership with Chain Breaker Collective, the Santa Fe Indigenous Center, and Ideas & Action; and

WHEREAS, the planning process for the Plan centered on meaningful community engagement through neighborhood meetings, small-group discussions, culturally specific gatherings, surveys and digital engagement, resulting in a resident-driven vision and an Impact Framework that establishes community-defined values, goals, and measures of success; and

WHEREAS, the planning process identified significant challenges facing the Hopewell Mann neighborhood, including housing affordability and displacement pressures, infrastructure and public safety needs, barriers to economic opportunity, aging housing, limited investment benefiting existing residents, and broader social and climate vulnerabilities; and

WHEREAS, the Plan identifies strategies to preserve housing affordability, support existing residents and businesses, improve public infrastructure and safety, strengthen neighborhood connectivity, expand economic opportunity, and promote long-term community stability and resilience; and

WHEREAS, the Plan organizes those strategies into three focus areas: Housing and Tenure, Jobs and Businesses, and the Public Realm; and

WHEREAS, the Plan identifies policies, programs, and actions to support neighborhood stabilization in the Hopewell Mann Neighborhood and advance the goals of the Midtown Community Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Hopewell Mann Neighborhood Stabilization Plan, attached as Exhibit A, is hereby adopted.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez
Marcos D. Martínez (Aug 12, 2026 10:41:19 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Hopewell Mann Neighborhood Stabilization Plan

EXHIBIT A

CITY OF SANTA FE

HM

HOPEWELL MANN NEIGHBORHOOD STABILIZATION PLAN

ISSUED JUNE 12, 2026

MASS. with

Chainbreaker Santa Fe Indigenous Center Ideas and Action

Land Acknowledgment

We acknowledge that the land on which the Hopewell Mann neighborhood sits is part of the ancestral, traditional, and unceded homelands of the Tewa speaking Pueblo peoples, primarily that of Tse Tsu Geh Oweenge (Tesuque Pueblo).

We honor the name Oga Po'geh— "White Shell Water Place" — the ancient Tewa name often used for the Santa Fe region, including Hopewell Mann. It reflects a millennia-long history of trade, cultural exchange, and stewardship of water on this high desert plateau.

We recognize the ongoing legacy of Spanish colonization and the founding of La Villa Real de la Santa Fe de San Francisco de Asís since 1610, a process that profoundly disrupted Indigenous lifeways and sovereignty. Acknowledgment requires holding both the beauty and the trauma of our shared history, and commitment to ethical, inclusive, and equitable futures in the place we call home.

We honor the breath of all who came before us — ancestors, elders, and those who continue to carry Indigenous knowledge and life today. We give our gratitude to the ancestors who walked this land, the generations who resisted displacement, and the many Indigenous relatives who continue to call Santa Fe home, especially those connected to Hopewell Mann, a vibrant, majority-Hispanic, mainly renter-occupied community shaped by enduring resilience.

As residents, community members, and visitors in Hopewell Mann, we commit to actions that reflect this acknowledgment: supporting Indigenous sovereignty, protecting housing affordability and neighborhood character, stewarding water and land with care, and centering Indigenous and long-time Hispanic neighbor voices in decisions about our shared future.

This Hopewell Mann Stabilization Plan is itself an act of acknowledgment, grounded in the history of this place, the sovereignty of its first peoples, and the lived experiences of its long-time residents. This report represents our commitment to honor the land and the people who call it home through action, not just words.

Photo: Aerial of the south extents of the Hopewell Mann Neighborhood (MASS).

Contents

1 Introduction p. 07

2 Planning Process p. 15

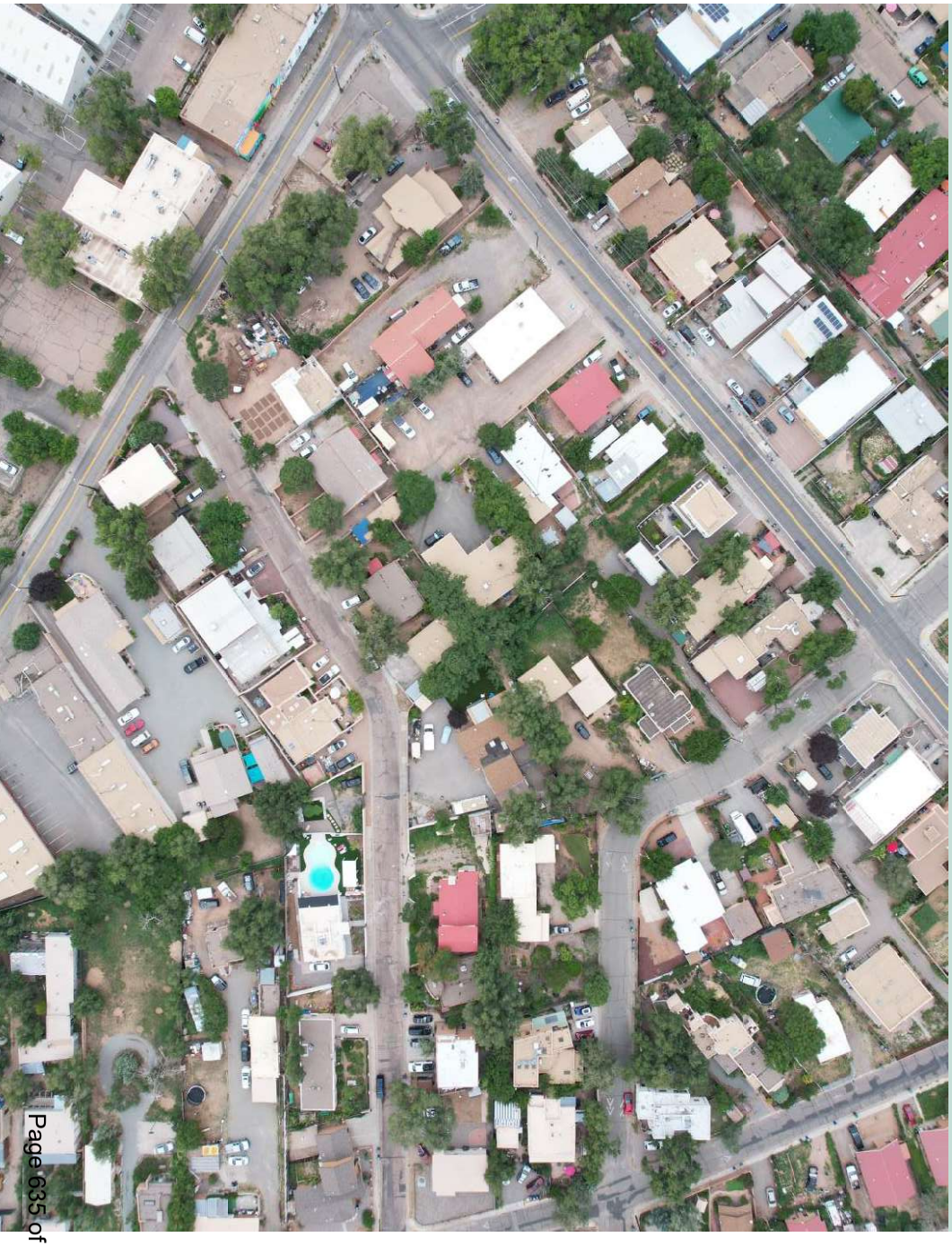
3 Needs & Opportunities p. 25

4 The Plan p. 71

5 Implementing the Plan p. 113

6 Appendix p. 127

Photo: Ristras hanging on a gate in the neighborhood.



1

Introduction

This chapter explains what the Neighborhood Stabilization Plan is, why stabilization is urgent for Hopewell Mann, and how different audiences can use the report. It includes a snapshot of the neighborhood today and sets the stage for working together to protect residents, strengthen community assets, and guide future investment.

Photo: Aerial of the Hopewell Mann Neighborhood (MASS).

Why a Neighborhood Stabilization Plan for Hopewell Mann?

Hopewell Mann is at a critical crossroads. Located immediately north of Midtown, the neighborhood sits at the intersection of significant public investment, redevelopment activity, and long-standing community identity.

Planned improvements in Midtown promise new housing, jobs, cultural amenities, and public infrastructure, but they also raise important questions about who benefits from change and whether long-time residents, businesses, and community institutions can remain and thrive.

A growing body of research, planning studies, demographic data, and community engagement has identified Hopewell Mann as one of Santa Fe's most vulnerable neighborhoods to displacement pressures and uneven investment. The neighborhood has the city's lowest median household income, a majority renter population, aging housing stock, infrastructure barriers, and limited pathways to long-term stability. At the same time, it possesses extraordinary strengths: deep cultural roots, strong social networks, diverse housing types, and a history of community resilience.

These conditions have been documented through previous housing justice research and advocacy efforts, City planning initiatives, the Midtown Community Development Plan, Metropolitan Redevelopment Agency analysis, and the extensive community engagement undertaken as part of this Neighborhood Stabilization Plan. Together, these efforts point to the need for proactive strategies that help existing residents benefit from neighborhood change rather than be displaced by it.

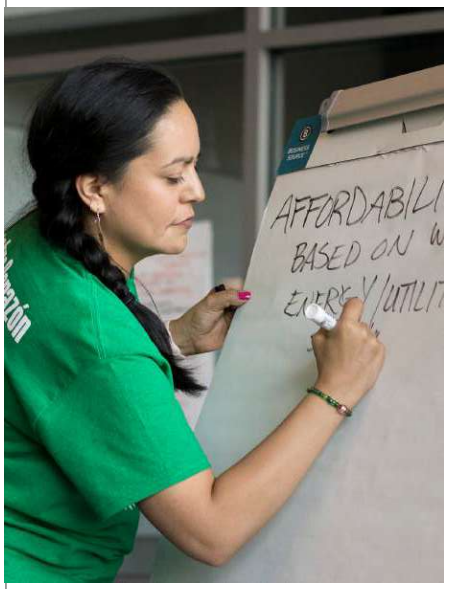
This planning process made clear that stabilization cannot mean disinvestment. Public realm investment without stabilization policies can accelerate displacement, while stabilization policies without investment can reinforce neglect and limit opportunity. For this reason, the plan addresses both the pressures that push residents and businesses out and the conditions that help people remain rooted.

The plan's impact framework translates these interconnected pressures into three realms of action: Housing & Tenure, Jobs & Businesses, and Public Realm. Together, these realms recognize that neighborhood stability depends not only on preventing displacement, but also on improving the everyday conditions that make it possible for residents, families, and local businesses to stay rooted, belong, and thrive in Hopewell Mann.

This effort is grounded in a shared commitment to equity. City leadership and community partners have articulated a goal for Santa Fe to advance the principles reflected in the Just City Index, embedding fairness, inclusion, and equitable access to opportunity into decisions about neighborhood change and investment. Developed by Model of Architecture Serving Society (MASS) on behalf of the Metropolitan Redevelopment Agency, with contributions from Chainbreaker Collective, the Santa Fe Indigenous Center, and Ideas & Action, this plan reflects extensive research, community engagement, and collaboration across sectors.

For the plan to move from recommendation to reality, the City will need to make a sustained institutional and political commitment to implementation. That commitment does not mean every action must be funded through the General Fund or led by a single department. Many strategies can advance through existing programs, partner organizations, state and federal funding, philanthropic support, and coordinated staff capacity. Long-term success will require ongoing collaboration among residents, community organizations, public agencies, and private partners to prioritize resources, track progress, and remain accountable to the stabilization goals residents helped define.

This plan is not only about preventing displacement. It is about safeguarding the social fabric, community networks, cultural heritage, local businesses, and everyday conditions that make Hopewell Mann irreplaceable in Santa Fe's urban landscape.



Top: Affordability march along St. Francis (Chainbreaker); Left: affordability workshop (Chainbreaker); Right: outdoor gathering in Hopewell Mann (Chainbreaker).

Neighborhood Snapshot

Located just north of Midtown, Hopewell Mann sits at a gateway between historic neighborhoods and major redevelopment, which brings both opportunity and potential pressures.

The following strengths, weaknesses, opportunities, and threats provide a high-level view of the neighborhood's assets and challenges as it approaches a period of change.

Strengths

- **Longstanding Indigenous and Hispanic Presence** — centuries of cultural continuity, family networks, and place-based identity anchoring the neighborhood.
- **Low Turnover and Deep Community Ties** — a largely stable resident base with strong social cohesion and long-term relationships.
- **Stable Hispanic Community and Expanding Multiracial Representation** — consistent demographic roots alongside a growing number of multiracial households.
- **A Range of Housing Scales and Forms** — diverse housing types from single-family homes to middle-scale clusters and multifamily buildings.
- **Increasing Property Values Strengthening Generational Assets** — rising home values that build equity for local owner-occupants and support wealth-building.

Weaknesses

- **Infrastructure Barriers to Public Services** — Physical boundaries, unsafe crossings, and unreliable transit make it difficult for residents to reach nearby services and amenities.
- **Growing Inequities in Housing Affordability** — Lower-income households face rising cost burdens while higher-income residents experience greater stability, widening economic divides.
- **Housing Shortages Driving Displacement Pressures** — A fully occupied housing supply and shrinking household size suggest that multigenerational and lower-income families are being pushed out.
- **A Market That Rewards Landlords Over First-Time Buyers** — Strong rental tenure encourages investment ownership and limits opportunities for residents to buy homes and build equity.
- **Older Housing Without Pathways for Rehabilitation** — Most homes are over 70 years old, yet few programs or financing tools support needed repairs or upgrades.
- **Lowest Household Incomes in the City** — Household incomes remain significantly below city averages, increasing vulnerability to rising costs and challenging long-term stability.

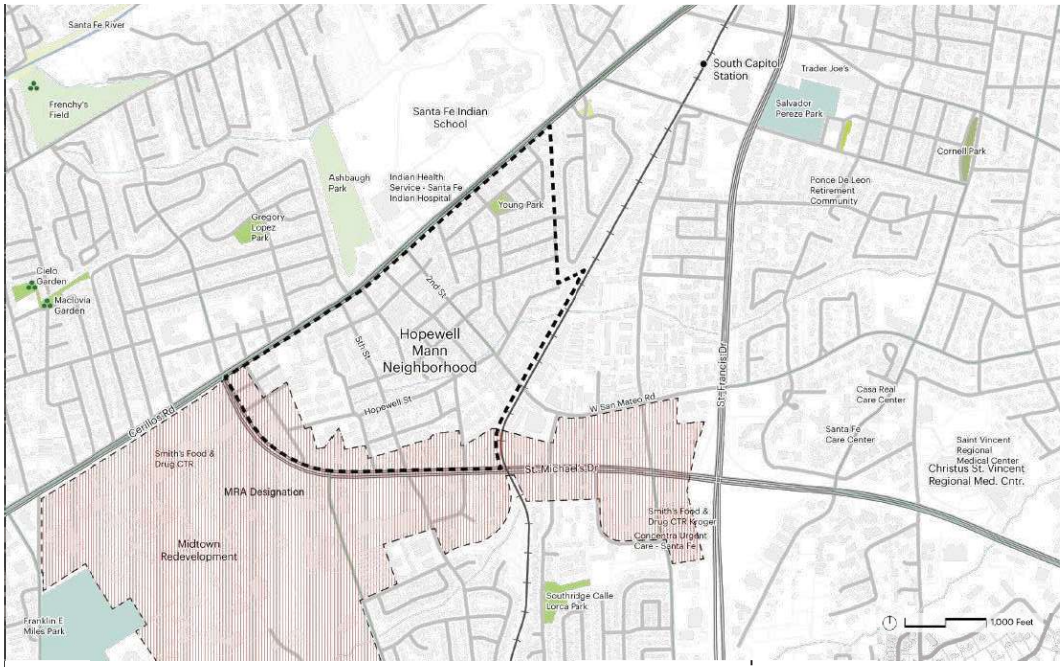
Opportunities

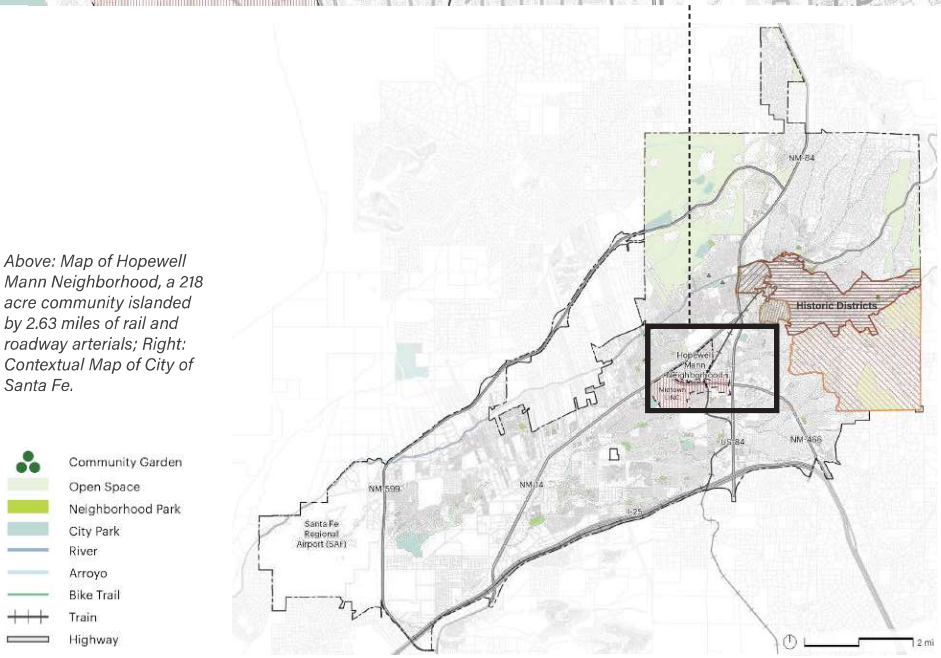
- **Expanding Housing Options Through Midtown Development** — New housing at Midtown can increase supply and ease pressure on nearby neighborhoods.
- **Improved Mobility Through Corridor Safety Projects** — Corridor investments will improve crossings, transit access, and overall neighborhood connectivity.
- **Citywide Planning and Zoning Reforms Underway** — Updates to the General Plan and zoning code can better align land use with community needs.
- **Building on Santa Fe's Housing Justice Policy Foundation** — the plan can build on Santa Fe's existing housing justice research, advocacy, and policy commitments.
- **New City Leadership and a Window for Neighborhood Action** — New elected leaders present an opportunity for residents to elevate neighborhood priorities.

Threats

- **Weakening Generational Continuity** — Shrinking household sizes and the loss of multigenerational families reduce long-term stability and weaken community support networks.
- **Shift from Multigenerational to Single-Person Households** — A rapid rise in single-person and non-family households signals increasing isolation and the erosion of long-standing family structures.
- **Midtown Development Pressure on Commercial Rents** — MRA designation incentives may raise already volatile commercial rents and threaten local businesses.
- **Commercial Properties Showing Decline and Limited Local Benefit** — Aging buildings, deferred commercial maintenance, and limited reinvestment reduce the economic benefits reaching neighborhood tenants.
- **Volatile Employment in Key Industries** — Job losses in the neighborhood's major employment sectors leave residents vulnerable to income instability and reduced economic security.
- **High Social Vulnerability and Exposure to Climate Risks** — Social and economic vulnerabilities heighten residents' exposure to heat, flooding, and other climate-related risks.

Taken together, these factors illustrate the neighborhood's current conditions, pressing needs, and areas of opportunity — all of which will be explored in greater depth in Chapter 3.





Above: Map of Hopewell Mann Neighborhood, a 218 acre community islanded by 2.63 miles of rail and roadway arterials; Right: Contextual Map of City of Santa Fe.

How to Navigate this Report

This plan is designed to be a living document. Different audiences will come to it with various needs, so each chapter is organized for quick reference as well as deeper study.

Whether you are a municipal official shaping policy, a community organizer mobilizing neighbors, a developer evaluating investments, or a resident wanting to understand what's happening, you'll find entry points tailored to you.

- **Chapter 1: Introduction —** sets the stage, explains why stabilization is urgent for Hopewell Mann, and outlines the neighborhood's context.
- **Chapter 2: Planning Process —** describes the team, partners, timeline, and community engagement framework that shaped the plan.
- **Chapter 3: Needs & Opportunities —** provides a detailed analysis of strengths, weaknesses, opportunities, and threats based on data and resident input.
- **Chapter 4: The Plan —** outlines the vision, desired outcomes, and specific strategies across housing, jobs and businesses, and the public realm. This chapter is intentionally robust, showing how community priorities, data, and policy opportunities translate into a coordinated stabilization framework.
- **Chapter 5: Implementing the Plan —** serves as the practical implementation guide, summarizing priority actions, plan-wide implementation layers, potential leads and partners, funding sources, timelines, and performance measures.
- **Chapter 6: Appendix —** includes definitions, supporting policy materials, reference documents, and other technical resources.

Photo: Plan focus group meeting during the planning process (MASS).

Municipal Leaders

Use this plan to align departmental work, funding decisions, and long-term City commitments around a shared neighborhood stabilization agenda.

Look for:

- Chapter 3 — quantitative and qualitative data on neighborhood conditions and trends.
- Chapter 4 — specific policy and program actions, with rationale for each.
- Chapter 5 — funding, timelines, and metrics to support decision-making and budget alignment.

Community Organizers

Use this plan to organize residents and partners around shared priorities, advocate for policies and investments that reflect community needs, and hold public agencies accountable for implementation over time.

Look for:

- Chapter 2 — engagement framework and organizing principles.
- Chapter 3 — neighborhood history, culture, and identified needs.
- Chapter 4 — community-capacity actions and opportunities for resident leadership.
- Chapter 5 — implementation roles, timelines, funding pathways, and accountability measures.

Developers

Use this plan to understand neighborhood priorities, identify projects that align with stabilization goals, reduce displacement risk, and shape investments that provide clear public benefit.

Look for:

- Chapter 3 — market conditions, zoning context, and precedent opportunities.
- Chapter 4 — action items related to housing, infrastructure, and public realm improvements.
- Chapter 5 — potential funding sources and implementation partners.

Neighborhood Residents

Use this plan to stay informed, advocate for the changes residents identified as priorities, participate in implementation efforts, and hold decision-makers accountable for following through over time.

Look for:

- Chapter 1 — neighborhood snapshot and why the plan matters.
- Chapter 2 — how residents were involved in shaping the plan.
- Chapter 4 — actions that directly affect housing, parks, streets, and community programs.

2

Planning Process

This chapter shares how the plan came together and who helped shape it. It introduces the planning team, the Metropolitan Redevelopment Agency, the project timeline, and the engagement process used to gather input from residents, businesses, community organizations, and public partners. Together, this process shaped the plan's vision, goals, strategies, and implementation priorities.

Photo: Planning toolkits (MASS).

Planning Team

The Hopewell Mann Neighborhood Stabilization Plan is the product of a collaborative team bringing together national expertise, local knowledge, and deep community relationships.

Led by Model of Architecture Serving Society (MASS) in partnership with Chainbreaker Collective, the Santa Fe Indigenous Center, and Ideas & Action, the planning team brought together design excellence, grassroots organizing, cultural stewardship, and strategic planning. Each partner contributed unique expertise, from architectural and urban design, to community organizing and housing justice advocacy, to amplifying Indigenous voices, to aligning policy and finance with equitable community development. Together, they shared a commitment to ensuring that the plan reflected the values, needs, and aspirations of the people who call Hopewell Mann home.

CITY OF SANTA FE

Metropolitan Redevelopment Agency

The Metropolitan Redevelopment Agency (MRA) brings real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote the triple-bottom-line, mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods and districts and the people who live, work, play, and learn there. **The MRA is the entity overseeing the development of the Hopewell Mann Neighborhood Stabilization Plan and will work closely with community groups, city agencies and leadership to implement the recommendations in the plan.**

MASS.

Model of Architecture Serving Society (MASS)

MASS is a nonprofit architectural firm committed to designing for justice and human dignity. Known for their collaborative, community-centered approach, MASS integrates rigorous research with innovative design to address social, economic, and health inequities. Their work spans global projects in health, education, social infrastructure and housing, emphasizing local engagement and sustainable impact. **With an office in the Hopewell Mann Neighborhood, MASS is leading this planning effort, coordinating participating community organizations, synthesizing research and community input, and developing recommendations and implementation strategies.**

Chainbreaker

Chainbreaker Collective

Chainbreaker is a member-led economic, environmental, and racial justice organization based in Santa Fe, NM since 2004. Through community organizing, Chainbreaker builds power for low-income BIPOC people in Santa Fe to win concrete victories that directly benefit our lives. **Chainbreaker is leading community outreach and engagement for the plan, connecting with past and present residents and stakeholders in Hopewell Mann to understand the needs, opportunities, and priorities for stabilization in the community.**

Santa Fe Indigenous Center

Santa Fe Indigenous Center

The Santa Fe Indigenous Center is an all-Native community-led organization that supports Indigenous people in and around Santa Fe County. It serves as a community hub, providing cultural programming and workshops, educational events, food distributions, emergency financial assistance for those in need, while advocating for Indigenous rights and inclusion in city planning and development. **The Indigenous Center is headquartered in Hopewell Mann and will support engagement efforts throughout the planning process, particularly with the neighborhood's Indigenous residents.**

Ideas and Action

Ideas & Action

Ideas & Action is a consultancy that leverages design research, analysis, engagement, and partnerships to demonstrate how design, policy, finance, and development of the built environment can enrich collective quality of life. The organization collaborates with academic, governmental, for-profit, and nonprofit partners to provide strategic advice, planning services, design expertise, and development modeling. Their work is grounded in data-driven metrics that showcase, scale, and replicate community-centered solutions. **I&A is supporting the plan with research and policy guidance.**

Left: Affordability demonstration in Hopewell Mann (Chainbreaker).

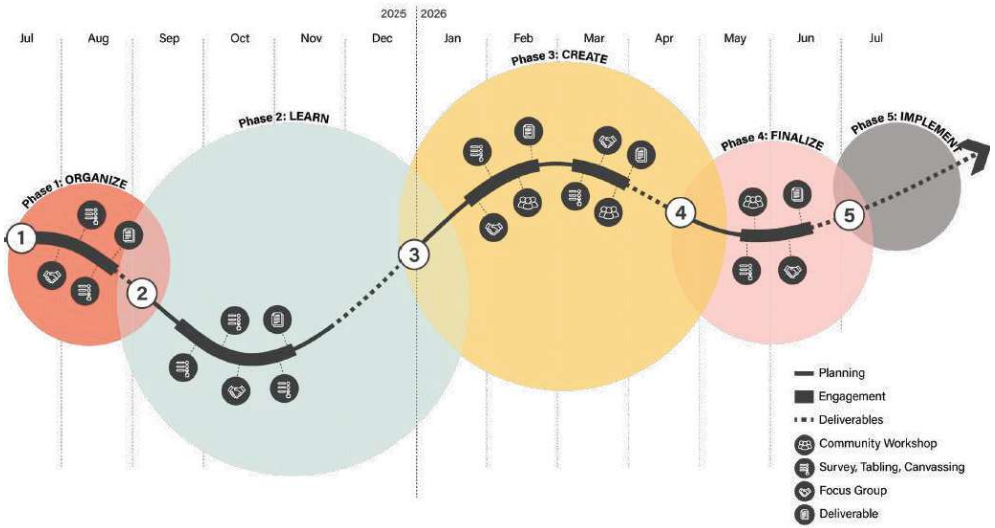
Engagement Framework

The engagement framework for the Hopewell Mann Neighborhood Stabilization Plan reflected a deep commitment to meaningful, resident-centered participation, guided by principles from the Just Cities Index and the Spectrum of Engagement to Ownership toolkit developed by Facilitating Power.

Recognizing that one size does not fit all, the planning team thoughtfully considered how residents wanted to be engaged, ensuring that engagement approaches were culturally resonant, accessible, and empowering.

To support broad participation, the planning process employed multiple engagement methods, including in-person meetings, small-group discussions, culturally specific gatherings, surveys, and digital platforms. This diversity of approaches acknowledged varying preferences, capacities, and access levels, broadening who could participate and how. Beyond traditional public meeting formats, the process created opportunities for collaboration, shared leadership, and meaningful community input.

By combining these approaches with the Just Cities Index's emphasis on reflection, alignment, and collective action, the engagement process fostered an inclusive and community-centered planning effort. It honored Hopewell Mann's unique cultural identity and history, centered resident voices in shaping neighborhood priorities, and strengthened relationships and leadership that can support implementation of the plan moving forward.



Hopewell Mann Neighborhood Stabilization team at press conference with outgoing Mayor Webber and incoming Mayor Garcia (September 2025).

SANTA FE NEW MEXICAN

'Development without displacement': City partners with nonprofits to protect Hopewell Mann from midtown project gentrification

Article in the Santa Fe New Mexican highlighting opportunities the Neighborhood Stabilization Plan might bring (September 2025).

Organize Engagement Phase

Key Questions

- Do you or your family currently live in, have previously lived in, or want to live in the Hopewell Mann neighborhood?
- How do you prefer to be involved in neighborhood planning (in-person meetings, online feedback, one-on-one conversations, etc.)?

Outcome

- Residents learned about the Neighborhood Stabilization Plan and opportunities to participate in shaping it.
- The planning team identified residents, stakeholders, and organizations to engage throughout subsequent phases of the process.
- The planning team gained insight into how community members preferred to participate, helping inform subsequent engagement activities and outreach strategies.

Outreach

- City of Santa Fe Press Release
- City of Santa Fe Social Media Post
- Santa Fe Indigenous Center Newsletter
- City of Santa Fe Webpage Dashboard
- KSFR Nuestra America Radio Show

Engagements

- Focus Group
- Targeted Phone Banking
- Canvassing

Engagement Framework (cont)

Neighborhood focus group conversation at Chainbreaker discussing the neighborhood's strengths, weaknesses, opportunities, and threats.

Tabling at Chainbreaker events featuring an interactive pinpoint map.

One of the mailers that went out to all Hopewell Mann addresses.

Learn Engagement Phase

Key Questions

- Where do you feel safe/welcome/at home in the neighborhood?
- What spot(s) make the neighborhood special?
- Where do you feel unsafe/unwelcome/out-of-place in the neighborhood?
- Where would you like to see more community-aligned investments made?
- What are the neighborhood's strengths/weaknesses/opportunities/threats?
- What spots have seen a lot of change?
- What should stay the same in the neighborhood?
- How important is it to stay in the neighborhood?
- What should change in the neighborhood?
- What priorities should policy-makers consider?

Outcome

- The planning team developed a clearer understanding of key displacement pressures and residents' priorities.
- Residents shared input and experiences that shaped the planning process.
- Community input directly informed the SWOT analysis and Just City Index framework.

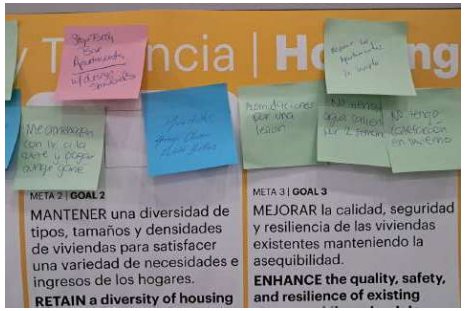
Outreach

- Mailer
- Social media
- Door-to-door canvassing
- Organizational newsletters
- Website announcements

Engagements

- City of Santa Fe Online Map
- Focus Group
- Online and Paper Survey
- Table Pinpoint Map

Members of the Chainbreaker team facilitate a conversation around goal-setting at the Create phase Info Session.



Feedback from the Create phase info session on specific goals for each impact realm.

Create Engagement Phase (Part 1)

Key Questions

- Do the goals and impact metrics align with your vision for the neighborhood?
- Which of these will impact you most?
  - Housing & Tenure
  - Jobs & Businesses
  - Public Realm
- What ideas & actions should the Plan consider for Housing & Tenure?
- What ideas & actions should the Plan consider for Jobs & Businesses?
- What ideas & actions should the Plan consider for Public Realm?

Outcome

- Residents helped refine the vision, goals, and desired outcomes of the Neighborhood Stabilization Plan.
- Community-generated ideas were collected across Housing & Tenure, Jobs & Businesses, and Public Realm.
- Resident feedback informed early strategy directions and priority areas for action.
- A broad range of potential solutions was identified for further testing and refinement.

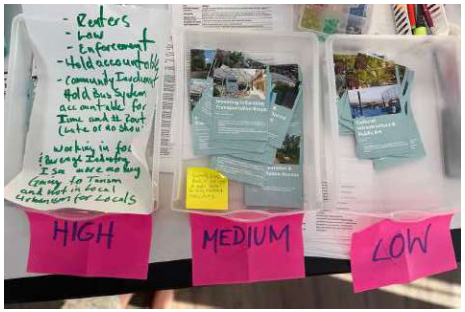
Outreach

- Mailer
- Social media
- Door-to-door canvassing
- Organizational newsletters
- Website announcements

Engagements

- Info Session
- Online and Paper Survey
- Table Pinpoint Map

Engagement Framework (cont)



Focus groups weighed strategies by low, medium, and high priority across each of the three impact realms.

A focus group on Housing and Tenure strategy prioritization discusses the link between goals, strategies, and impacts.

Create Engagement Phase (Part 2)

Key Questions

- Which ideas feel most important to you?
- Which strategies should we prioritize first?
- What changes will have the biggest impact on you and your neighbors?
- What risks or concerns do you see with these ideas?

Outcome

- Community input helped rank and refine proposed recommendations.
- Residents provided feedback on the feasibility and resonance of strategies based on lived experience.
- Community feedback informed revisions to the draft Neighborhood Stabilization Plan.

Outreach

- Mailer
- Social media
- Door-to-door canvassing
- Organizational newsletters
- Website announcements

Engagements

- Housing & Tenure Implementation Focus Group
- Jobs & Businesses Implementation Focus Group
- Public Realm Implementation Focus Group

Community members reviewed the approach to implementation asynchronously over the course of the Finalize Phase.

The Finalize Phase culminated in a block party hosted across the Chainbreaker and Calle Cinco Plaza parking lots to connect residents with resources and review the final Stabilization Plan.

Finalize Engagement Phase

Key Questions

- Do the recommendations in this plan reflect your priorities?
- What feels missing or needs more emphasis?
- Are there any concerns about how the recommendations may affect you or your neighbors?
- What would make you feel confident in the implementation of this plan?

Outcome

- Residents, stakeholders, and implementation partners reviewed and provided feedback on the draft plan.
- Final revisions incorporated community feedback, concerns, and language preferences.
- The completed Neighborhood Stabilization Plan reflected the priorities, values, and aspirations expressed throughout the engagement process.

Outreach

- Mailer
- Social media
- Door-to-door canvassing
- Organizational newsletters
- Website announcements

Engagements

- Meetings with Stakeholders and Implementation Partners
- Asynchronous Review of Implementation Timeline
- Block Party and Resource Fair

3

Needs & Opportunities

This chapter takes a close look at the neighborhood: what is working well, what challenges residents face, and where there are opportunities for action. It covers Hopewell Mann's history and culture, demographic and economic trends, housing and building conditions, streets and public spaces, and relevant policy and funding tools. These findings establish the need for stabilization and identify the assets, gaps, and opportunities that shape the plan's recommendations.

Photo: Focus group set-up to review desk research with community members(MASS).

SWOT Overview

A SWOT analysis — examining Strengths, Weaknesses, Opportunities, and Threats — is a foundational tool for understanding the full landscape of the Hopewell Mann Neighborhood before designing strategies for anti-displacement.

Conducting a SWOT early helps clarify what assets should be protected and strengthened, what challenges must be addressed, and where external forces may influence long-term stability. By grounding the planning process in a clear and shared understanding of current conditions, a SWOT analysis ensures that recommendations are both responsive to community realities and aligned with residents' priorities.

We conducted significant desk research for the SWOT analysis, pulling data from the following sources:

- American Community Survey (ACS) 5-year estimates from the Census Bureau (2023, 2019, 2014)
- Santa Fe County Parcel Data (2025)
- Economic data from CoStar (2023)
- Concurrent City of Santa Fe planning documents from Metropolitan Redevelopment Agency, Metropolitan Redevelopment Agency, Planning and Land Use, and others

We also conducted six weeks of community engagement, which included:

- Table map across 8 different community events
- Focus group conversations
- Online survey

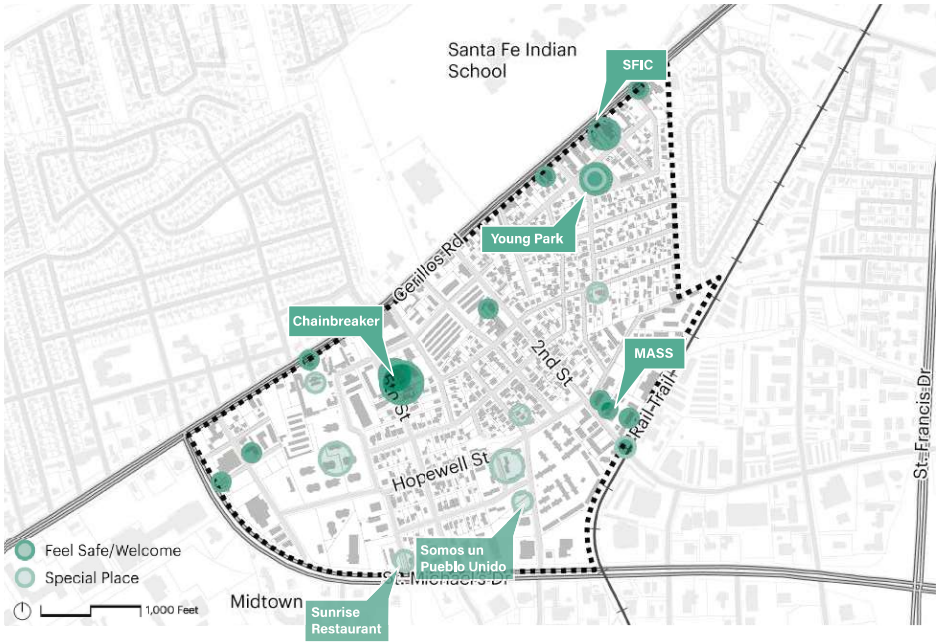
Left: Focus group at Chainbreaker to discuss SWOT analysis.

Right: SWOT analysis through table map of pinpoints.

Strengths

Hopewell Mann's strengths lie in its deep cultural roots, stable resident base, diverse housing types, and strong sense of community identity.

- **Longstanding Indigenous and Hispanic Presence —** centuries of cultural continuity, family networks, and place-based identity anchoring the neighborhood.
- **Low Turnover and Deep Community Ties —** a largely stable resident base with strong social cohesion and long-term relationships.
- **Stable Hispanic Community and Expanding Multiracial Representation —** consistent demographic roots alongside a growing number of multiracial households.
- **A Range of Housing Scales and Forms —** diverse housing types from single-family homes to middle-scale clusters and multifamily buildings.
- **Increasing Property Values Strengthening Generational Assets —** rising home values that build equity for local owner-occupants and support wealth-building.



What You Said: What Are the Neighborhood's Strengths?

Across community gatherings, tabling sessions, focus groups, and survey responses, residents consistently emphasized that the most important aspects of the neighborhood to preserve are its people, relationships, and community fabric. They want to protect local businesses, cultural identity, and the overall peaceful character that defines daily life in Hopewell Mann. Many also noted that the neighborhood's affordability, its pattern of small-scale housing, and its long-standing sense of place are essential qualities that should remain unchanged.

Community & People (23%)

Residents prioritized preserving the integrity of the community and maintaining the spaces and opportunities that allow people to meet, convene, and provide mutual support.

- "Good neighbors."
- "Friendly neighbors and strong intergenerational identity."
- "Residential / family feel."
- "La raza... the people who have been here."
- "Somos Un Pueblo Unido makes this neighborhood very special."
- "Community traditions such as La Posolada."

Local Businesses & Services (15%)

Residents want to see longstanding local businesses remain, and stressed the importance of supporting the conditions that allow daily necessities and services to thrive locally.

- "Local businesses such as Blake's, Ace Hardware, and Food King."
- "The old-school local businesses."
- "Shops, grocery stores, gas stations..."
- "Good access to the main #2 bus line."

Unique Neighborhood Character (13%)

Residents valued the overall character of the neighborhood, including small businesses, mixed uses, and its distinct feel.

- "Mix of dwellings and small businesses."
- "Funky residential, small business feel."
- "Dense environment that supports opportunities for community life and activity."
- Tranquility & Peace (10%): A significant number emphasized keeping the neighborhood calm and peaceful.
- "La tranquilidad de este vecindario."
- "Peace & quiet."

Culture, Art & Identity (8%)

Some residents highlighted the importance of maintaining local cultural expressions, art, stories, and historic identity.

- "The murals, art, neighborhood culture..."
- "Local historic resources."
- "Route 66 feel..."
- "This neighborhood is my special spot, where I lived growing up."

Housing Characteristics & Affordability (8%)

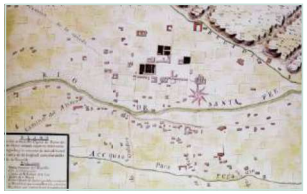
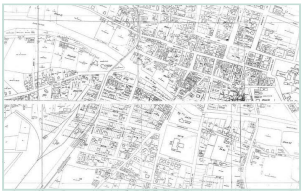
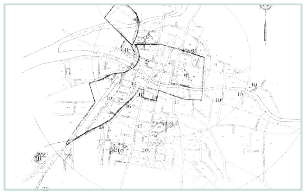
A number of residents cited housing affordability as a core strength of the neighborhood. Many brought up the City of Santa Fe Resident's Bill of Rights as a promising step toward addressing housing challenges and supporting long-term neighborhood stability.

- "Single-family housing where it already exists."
- "La renta o bajarla más."
- "It is pretty affordable..."

Strengths

Longstanding Indigenous and Hispanic Presence

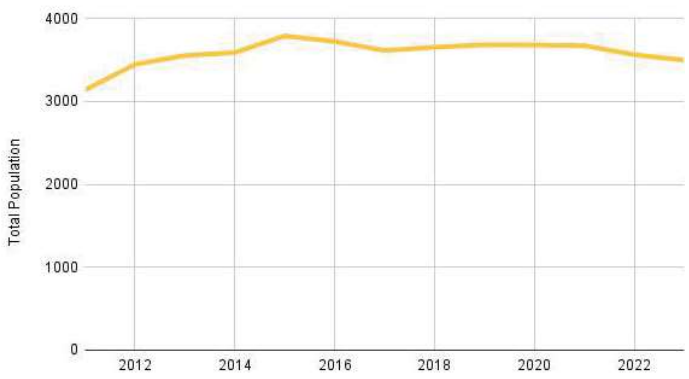
The Hopewell–Mann neighborhood has undergone centuries of demographic change shaped by shifts in governance, land use, and economic forces.

	pre-1600s	1600s - early-1800s	1821 - late-1800s	1900s - 1950s	1950s - 2000s	2000s - Present
	Indigenous Era	**Spanish Colonial Land Grant Era**	**US Territorial Land Management**	**Early 20th Century Urbanization**	**Working Class Neighborhood**	**21st Century Pressures**
Socio Political Context						
	Tewa/Tanoan Pueblo peoples and other Indigenous groups stewarded the landscape through communal land systems and acequia (irrigation) traditions (image: Francisco Atanasio Dominguez, 1777).	Spanish colonial governance and the imposition of colonial land grants, missions, and acequia allocations reshaped land tenure and water rights (image: Sharon Stewart 1992–2003).	Mexican independence (1821) followed by U.S. territorial control after 1848; transportation corridors and territorial governance start to reorganize settlement (image: National Parks Service).	Continued municipal growth, industrial/rail infrastructure, and evolving municipal services (image: Cerrillos Road 1930, William H. Roberts).	Post-war housing patterns, suburbanization elsewhere, but Hopewell–Mann remains a relatively affordable, central urban neighborhood (image: City of Santa Fe).	Rapid citywide tourism/second-home market and Midtown redevelopment accelerate land value increases; municipal efforts launch neighborhood stabilization responses (image: Chainbreaker Collective).
Land Use						
	Seasonal agriculture, grazing and managed water systems (acequias), and dispersed settlement patterns tied to Pueblo communities and local waterways (image: 1766 Plan de la Villa de Santa Fe Map).	Communal and private grant parcels established; agriculture and ranching intensified in nearby lands that would later be incorporated into the city (image: 1846 Emory and Gilmer Map).	Incremental urban growth of Santa Fe; the area around what became Midtown begins to be plotted and used more intensively as Santa Fe expands (image: 1877 Plat of the City of Santa Fe Land Grant Map).	Parcels subdivided into denser residential lots; industrial/rail corridors and mixed commercial uses appear near the rail/transportation nodes (image: 1912 Kings Official Map of Santa Fe).	Primarily residential with small businesses and institutional uses; limited large-scale investment preserved neighborhood fabric but also led to economic marginalization (image: Sanborn Map of Santa Fe).	Rising commercial and infill development pressures; proposals for redevelopment, and public stabilization planning to protect affordable housing and cultural resources (image: MASS Design Group).
Demographics						
	Indigenous peoples (Tewa and neighboring groups) as primary occupants and stewards of the land (image: Edward Curtis, 1905).	Mix of Indigenous, Spanish colonial settlers, and mixed-ancestry communities; Spanish legal/ administrative structures formalize property patterns (image: Ácoma church interior, 1880s, an illustration by Charles Graham).	Continued presence of Hispano and Indigenous families with growing numbers of Anglo settlers and merchants tied to trade routes and later the railroad (image: Photograph of a Family Group Outside a Log Cabin in New Mexico, ca. 1895).	Working-class neighborhoods expand; many long-term Hispano families establish multi-generational homes in the area (image: Santa Fe crowd in 1910).	Predominantly Latino/Hispano working-class residents; strong place-based community ties but increasing vulnerability to regional housing pressures. Local reporting and community histories document these long-standing ties (source: Don J. Usner - Searchlight New Mexico).	Increasing economic pressure and early signs of displacement/gentrification; community advocates and city agencies are actively focused on preserving affordability and cultural continuity. Reporting and analyses document this dynamic (image: Gabriela Campos, The New Mexican).

Strengths

Low Turnover and Deep Community Ties

The population of Census Tract 10.02 — which includes Hopewell Mann, Casa Linda, and the Pacheco Street neighborhood — has remained relatively stable over the past decade, fluctuating between 3,138 and 3,681 residents. In 2024, 79.1% of residents stayed in the same home, and most newcomers arrived from within the county (13.3%), while smaller shares moved from outside the county (3.2%), from another state (3.8%), or from abroad (0.6%, or 18 individuals). Although overall migration into the neighborhood is low, the small group of residents moving in from out of state tend to be higher-income, while those relocating from within the county or elsewhere in New Mexico are typically lower-income households. This pattern suggests a neighborhood that is locally rooted but experiencing subtle socioeconomic stratification, with higher-earning newcomers at the edges of an otherwise low-income, long-established community.



Graph shows a slight decrease in population in the neighborhood since 2021 (US Census).

	Lives in the same house:		Moved within same county:		Moved from diff. county:		Moved from different state:		Moved from abroad:	
	#	%	#	%	#	%	#	%	#	%
Same house 1 year ago	2331		391		95		112		18	
No income	241	10%	0	0%	0	0%	0	0%	0	0%
With income	2090	90%	391	100%	95	100%	112	100%	18	100%
$1 to $9,999 or loss	411	18%	102	26%	28	29%	12	11%	9	50%
$10,000 to $14,999	329	14%	6	2%	49	52%	25	22%	0	0%
$15,000 to $24,999	264	11%	21	5%	18	19%	0	0%	0	0%
$25,000 to $34,999	388	17%	113	29%	0	0%	0	0%	0	0%
$35,000 to $49,999	256	11%	39	10%	0	0%	0	0%	0	0%
$50,000 to $64,999	147	6%	78	20%	0	0%	11	10%	0	0%
$65,000 to $74,999	58	2%	0	0%	0	0%	5	4%	0	0%
$75,000 or more	237	10%	32	8%	0	0%	59	53%	9	50%

Table shows that the majority of residents have remained in place but that 100% of those coming in have income of various ranges (US Census).

What You Said: Why We Feel Rooted in the Neighborhood

The overwhelming majority of respondents say it is very or extremely important to stay in the neighborhood. Their reasons center on deep emotional attachment, long-term residence, family roots, and economic necessity. A smaller group expresses mixed feelings due to safety issues, while only a few say staying is not important.

Deep Sense of Home and Belonging

Many respondents describe the neighborhood as their only home, the place where they have put time and love, or where they intend to stay for life.

- "My only home, my kids' roots."
- "Very important—I've put so much time and love into the home."
- "Extremely important. My father built our home."
- "It's home."

Economic Necessity & Lack of Alternatives

Several respondents say it's important because they cannot afford to live anywhere else, citing rising costs, paycheck-to-paycheck living, HUD requirements, or Santa Fe's affordability crisis.

- "Currently I can't afford to live anywhere else."
- "Vivo de cheque a cheque."
- "Gentrification has made it impossible to stay."
- "Very important because of HUD requirements."

Proximity to Work, Schools, and Daily Life

Many describe the neighborhood as convenient, central, or close to work and essential services.

- "Very, as a source of housing close to my work and grocery stores."
- "Está más cerca de mi trabajo y más céntrico."
- "I work there. Very important."

Community, Social Connections, and Safety Nets

Respondents highlight strong relationships with neighbors, a sense of community, and the security of being surrounded by people they trust.

- "My neighbors and I look out for each other."
- "Tengo amigos viviendo aquí."
- "I would like to stay but it is more important to support other residents."

Cultural Identity & Roots

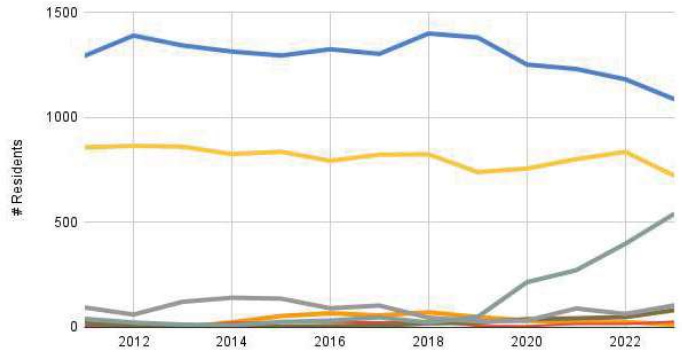
Some responses emphasize cultural continuity, growing up in Santa Fe, or the neighborhood's diverse and central character.

- "Very important. I grew up in Santa Fe and can barely afford it now."
- "Diversity & centrality are great."
- Mixed Feelings or Negative Perceptions: A small group feels less attached, citing noise, safety concerns, and discomfort with neighborhood changes.
- "Somewhat important. I like the neighborhood although there are some issues."
- "Not important. The neighborhood is trashy and feels unsafe."

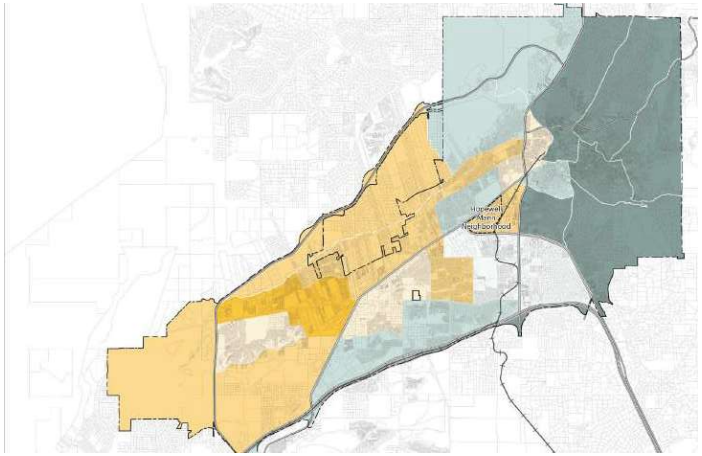
Strengths

Stable Hispanic Community and Expanding Multiracial Representation

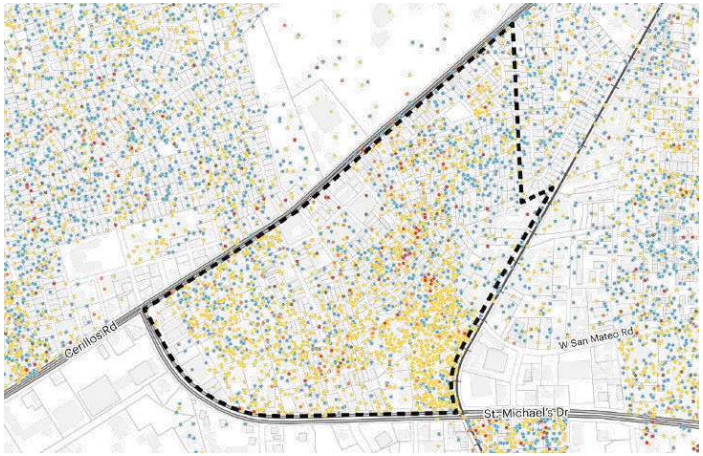
Hopewell Mann is one of the most predominantly Hispanic/Latino neighborhoods in Santa Fe. Over the past ten years, the area has remained largely Hispanic/Latino and white, with a noticeable rise in multiracial residents since 2019, likely reflecting changes in census self-identification practices and an increase in residents reporting multiple racial identities on surveys. The neighborhood remains racially concentrated, with predominantly Hispanic/Latino households living south of Second Street. This continuity reflects deep cultural roots, long-standing family networks, and a strong sense of place that contributes to community resilience, intergenerational support systems, and cultural cohesion that many other parts of the city have lost.



Graph shows a steady decrease in the neighborhood's white population and commensurate increase in multi-racial residents; there has been a slight dip in Hispanic residents since 2022 (US Census).



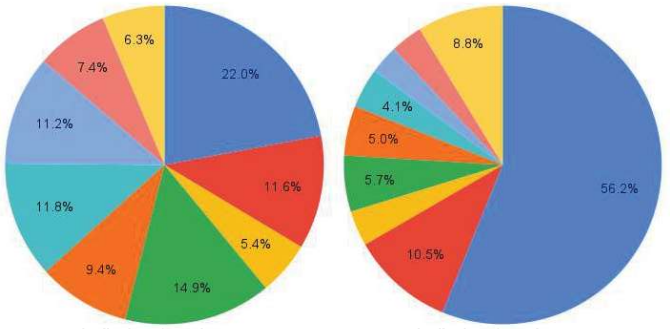
Map shows that Hopewell Mann has one of the highest concentrations of Hispanic residents in central Santa Fe; the contrast between the majority-white east side and the majority Hispanic south side is starkly evident (US Census).



Map shows the striking separation between a primarily Hispanic west side of the neighborhood and primarily white east side of the neighborhood (US Census).

A Diversity of Housing Types Across the Neighborhood

Hopewell Mann has a much wider range of housing types than the rest of Santa Fe, which is predominantly composed of single-family detached homes. In addition to single-family detached and attached units, the neighborhood includes significant numbers of multi-family apartment buildings (10+ units) and middle-scale housing clusters (2–9 units). This diversity supports a mix of household sizes, incomes, and rental options that are far less common elsewhere in the city.



Distribution of Housing Types Across Hopewell Mann

Distribution of Housing Types Across Santa Fe

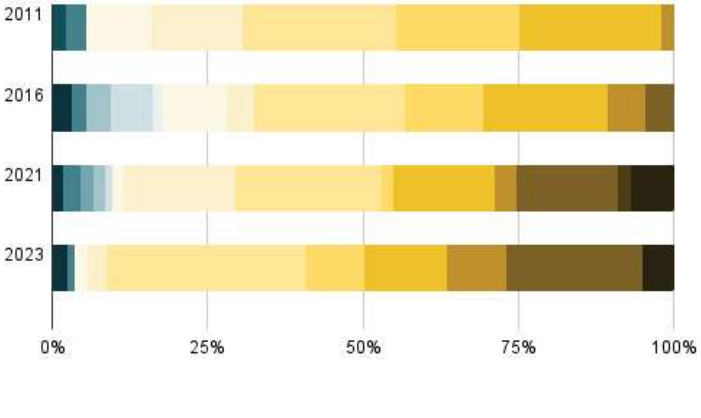
Graph shows a wider mix of housing types in the neighborhood compared to Santa Fe at large (US Census).

Strengths

Increasing Property Values Strengthening Generational Assets

Property values in Hopewell Mann have shifted dramatically over the past fifteen years. In 2011, only 5% of homes were valued above $400,000; today, that share has risen to 35%. Because the number of housing units has remained constant, this rise reflects a high rate of reappraisals triggered by home sales rather than the construction of new high-value properties. The most expensive holdings in the neighborhood are commercial parcels and large-lot apartment buildings.

Only 36.4% of the neighborhood's total acreage is dedicated to residential use. Among these residential properties, the majority are owned by families or individual households based within Hopewell Mann or elsewhere in New Mexico. This pattern suggests that rising property values are contributing to increased generational wealth for local owner-occupants, while also driving significant profit for corporate and absentee owners who hold large commercial or multi-family assets.

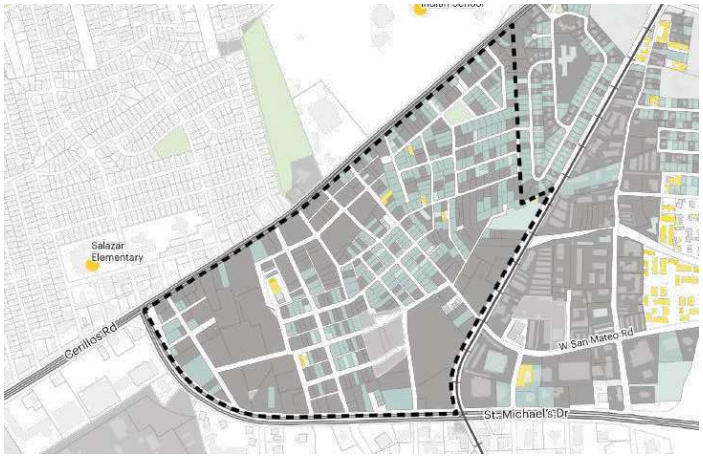


This graph demonstrates how property values across the neighborhood have grown considerably since 2011, although still less than the City of Santa Fe more broadly (US Census).

This table explores ownership characteristics of housing across the neighborhood by acreage, value, and quantity (County Assessor's Parcel Data).

	ACREAGE		
143	Total acreage of residential properties (out of 392 acres)	**36.40%**	of total acreage of property
16.9	Total acreage of residential properties owned by LLCs	**11.80%**	of total acreage of residential properties
3.2	Total acreage of residential properties owned by owners NOT based in NM	**2.20%**	of total acreage of residential properties
	VALUE		
$375 MM	Total value of residential properties	**47.00%**	of total value
$52.7 MM	Total value of residential properties owned by LLCs	**14.10%**	of total value of residential properties
$5.2 MM	Total value of residential properties by owners NOT based in NM	**1.40%**	of total value of residential properties
	QUANTITY		
954	Total # of residential properties	**72.30%**	of total quantity
111	Total # of residential properties owned by LLCs	**11.60%**	of total quantity of residential properties
101	Total # of residential properties by owners NOT based in NM	**10.60%**	of total quantity of residential properties

This map visualizes total market value of properties across the neighborhood (County Assessor's Parcel Data).

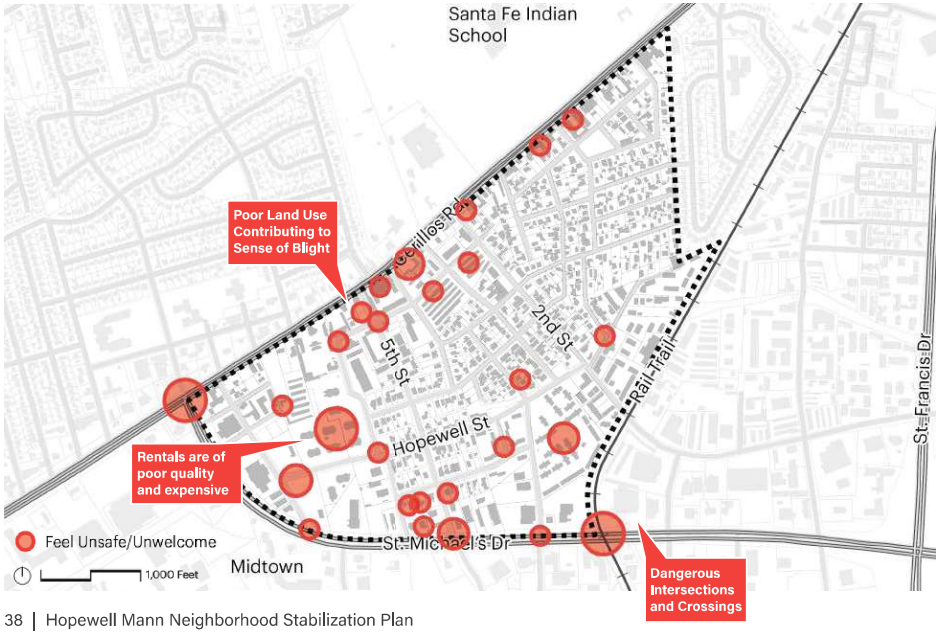


This map extrapolates cost/sf of each property across the neighborhood (County Assessor's Parcel Data).

Weaknesses

Weaknesses center on housing pressures, aging infrastructure, low household incomes, and barriers that limit access to public services and economic opportunity.

- **Infrastructure Barriers to Public Services —** Physical boundaries, unsafe crossings, and unreliable transit make it difficult for residents to reach nearby services and amenities.
- **Growing Inequities in Housing Affordability —** Lower-income households face rising cost burdens while higher-income residents experience greater stability, widening economic divides.
- **Housing Shortages Driving Displacement Pressures —** A fully occupied housing supply and shrinking household size suggest that multigenerational and lower-income families are being pushed out.
- **A Market That Rewards Landlords Over Renters and First-Time Buyers —** Strong rental demand encourages investment ownership and limits opportunities for residents to buy homes and build equity.
- **Older Housing Without Pathways for Rehabilitation —** Most homes are over 70 years old, yet few programs or financing tools support needed repairs or upgrades.
- **Lowest Household Incomes in the City —** Reported household incomes remain well below city averages, increasing vulnerability to rising costs and challenging stability.



What You Said: What Are the Neighborhood's Weaknesses?

Safety & Security

- Lack of safe street crossings and generally dangerous traffic conditions
- Minimal safety and security in the neighborhood
- Poor sidewalk conditions, especially for people with mobility challenges
- Neighbors do not know each other as well as in the past, reducing social cohesion
- Decline in larger extended-family households; more isolated nuclear families

Infrastructure Problems

- Rising rents and high cost of living
- Insufficient or inaccessible parks, gardens, and public spaces for children and families
- Car dependency; it is difficult to get around without a vehicle
- Too many parking lots and underutilized spaces
- Senior centers are far away and considered low quality
- Difficulty navigating city rules, services, and systems
- Low use of parks due to road barriers and a declining culture of community leisure
- I can't easily walk to the grocery stores nearby

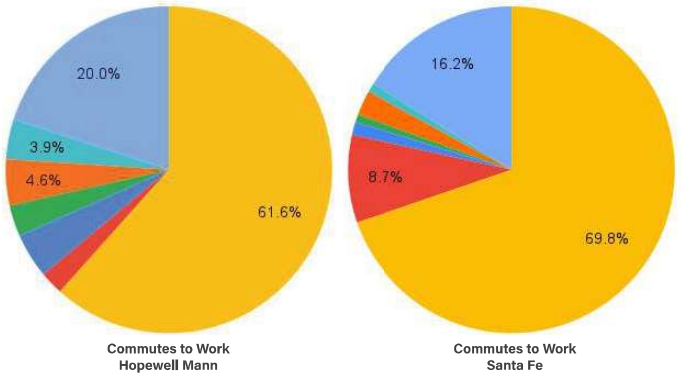
Photo of sidewalk terminating abruptly along Jay Street (Source: Alicia Inez Guzmán - permissions forthcoming).

Weaknesses

Infrastructure Barriers to Public Services

Once on the periphery of Santa Fe, Hopewell Mann is now at the geographic heart of the city, surrounded by—yet not containing—many public services. Despite this central location, the neighborhood is cut off by major arterials: Cerrillos Road to the north, St. Michael's Drive to the south, and the railroad tracks to the east. These boundaries reinforce historic disinvestment in the area and limit residents' ability to access jobs, services, and amenities beyond the neighborhood. Several concurrent Metropolitan Planning Organization studies, along with recent community engagement, reveal that insufficient and unsafe pedestrian crossings along these corridors have contributed to high crash rates and pedestrian fatalities. Future investments by the Metropolitan Planning Organization into safer crossings are slated to improve conditions and reduce accidents along the neighborhood's perimeter.

In a scenario where pedestrian crossings were safe and transit were frequent and reliable, Hopewell Mann would be well connected. Residents already walk and take the bus at higher rates than the city overall, and more people work from home here than in Santa Fe as a whole. Still, most residents rely on driving alone, and fewer carpool than the citywide average. Because a higher share of residents depend on walking to reach daily destinations, our analysis examined 5-, 10-, and 15-minute walking distances to major services. This revealed the greatest gap in access to food, though distance alone does not reflect service quality, eligibility restrictions (such as limited access to Indian Health Services), or school boundaries. Mobility and access are major weaknesses for Hopewell Mann because the neighborhood's physical barriers, uneven transit service, and unsafe pedestrian infrastructure prevent residents from fully benefiting from the public services that surround them, deepening inequities despite their central location.



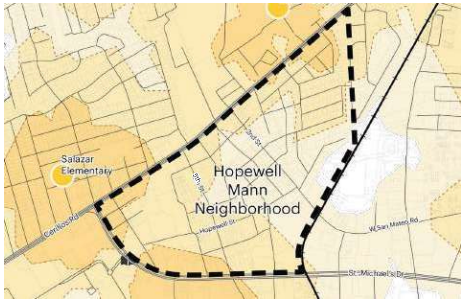
These graphs show that more people commute by walking and public transportation and less by driving alone than the rest of the city; more people also work from home and fewer people carpool (source: US Census, generated by MASS).

These walk-shed maps show the relative gaps in access to services across the neighborhood (generated by MASS).

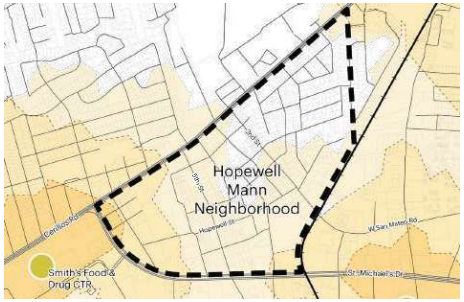
Grocery
Schools
Library
Museum
Hospital / Clinics / Nursing Home
Church
Fire / Police
Park
Community Garden

Walking Distance
5-min
10-min
15-min
1000 ft

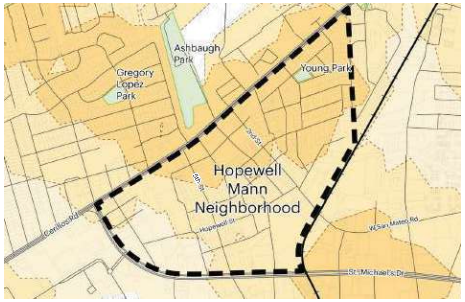
Distance to Schools (does not assess rating)



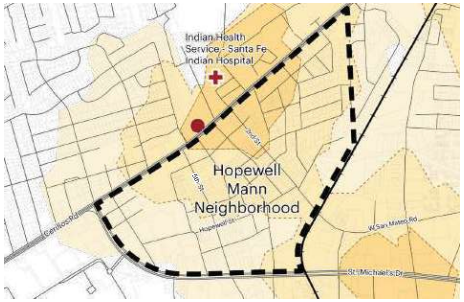
Distance to Groceries (does not assess quality)



Distance to Parks (does not assess quality)



Distance to Healthcare (does not assess eligibility)



Weaknesses

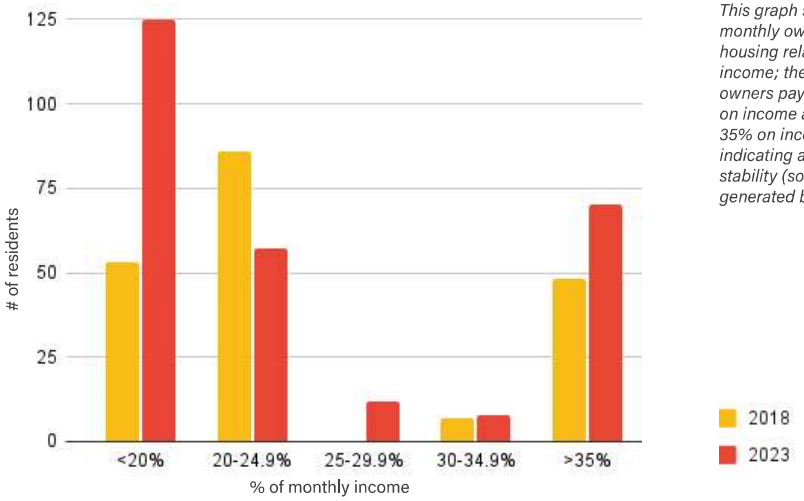
Growing Inequities in Housing Affordability

Monthly homeowner costs in Hopewell Mann have remained relatively consistent over the past several years, but rental prices have experienced sharp increases at both the lowest and mid-range price points. Rents under $300 per month (often bedroom sublets in shared homes) have become far more scarce, while units priced between $1,500 and $1,999 per month have grown, even though very few properties in the neighborhood exceed $2,000 per month. These shifts have intensified affordability pressures for the neighborhood's lowest-income households.

Cost burdens reveal an even more concerning pattern. For higher-earning renters and owners, housing cost burden has remained negligible. However, the burden on the poorest households has worsened. Today, 87% of renters earning less than $20,000 per year and 33% of owners in the same reported income brackets are cost-burdened, spending more than one-third of their monthly income on housing.

Among homeowners, a widening divide is emerging. Twenty-nine percent of homeowners are now cost-burdened — a 30% increase since 2018 — while the share of homeowners spending less than 20% of their income on housing has doubled. This indicates a clear split between long-time or lower-income owners who are increasingly strained by taxes, re-mortgages, and home maintenance costs and newer or higher-income households who face little to no burden. Renters face a parallel, though slightly different, pattern. While the overall share of cost-burdened renters has declined since 2018, rent remains unaffordable for nearly 40% of neighborhood residents. This decline may not reflect improved affordability, but instead a shift toward higher-income renters, who tend to experience lower rates of housing cost burden even as rents continue to rise across income groups. Unaffordable rent is defined as spending more than 33% of household income on housing.

Taken together, these trends show a neighborhood where the extremes are growing: many households are becoming more secure, while the poorest households — both renters and owners — are facing worsening financial strain. This widening gap in housing cost burden reflects deeper socioeconomic changes and threatens long-term stability for the most vulnerable residents.



This graph shows the monthly owner costs of housing relative to owner income; the number of owners paying less than 20% on income and more than 35% on income increased, indicating a widening gap in stability (source: US Census, generated by MASS).

Household Income Bracket	2011	%	2023	%	Change
<$10,000	144	17%	208	18%	1%
$10,000 and $14,999	253	29%	175	15%	-14%
$20,000 and $24,999	105	12%	106	9%	-3%
$40,000 and $44,999	86	10%	9	1%	-9%
$50,000 and $59,999	58	7%	99	8%	2%
$60,000 and $74,999	64	7%	175	15%	8%
$75,000 and $99,999	63	7%	102	9%	1%
$100,000 and $124,999	45	5%	37	3%	-2%
$125,000 and $149,999	36	4%	138	12%	8%
$150,000 and $199,999	3	0%	89	8%	7%
>$200,000	11	1%	28	2%	1%
Total Households	868		1,166		

This graph shows the changes in number of households within reported income brackets between 2011 and 2023. Generally, households with incomes below $50,000/year were reduced and households with incomes above $60,000/year increased or remained the same. This is largely impacted by inflation and commensurate salary increases and has less to do with displacement rates of households (US Census).

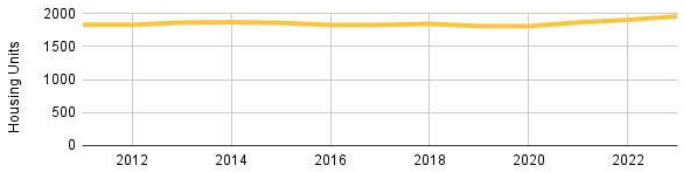
	2018		2023	
% Cost-Burdened Households	Owners	Renters	Owners	Renters
<$20,0000	32%	85%	33%	87%
$20,000 to $34,999	25%	76%	19%	76%
$35,000 to $49,999	47%	20%	100%	36%
$50,000 to $74,999	0%	11%	18%	9%
$75,000 or more	0%	0%	4%	0%

This graph shows that owners earning between $35-75k have seen the greatest increase in cost-burden (meaning households spend more than 30% of their monthly income on rent) between 2018 and 2023 (US Census).

Housing Shortages Driving Displacement Pressures

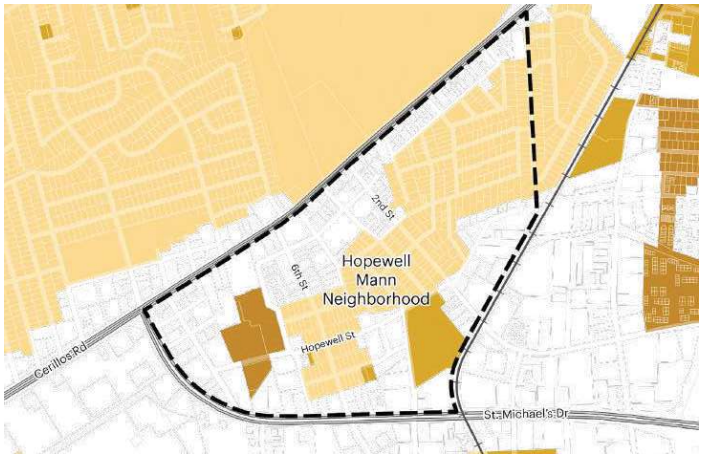
Hopewell Mann's housing supply is fully utilized, as shown by consistently low vacancy rates compared with the rest of Santa Fe. At the same time, household size has been shrinking, which suggests that multigenerational families are leaving the neighborhood due to limited housing options and rising costs. Those who leave are disproportionately the lowest-income renters. Residents also shared that many young people cannot remain in the neighborhood after graduating and must move elsewhere in the region or leave Santa Fe altogether to find affordable housing and job opportunities.

These patterns show that the current housing supply is not meeting community needs, contributing to the loss of long-standing households and younger generations who would otherwise strengthen the neighborhood's stability and cultural continuity.

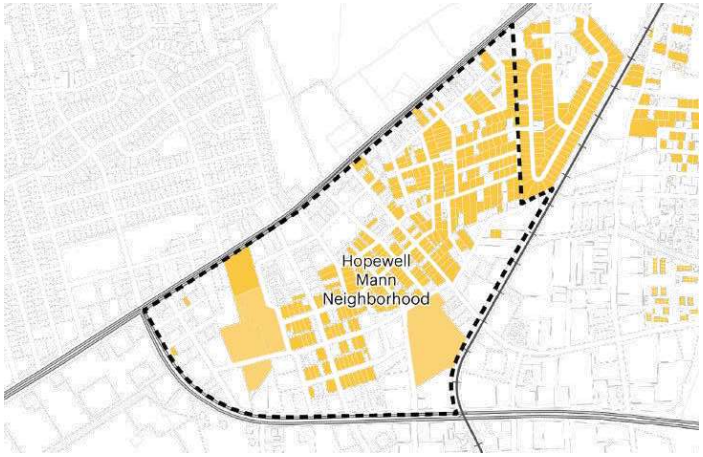


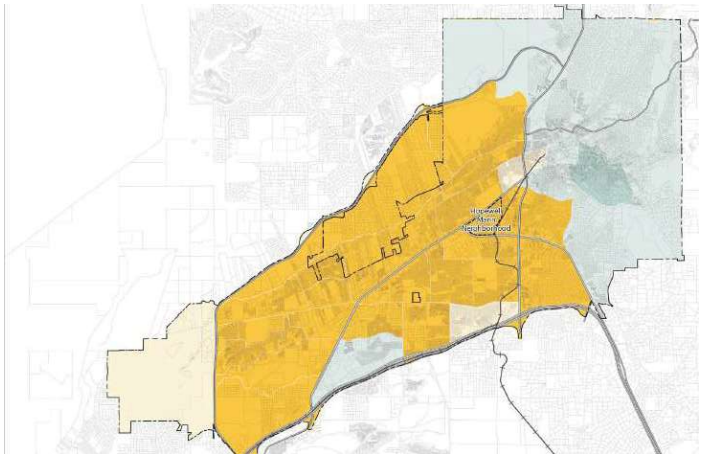
This graph shows that housing stock in the neighborhood has remained essentially unchanged for the past decade (source: US Census, generated by MASS).

Weaknesses



The map to the left and below show the difference between as-of-right zoning (left, which prioritizes single-family residential), and actual land use as housing (below). Zoning has restricted the ability to build denser infill and build mixed-use along commercial corridors, all needed strategies to solve the neighborhood's housing shortage (source: City of Santa Fe, generated by MASS).



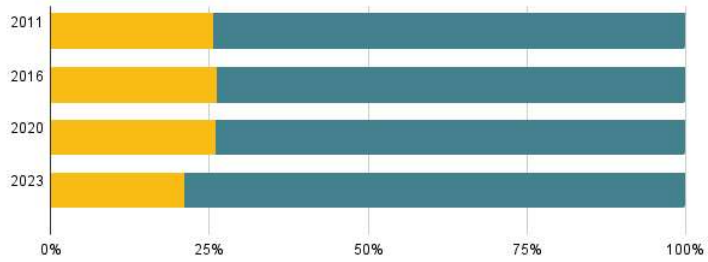


This map shows that Hopewell Mann, like the majority of the South Side, has a <10% vacancy rate, compared to a 50% vacancy rate on the east side. This reinforces the huge unit burden in more affordable neighborhoods (source: US Census, generated by MASS).

A Market That Rewards Landlords Over Renters and First-Time Buyers

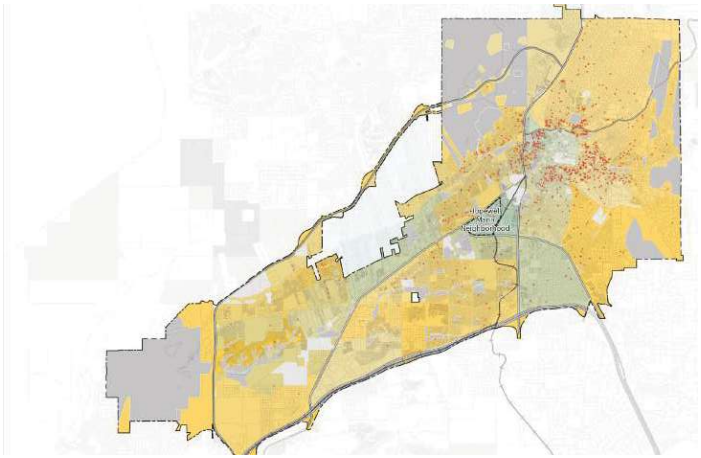
Since 2020, the number of renter-occupied units in Hopewell Mann has increased by 10 percent. Because the total number of housing units has remained relatively constant, this trend suggests that some homeowners have either sold their homes to investors or converted owner-occupied properties into rentals. In some cases, long-time local owners may also be leveraging rising property values to generate income or access equity through rental conversion, reflecting both economic pressure and wealth-building strategies. Today, Hopewell Mann has the highest share of rental housing in Santa Fe, although it contains far fewer short-term rentals than surrounding neighborhoods. Existing short-term rentals are scattered throughout the neighborhood and do not reflect a predatory pattern.

Out of 2,019 total housing units, 26 percent are owner-occupied, 65 percent are renter-occupied, and 9 percent are vacant. The high share of rental units likely reflects the neighborhood's historically lower incomes, limited homeownership opportunities, and comparatively lower housing costs than other parts of Santa Fe. At the same time, the limited availability of homes for purchase can contribute to greater instability for lower-income households and fewer opportunities to build equity.

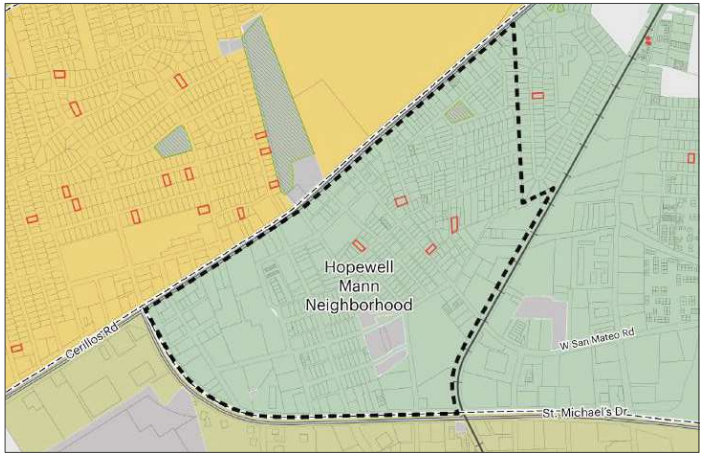


There has been a growth in the number of units in Hopewell Mann rented out, rather than occupied by owners (source: US Census, generated by MASS).

Weaknesses



The neighborhood has the highest shares of rental properties in the city, largely due to its higher concentration of apartment buildings (source: US Census, generated by MASS).



Within the neighborhood, almost all rentals are longterm rentals; properties outlined in red show short-term rentals, which seem to have no systemic pattern of takeover (source: City of Santa Fe, generated by MASS).

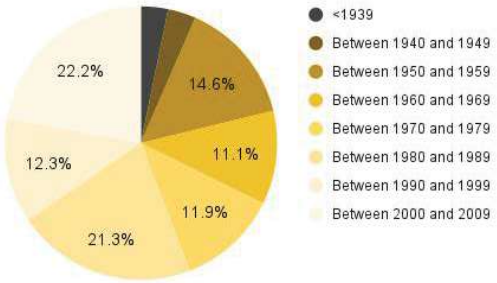
There has been an increase in rentals costing less than $300/month and more than $1,500/month since 2019. There are significantly more rental households paying between $500-$1,500/month than owner households paying similar monthly costs (source: US Census, generated by MASS).

Older Housing Without Pathways for Rehabilitation

The number of housing units in Hopewell Mann has remained essentially unchanged for the past 15 years. This plateau, combined with an aging housing stock, raises concerns about long-term habitability. Most homes in the neighborhood are more than 70 years old, and many will soon require major rehabilitation or capital improvements to address health, safety, and structural needs. Home age is based on the most recent permitted structure or addition logged with the City of Santa Fe, which reinforces how little renovation activity has occurred. Our analysis found that fewer than ten properties show significantly higher costs per square foot, which suggests only a very small number of homes have undergone recent renovations or refinancing. These conditions point to an urgent need for accessible home repair programs and financing mechanisms that help residents maintain and preserve existing housing.

This map shows the age of homes across the neighborhood. Most single-family homes were built between the 1930s and 1970s; multifamily apartment buildings are more recent (source: County Assessor's Database, generated by MASS).

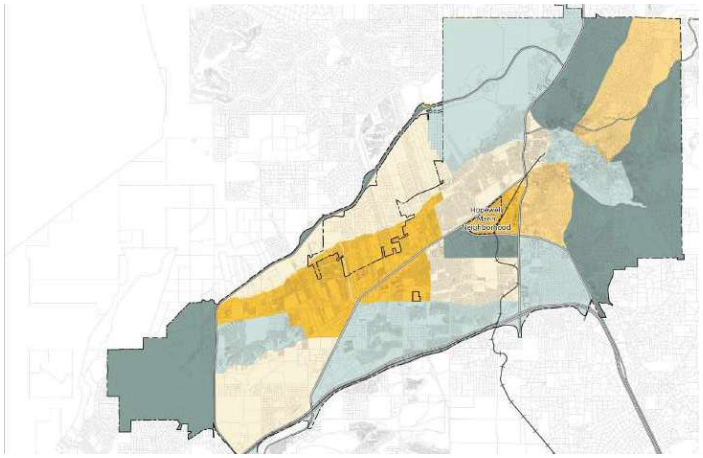
Weaknesses



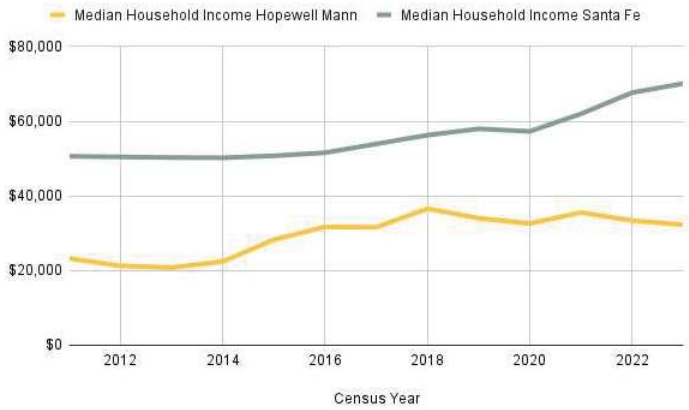
This graph illustrates that 78% of homes are more than 20 years old and over half are more than 50 years old. Although older homes are not inherently negative, maintenance needs rise significantly with age. Anecdotally, many of these homes are not being renovated or regularly maintained, creating mounting challenges for residents (source: US Census, generated by MASS).

Lowest Household Incomes in the City

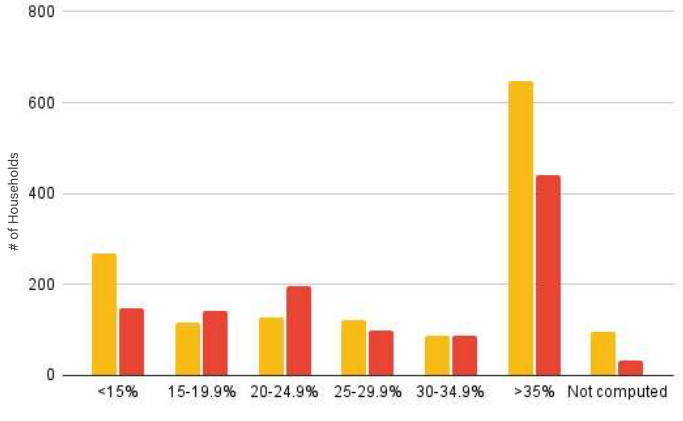
The neighborhood's median household income (of reported income) has remained well below the city average for the past decade, and it continues to rank among the lowest in Santa Fe. Although the share of households earning more than $60,000 has grown — from less than one-quarter in 2011 to nearly half in 2023 — this shift likely reflects the arrival of higher-income residents rather than broad economic gains for long-time households. As a result, the neighborhood faces a persistent income gap, rising economic pressures, and an increasing risk of displacement for lower-income families who form the core of the community.



This map shows the average incomes relative to area median income (AMI) of each census tract. Hopewell Mann has an average AMI of below 30%, the lowest in the City (source: US Census, generated by MASS).



While the City's reported median household income has been steadily climbing, commensurate with inflation and resident displacement by higher-earning households in the city at-large, Hopewell Mann has seen a plateau and even occasional declines in median household incomes since 2018. A notable decline in reported income since 2021 is likely a signal of the end of COVID-era relief funds (source: US Census, generated by MASS).

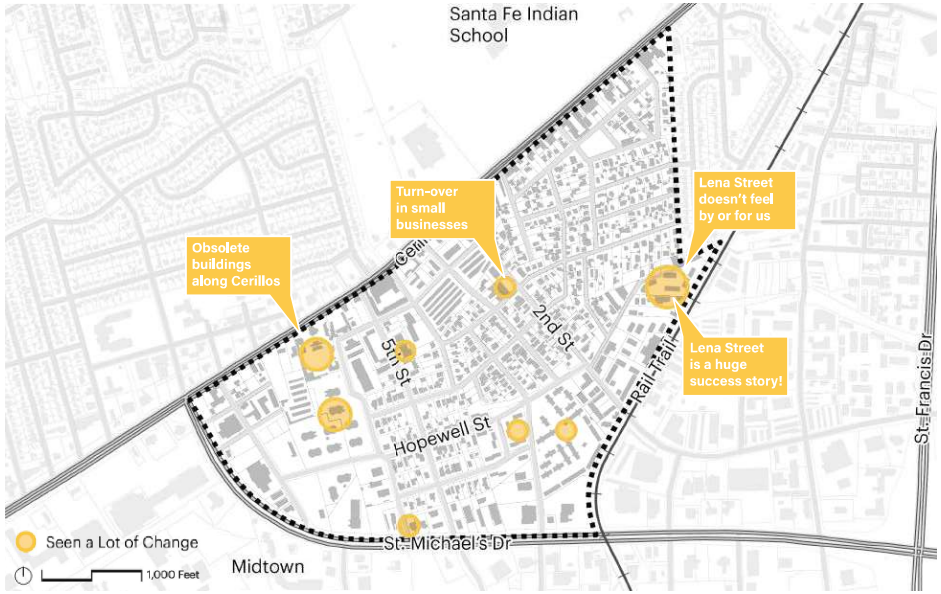


This graph shows gross rent as a percentage of household income. In 2018, the majority of households paid more than 35% of their income on rent. That number declined in the 2023 5-year census, but still accounts for the predominant condition across the neighborhood that households are rent-burdened (source: US Census, generated by MASS).

Threats

Threats include rising market pressures, employment instability, environmental vulnerabilities, and shifts in household composition that may weaken long-term community stability.

- **Weakening Generational Continuity —** Shrinking household sizes and the loss of multigenerational families reduce long-term stability and weaken community networks.
- **Shift from Multigenerational to Single-Person Households —** A rapid rise in single-person and non-family households signals increasing isolation and the erosion of long-standing family structures.
- **Midtown Development Pressure on Commercial Rents —** MRA designation incentives may raise already volatile commercial rents and threaten local businesses.
- **Commercial Properties Showing Decline and Limited Local Benefit —** Aging buildings, deferred commercial maintenance, and limited reinvestment reduce the economic benefits reaching neighborhood tenants.
- **Volatile Employment in Key Industries —** Job losses in the neighborhood's major employment sectors leave residents vulnerable to income instability and reduced economic security.
- **High Social Vulnerability and Exposure to Climate Risks —** Social and economic vulnerabilities heighten residents' exposure to heat, flooding, and other climate risks.



What You Said: What Are the Main Threats to Staying in the Neighborhood?

Residents identify rising rents and overall affordability pressures as the biggest threat to being able to stay in the neighborhood, often describing rent increases, housing insecurity, and poverty as destabilizing forces. Many also feel threatened by crime, safety concerns, and deteriorating infrastructure, including traffic dangers, pollution, and lack of basic public amenities. In addition, some worry about gentrification and displacement, particularly from large-scale development and corporate investment that could push longtime residents out.

Affordability / Rising Rent (28%)

This is the largest threat identified by residents. Concerns focus on the ability to pay rent, rising rental costs, living paycheck-to-paycheck, general affordability, and poverty.

- "Mi habilidad de pagar la renta."
- "Rent increases."
- "Las rentas los pagos son muy caros."
- "Housing insecurity."
- "Growth in homelessness and unstable housing situations."

Crime & Safety Concerns (15%)

Concerns include crime, violence, drugs, unsafe conditions, trafficking, and situations making both residents and businesses feel unsafe.

- "Crime, traffic, property taxes, overdevelopment..."
- "Feels unsafe, affects business."
- "Human trafficking & drug trafficking..."
- "Poor street lighting, creating unsafe conditions."
- "Inseguro para los inmigrantes, presencia de ICE."
- "Dangerous streets for children and families."

Gentrification & Displacement (13%)

Residents worry about being displaced due to redevelopment, corporate builders, and gentrification pressures.

- "Gentrification, especially corporate housing builders."
- "Midtown Development... displacement."
- "Gentrification has saturated everything..."
- "Increasing rents, rising prices, and risk of displacement/evictions."

Infrastructure Problems (10%)

Residents note inadequate infrastructure such as lack of street lamps, sidewalks, parks, sewage in roads, trash, and pollution.

- "Lack of infrastructure like street lamps, sidewalks, and parks."
- "Sewage being dumped in the roadway..."
- "Trash, pollution..."
- "Flooding that endangers pedestrians and cyclists."
- "Lack of funding to maintain essential neighborhood services."
- "Privatization of community spaces limiting public access."
- "Nature deficit and insufficient green space impacting wellbeing."

Landlord / Policy-Driven Threats (8%)

Landlord discretion, eviction risks, institutional policies, and lack of city engagement create vulnerabilities.

- "Landlord discretion."
- "Eviction."
- "Lack of city engagement."

Traffic, Noise & Environmental Disturbances (8%)

Traffic, speeding, road racers, noise from new commercial uses, and pollution were mentioned.

- "Traffic, pollution, trash, homeless."
- "The car wash brought more traffic and road racers..."
- "Speeding in parking lots."

Other (5%)

Some responses did not fit clearly into another category but reflect general frustration or discomfort.

- "Progressive activists being annoying + pushing woke agendas."
- "Social isolation, especially for young children and vulnerable residents."

Threats

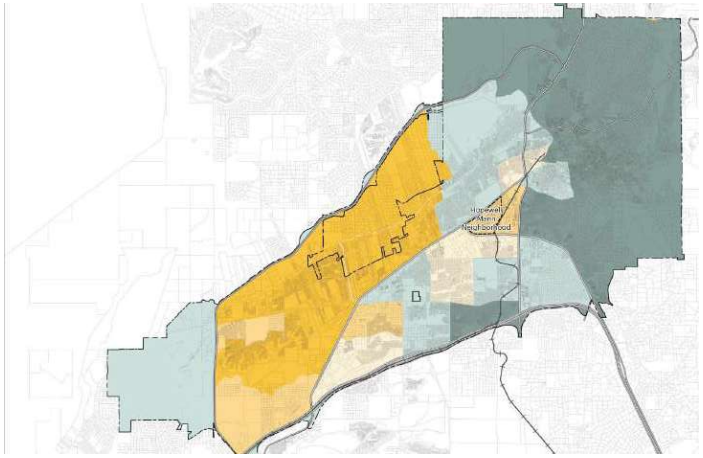
Weakening Generational Continuity

Hopewell Mann is experiencing a gradual erosion of the generational balance that has historically anchored the neighborhood. Over the past decade, the median age has fluctuated between 33 and 39, which is much younger than the citywide average of 46.4. The area now sits between an aging east side and a younger south side, yet it contains fewer young children and fewer elders over 80 than the city as a whole. At the same time, it has a higher share of adults aged 18 to 39 and 60 to 79. This shift signals the loss of long-term demographic anchors such as families with children and elders with deep roots in the community.

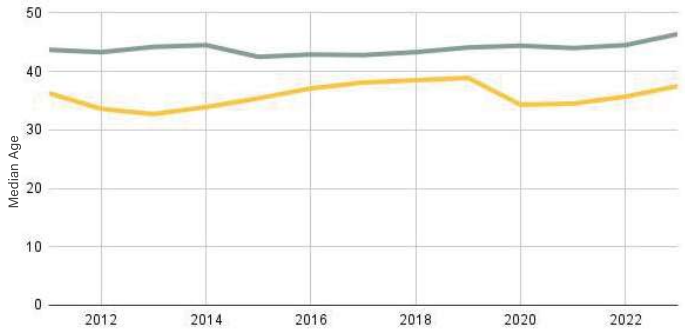
School enrollment patterns reinforce this trend. Between 2018 and 2023, the neighborhood saw a 35 percent decline in school-aged children and a 60 percent drop in private school enrollment. This points to a shrinking presence of families with children, particularly those with enough resources to choose private education. Although the number of young adults aged 18 to 24 has doubled during the same period, few are pursuing higher education. Limited local college options, economic pressure to enter the workforce immediately, and lack of access to debt capital likely contribute to this pattern.

Workforce data reflects a similar transition. The number of working residents has declined slightly since 2018, while the number of retired or disabled residents has grown. This change may reduce the neighborhood's economic resilience and the intergenerational support systems that once provided stability.

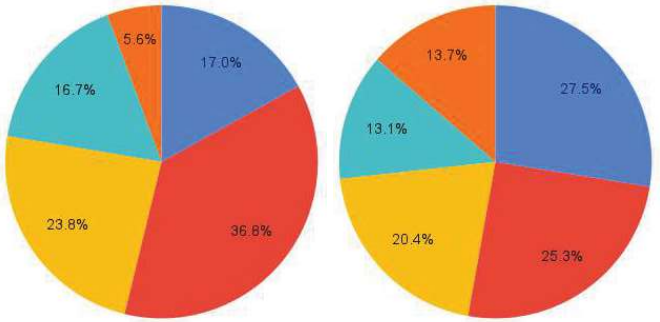
Taken together, these shifts indicate a weakening of the multigenerational fabric that has traditionally sustained Hopewell Mann. With fewer families, fewer elders, and more residents in transitional or economically vulnerable life stages, the neighborhood faces a heightened risk of demographic turnover, displacement, and the loss of institutions that depend on generational continuity, such as schools, youth programs, and senior services.



This map shows the average age of residents in every census tract in the City. Hopewell Mann has the youngest median age of any neighborhood on the east side of Santa Fe (source: US Census, generated by MASS).

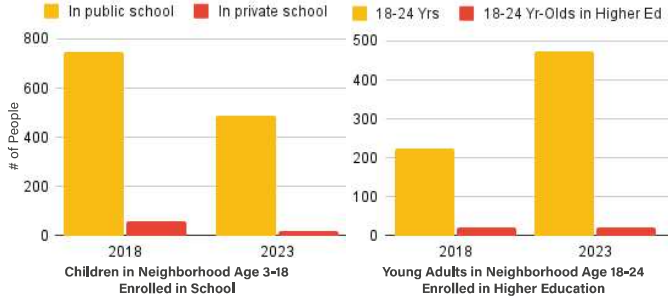


This graph shows the median age and the neighborhood relative to the City as a whole over the past 10 years. The median age has increased modestly over the past five years, in keeping with, but below the City average increase (source: US Census, generated by MASS).



These graphs show the current distribution of ages within the neighborhood compared to the city of Santa Fe. There is a higher percentage of young adults and older working adult adults in the neighborhood but a lower percentage of children and octogenarians compared to the City as a whole (source: US Census, generated by MASS).

- 0-17 years
- 18-39 years
- 40-59 years
- 60-79 years
- 80+ years



These graphs show a decline in children enrolled in public and private schools between 2018 and 2023 and a decline in the percentage of young adults choosing higher education during that time frame, despite a growth in the number of young adults (source: US Census, generated by MASS).

Threats

Shift from Multigenerational to Single-Person Households

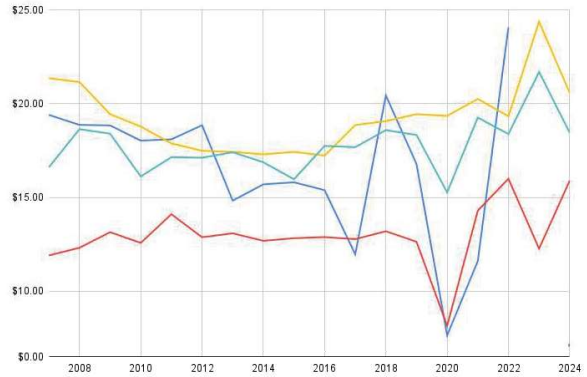
Household composition in Hopewell Mann has shifted toward smaller and more isolated living arrangements. Today, 59% of households are non-family, and 85% of those are single-person households. Even among family households, more than half are only two people, with far fewer three- and four-person households than in past decades. This trend signals a decline in multigenerational living, which weakens long-standing support networks and reduces the intergenerational stability that has historically anchored the neighborhood.

	2000	2010		2023	
	All households:	Nonfamily households:	Family households:	Nonfamily households:	Family households:
Total Households	**1,377**	**679**	**721**	**1102**	**754**
1-person household	426	274	291	937	0
2-person household	381	206	219	156	403
3-person household	229	122	129	9	112
+4-person household	341	77	82	0	239

This table shows change in household size and composition over the past 25 years. In 2000, 25% of households consisted of four or more people, but by 2010, only 11% were and by 2023 only 8% were. This validates sentiments during engagements that multigenerational households seemed to be on the decline in the neighborhood (source: US Census).

Midtown Campus Development Pressure on Commercial Rents

The Midtown Metropolitan Redevelopment Area (MRA) designation will bring new incentives and investment opportunities to the area, but it also creates risks for existing commercial spaces along the north side of St. Michael's Drive. Commercial rents in the Midtown area are already highly volatile, with sharp swings in pricing over the past several years. While MRA tools may help attract new investment and redevelopment activity, they may also increase pressure on existing neighborhood-serving businesses as land values and redevelopment interest rise. In some cases, higher rents can support renovation and reinvestment in aging commercial properties, particularly vacant or underutilized sites. At the same time, rising property values and shifting lease terms may make it more difficult for some small or long-standing businesses to remain in place, especially if future redevelopment opportunities become more financially attractive than maintaining existing tenants. As Midtown redevelopment progresses, these pressures could reshape the types of businesses and services available within the neighborhood.



This graph shows the volatility of office and retail rents in the LINC district (along St. Michael's Dr.) over the past three years; generally LINC district commercial properties have been more affordable than the rest of Santa Fe, but that is no longer consistent and many forecast that the development in Midtown and City investment in new overlay zones will incur higher commercial rents in this area (source: CoStar Data, courtesy of SB Friedman Consultants, generated by MASS).

Commercial Properties Showing Decline and Limited Local Benefit

A large share of Hopewell Mann's commercial properties show signs of disinvestment and limited local benefit. Although most commercial buildings were constructed within the past forty years, many along Cerrillos Road date from the late 1950s through the 1990s and are reported by residents to be in poor condition or in need of remediation. Building age is based on the last permitted structure or addition filed with the City, suggesting that few properties have undergone substantial rehabilitation. Some newer properties, such as those on Lena Street or the car dealerships on St. Michael's Drive, have seen reinvestment, but these are exceptions. Nearly half of the neighborhood's acreage is dedicated to commercial uses, yet many parcels are owned by LLCs based outside New Mexico. The highest-value properties are large commercial and multifamily holdings, indicating that much of the financial gain generated by these assets may not circulate locally. Deferred maintenance may reflect low rents, rising operating costs, or difficulty financing major renovations for aging buildings. As these properties continue to age without reinvestment, commercial areas risk further deterioration and reduced support for local residents and businesses.

The table below shows the extent to which commercial properties are owned by non-family business enterprises and out-of-state interests (source: County Assessor's Database).

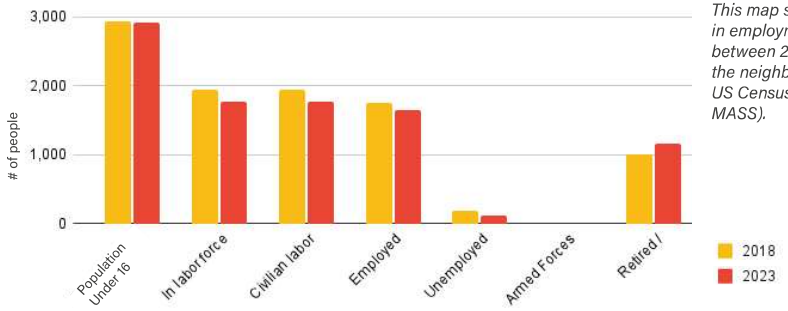
	ACREAGE		
179.6	Total acreage of commercial properties **(out of 392 acres)**	45.80%	of total acreage
95.4	Total acreage of commercial properties owned by LLCs	53.20%	of total acreage of commercial properties
43.7	Total acreage of commercial properties by owners NOT based in NM	24.30%	of total acreage of commercial properties
	VALUE		
$291.3 MM	Total value of commercial properties	36.50%	of total value
$165.4 MM	Total value of commercial properties owned by LLCs	56.80%	of total value of commercial properties
$82.5 MM	Total value of commercial properties by owners NOT based in NM	28.30%	of total value of commercial properties
	QUANTITY		
328	Total # of commercial properties	24.90%	of total quantity
138	Total # of commercial properties owned by LLCs	42.10%	of total quantity of commercial properties
49	Total # of commercial properties by owners NOT based in NM	14.90%	of total quantity of commercial properties

This map shows that the oldest commercial properties are along Cerillos Road (source: County Assessor's Data, generated by MASS).

Threats

Volatile Employment in Key Industries

Employment patterns for Hopewell Mann residents have been highly unstable in recent years. The top five industries that traditionally employed local workers all saw job reductions between 2018 and 2023, with significant losses in arts and tourism services, educational and healthcare services, science, retail trade, and construction. Although jobs grew in public administration, public services, agriculture, and information services, these gains do not fully replace the decline in sectors that once provided reliable employment for neighborhood families. Out of nearly 3,000 working-age residents, only 1,763 are in the labor force, and 6 percent of them are unemployed. While this is an improvement from 2018, when unemployment was 9 percent, it still reflects a labor market marked by volatility and limited opportunity. These conditions leave many residents vulnerable to income disruption and reduce the stability that consistent, dependable employment once offered in the neighborhood.



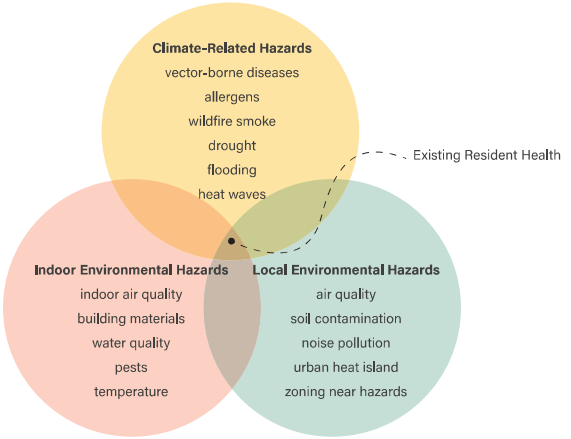
This map shows the changes in employment status between 2018 and 2023 in the neighborhood (source: US Census, generated by MASS).

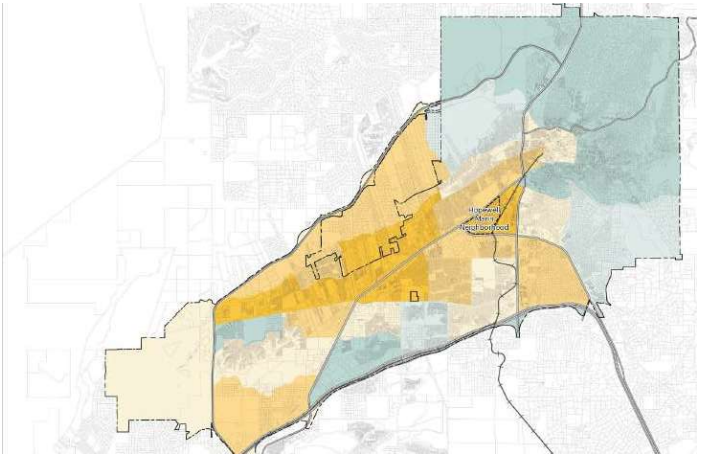
	2018	2023	# Change	% Change
Arts, entertainment, and recreation, and accommodation and food services	431	344	-87	-20%
Educational services, and health care and social assistance	397	282	-115	-29%
Professional, scientific, and management, and administrative and waste management services	261	239	-22	-8%
Retail trade	257	200	-57	-22%
Construction	162	83	-79	-49%
Finance and insurance, and real estate and rental and leasing	71	44	-27	-38%
Public administration	63	120	57	90%
Transportation and warehousing, and utilities	48	99	51	106%
Other services, except public administration	46	119	73	159%
Manufacturing	8	14	6	75%
Information	6	82	76	1267%
Agriculture, forestry, fishing and hunting, and mining	0	**28**	28	N/A
Wholesale trade	0	0	0	0%

This table shows high drops in jobs since 2018 in the entertainment/service industry, educational/health/ social services industry, as well as retail, construction, and professional industries. There have been job gains in blue collar industries (source: US Census, generated by MASS).

High Social Vulnerability and Exposure to Climate Risks

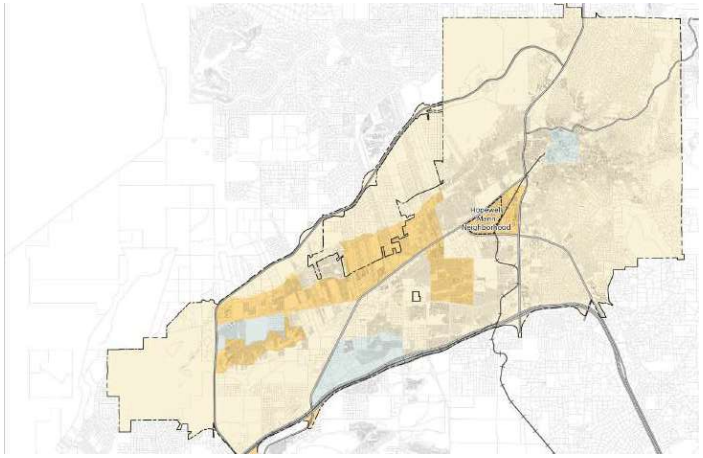
Hopewell Mann has very high social vulnerability. This means that many residents face increased risks from environmental hazards due to factors such as lower household incomes, limited access to healthcare, older housing stock, and fewer resources to prepare for or recover from emergencies. These conditions make the neighborhood more sensitive to climate impacts and more likely to experience displacement pressures following disruptive events.



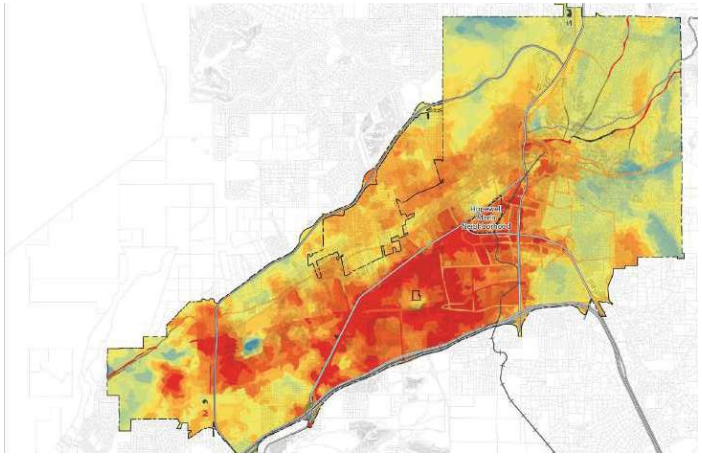


Hopewell Mann has very high social vulnerability, which means residents face greater risks from environmental hazards and displacement pressures due to overlapping factors such as lower incomes, limited access to healthcare, older housing stock, and fewer resources to prepare for or recover from shocks (source: FEMA Risk Index, generated by MASS).

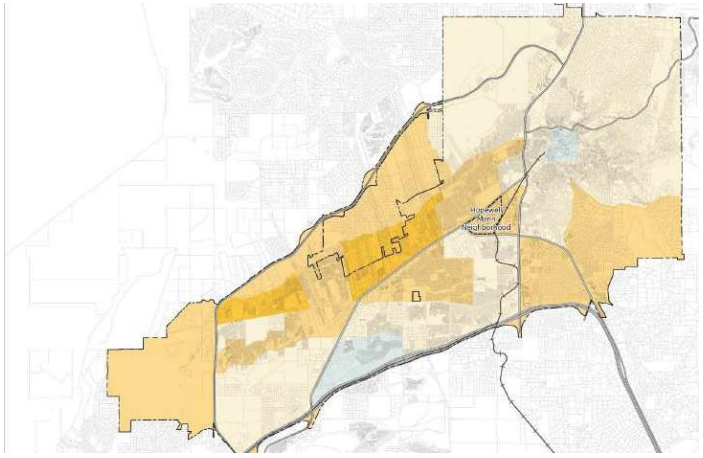
Threats



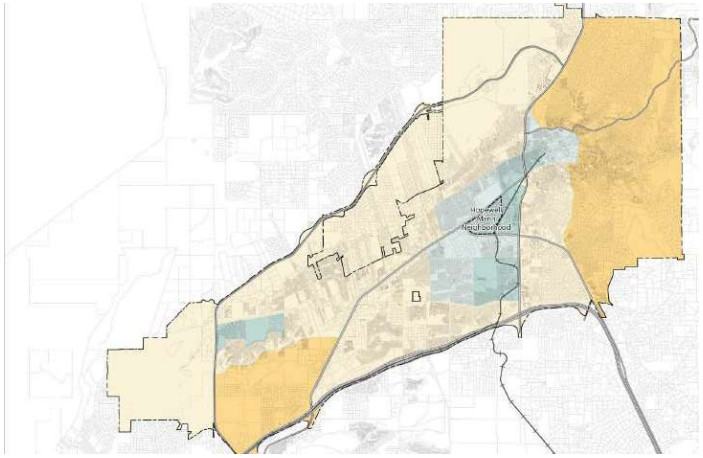
Hopewell Mann has moderate cold wave risk, which means residents may experience health and safety challenges during extreme cold events (such as hypothermia, power or heating disruptions, and higher utility costs) especially for vulnerable populations living in older or poorly insulated homes (source: FEMA Risk Index, generated by MASS).



High surface temperatures exist across the neighborhood due to insubstantial presence of urban tree canopy and larger sections of road asphalt. Urban heat island can worsen chronic health conditions, cause cardiovascular strain, and heat stroke (source: NMtracking.doh.nm.gov, generated by MASS).

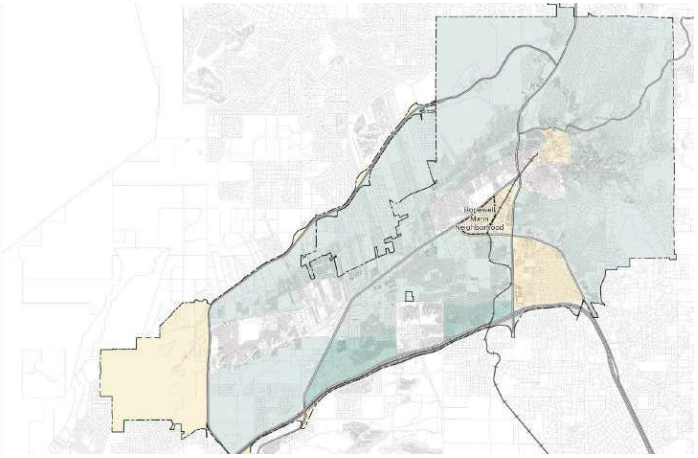


Hopewell Mann has moderate lightning risk, which means the neighborhood faces occasional threats to personal safety, power infrastructure, and building systems during storms, with elevated vulnerability for residents lacking safe shelter or reliable utilities (source: FEMA Risk Index, generated by MASS).

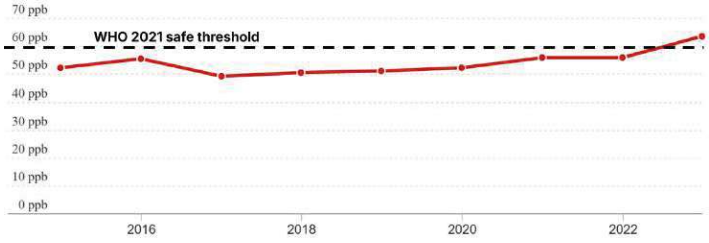


Hopewell Mann has very low wildfire risk, which means the likelihood of direct fire damage to homes and infrastructure is minimal, though residents may still be affected by regional smoke and air quality impacts (source: FEMA Risk Index, generated by MASS).

Threats



Hopewell Mann has moderate flooding risk, which means some areas may experience periodic water inundation that can damage homes, disrupt transportation and utilities, and increase health risks, especially for residents in low-lying or poorly drained locations (source: FEMA Risk Index, generated by MASS).



Ozone levels have risen over the past five years. Elevated ozone is often linked to higher traffic volumes, industrial activity, strong sunlight, and stagnant air patterns. Neighborhoods with fewer trees and more paved surfaces tend to trap heat and pollution, increasing respiratory stress and long-term health risks (source: EPA, generated by MASS).

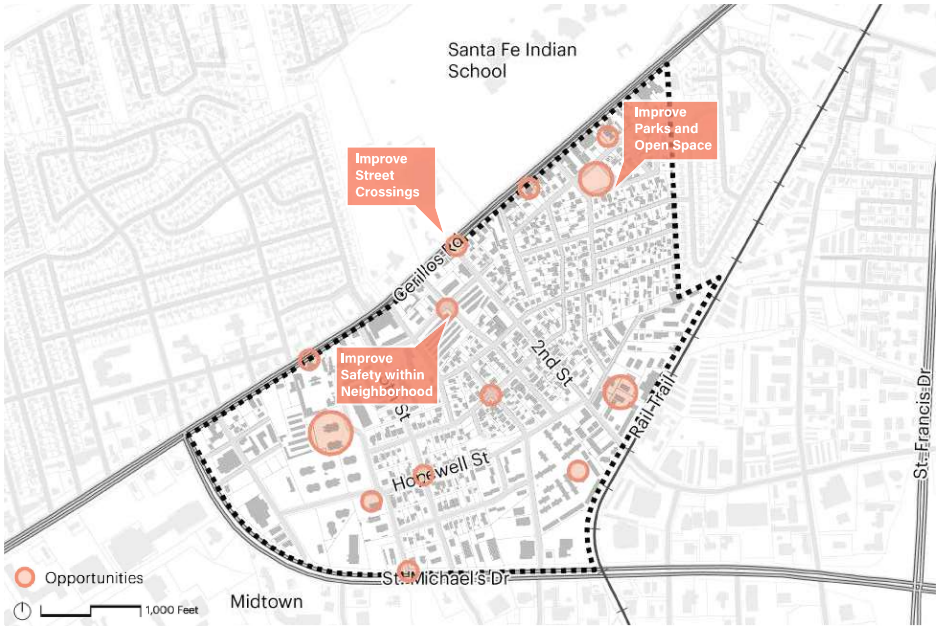
Impact Realm	Environmental Hazard	I Have Been Impacted	This is a Risk to Me
Home & Building Hazards	Mold	■	■
	Radon		
	Carbon Monoxide	■	
	Poor Ventilation	■	■
	Asbestos		■
	Lead Paint	■	
	VOCs from Finishes	■	
	Lead Pipes/Old Plumbing	■	■
	Pests (Mice, Cockroaches, etc.)	■	■
	Water Leaking	■	■
	Lack of Heating/Cooling	■	■
	Indoor Smoke from Wood/Gas Heating		■
Local Environmental Hazards	Noise Pollution		
	Fumes/Air Pollution from Nearby Roads		
	Fumes/Air Pollution from Nearby Industry		
	Proximity to Hazard (like factory)		
	Soil Contamination	■	
	Urban Heat Island (from lack of trees)	■	
	Power Outage		
Climate-Related Hazards	Heat Waves	■	
	Cold Waves	■	
	Drought		
	Lightning Strike		
	Fire & Wildfire Smoke		
	Flooding		■
	Seasonal Allergies		
	Vector-Borne Diseases (like COVID-19)	■	

Conversations throughout the LEARN phase engagements additionally revealed these hazards as areas of existing or potential concern. This matrix could translate into a future survey should more data on environmental hazards prove useful (generated by MASS).

Opportunities

Key opportunities arise from upcoming investments, citywide planning reforms, new housing at Midtown, and strong local advocacy that can support neighborhood-led change.

- **Expanding Housing Options Through Midtown Development —** New housing at Midtown can increase supply and ease pressure on nearby neighborhoods.
- **Improved Mobility Through Corridor Safety Projects —** Corridor investments will improve crossings, transit access, and overall neighborhood connectivity.
- **Citywide Planning and Zoning Reforms Underway —** Updates to the General Plan and zoning code can better align land use with community needs.
- **Complementary Housing and Tenure Reporting by Chainbreaker Collective —** this research offers useful policy guidance for strengthening housing stability.
- **New City Leadership and a Window for Neighborhood Action —** New elected leaders present an opportunity for residents to elevate neighborhood priorities.



What You Said: What Are the Biggest Opportunities for Improvement?

Residents want to see significant improvements in safety and infrastructure, including better lighting, cleaner streets, safer roads, and reduced crime and drug activity. Many also call for greater affordability, more housing options, and stronger support for local businesses and public spaces, while a smaller group feels uncertain or sees change as outside their control.

Safety & Crime Reduction (28%)

Safety is the most frequently mentioned area for improvement. Residents want reductions in crime, drug activity, unhoused street presence, and noisy or dangerous driving, along with more police presence.

- "Increase safety and stop noisy car racing."
- "More police presence."
- "La seguridad."

Infrastructure Improvements (21%)

Residents emphasized the need for better basic infrastructure, including road repairs, drainage systems, street lighting, cleaner public spaces, and general maintenance.

- "Las carreteras necesitan atención."
- "Better stormwater management."
- "More street lights."
- "Improve pedestrian safety through bridges, crossings, and traffic calming."

Keep Things The Same (21%)

A significant portion of respondents wanted the neighborhood to remain exactly as it is.

- "Nothing."
- "I don't see the neighborhood as needing change."

Other / Miscellaneous (13%)

Some responses did not fit into major categories but reflect individual concerns or varied issues.

- "Too many self storage facilities."
- "It would be nice if folks would keep up with weeds."

Affordability & Housing (10%)

Residents expressed the need for more affordable housing options, protections for tenants, and a range of housing types.

- "Permanent houses for middle/lower income."
- "Tenant bill of rights."
- "Lower rent."
- "We need more dense housing."

Business Revitalization & Opportunity (5%)

A few responses noted the need to strengthen local businesses, small commercial areas, and community-serving establishments.

- "Revitalize Cerrillos Road businesses."
- "More opportunity brought by small businesses and schools."
- "Develop more local jobs and economic opportunities."
- "Build a commercial/commissary kitchen to support small businesses."

Parks, Open Space & Gathering Areas (3%)

A smaller number highlighted the need for improved green space and safe, accessible paths for walking and biking.

- "Open space, safe walking and bike paths."
- "Create spaces for artists and cultural expression."
- "Create community gardens, parks, and family-friendly gathering spaces."
- "Use nearby schools for youth programming and community needs."
- "Convert parking lots into free public spaces and play areas."
- "Establish a computer lab, youth spaces, dance or creative studios."
- "Expand outdoor gyms, public Wi-Fi, and accessible recreation amenities."
- "Improve park connections to regional networks like the River Trail."

Opportunities

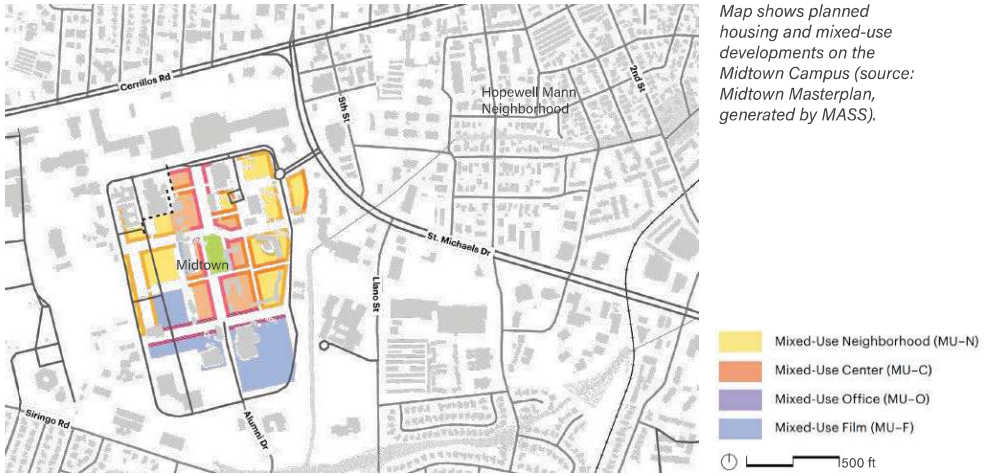
Expanding Housing Options Through Midtown Campus

The planned development of 1,100 new housing units on the Midtown Campus represents one of the most significant opportunities to expand Santa Fe's housing supply in a generation. About 330 of these units will be designated as affordable under the City's definition, which applies to households earning up to 120 percent of Area Median Income (AMI). While some argue this does not reach the deepest levels of need, Santa Fe's code aligns with what many cities consider "workforce housing." Affordability at extremely low-income levels, such as 30 percent AMI, is important but difficult to achieve at scale. Requiring only deeply affordable units can slow or halt development, limiting overall supply and increasing pressure on existing neighborhoods.

A mixed-income approach at Midtown has greater potential to expand housing choices across income levels. The 60 percent AMI threshold used in Low-Income Housing Tax Credit (LIHTC) projects is expected in several proposals, increasing the likelihood of meaningful affordability while maintaining feasibility. The overall program in the Community Development Plan reflects what can realistically fit on the site, based on parcel size, the Midtown Master Plan, and the types of buildings the Santa Fe market currently produces. It represents a midpoint scenario between lower and higher density buildouts.

Although no absorption analysis was completed, the City's goal is that at least 30 percent of new units serve low- and moderate-income households. Midtown development will likely appeal to the broader Santa Fe market, including households seeking proximity to new jobs and amenities. By increasing the supply of market-rate and affordable units, Midtown can reduce spillover pressure on adjacent neighborhoods like Hopewell Mann, where limited availability has contributed to displacement and rising rents. Additional market-rate housing can ease turnover pressure, while new affordable units can expand options for residents at risk of being priced out.

Midtown will not replicate multigenerational patterns found in established neighborhoods, as most units will serve smaller households. However, it can absorb part of the unmet regional demand for rental and ownership options, offer alternatives for residents who might otherwise move toward Lena Street or Second Street, and help stabilize nearby neighborhoods by expanding supply where it is most needed.



Map shows planned housing and mixed-use developments on the Midtown Campus (source: Midtown Masterplan, generated by MASS).

Improved Mobility Through Corridor Safety Projects

Significant planned investments from the Metropolitan Planning Organization (MPO) offer Hopewell Mann a major opportunity to improve mobility, safety, and daily access to the rest of Santa Fe. Future MPO projects will add safe street crossings and upgraded pedestrian infrastructure along the neighborhood's perimeter, which is expected to reduce accident rates and make key corridors less hazardous for people walking, biking, and using mobility devices. These improvements align with the City's Public Transit Master Plan, which envisions more reliable bus service, enhanced stop amenities, and stronger connections to employment centers, schools, and public services. For Hopewell Mann, where many residents already walk, bus, or rely on a single vehicle, these investments can significantly expand access to jobs, education, groceries, and cultural destinations.

Together, the MPO's safety upgrades and transit improvements create a timely opportunity for the neighborhood, but their impact will be strongest if these investments are aligned with the recommendations and lived experiences documented in this report, ensuring that future mobility improvements respond directly to community needs.

Map shows planned crossing, bike, road diet, and corridor protection improvements as well as crash incident counts from the past 10 years surrounding Hopewell Mann (source: MPO, generated by MASS).

Opportunities

Citywide Planning and Zoning Reforms Underway

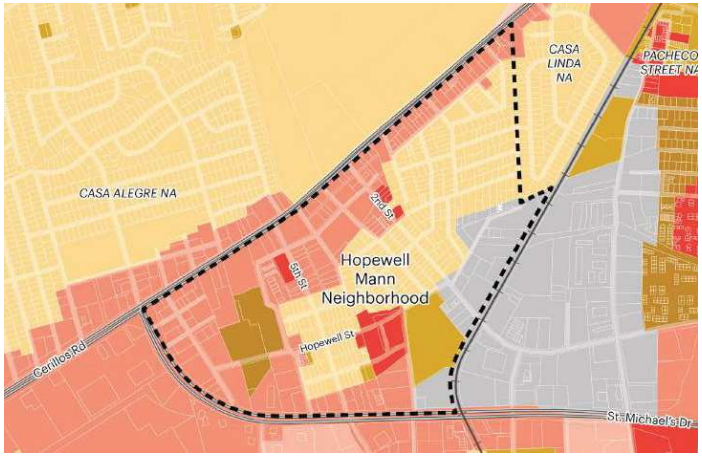
The forthcoming Santa Fe General Plan presents a major opportunity to align future growth with the needs of neighborhoods like Hopewell Mann. The city's original 1999 Desired Future Land Use Map outlined broad residential and commercial categories and the densities intended to guide future development. Since then, the Land Development Code (LDC) has taken on a more detailed role by establishing specific zoning districts and defining which uses are allowed, restricted, or require conditional approvals. Comparing these regulatory intentions with the city's actual land use map reveals the places where development has diverged from earlier plans.

The current General Plan update is being carried out in phases. Phase 1 included an Equity Analysis intended to better understand how past planning and investment decisions have shaped disparities across Santa Fe neighborhoods. Phase 2 will include more comprehensive revisions to the city's zoning framework and land use policies. Together, these efforts create an opportunity for the city to reconcile longstanding inconsistencies and reimagine land use and zoning in ways that can support more housing, improve access to services, and encourage reinvestment in key corridors. For Hopewell Mann, this process offers a chance to advocate for zoning and land use policies that reflect the neighborhood's priorities and the lived experiences documented in this report.

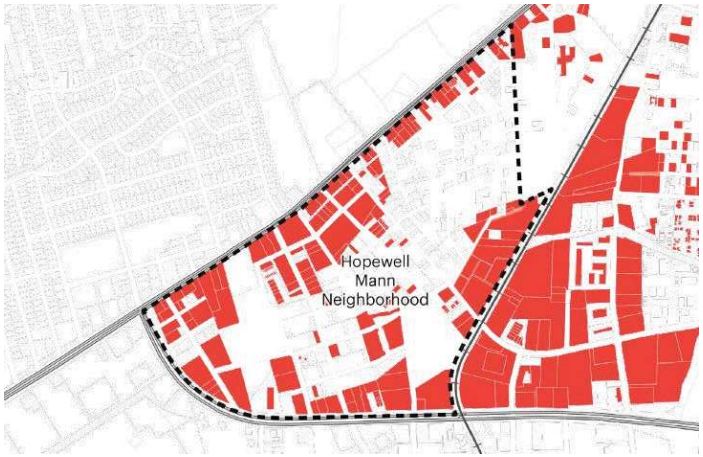
This map shows the Midtown LINC ("Local Innovation Corridor") boundary, established in 2016 as a zoning overlay district to incentivize denser development along St. Michael's Drive and within Midtown.

Qualifying projects receive waived development fees and greater zoning flexibility, but are also required to meet public realm and sustainability standards.

There have been no new developments within the Hopewell Mann portion of the LINC boundary since its establishment, due in part to the concentration of surface parking-heavy car dealerships, wide utility easements along St. Michael's Drive that limit active street front development, and challenges developers face in making additional public benefit requirements financially feasible.



The neighborhood's commercial zoning along all corridor edges of the neighborhood disincentivizes mixed-use and housing developments (source: City of Santa Fe, generated by MASS).



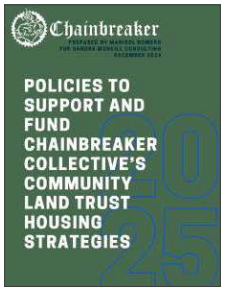
Actual commercial development shows deviation from as-of-right development along the corridors, and significant under-development due to restrictive zoning, which contributes to a feeling of emptiness and lack of safety (source: City of Santa Fe, generated by MASS).

Opportunities

Building on Santa Fe's Housing Justice Policy Foundation

Santa Fe does not have to begin this work from scratch. Over the past decade, residents, housing advocates, community organizations, policy partners, and City leaders have built a growing foundation of research, advocacy, and legislation focused on housing security, tenant protections, and community control. The City of Santa Fe's Resident's Bill of Rights (Resolution No. 2015-65) established a public commitment to helping residents remain safely and affordably housed, while the voter-approved Affordable Housing Trust Fund created a dedicated local funding source that can support long-term housing stability.

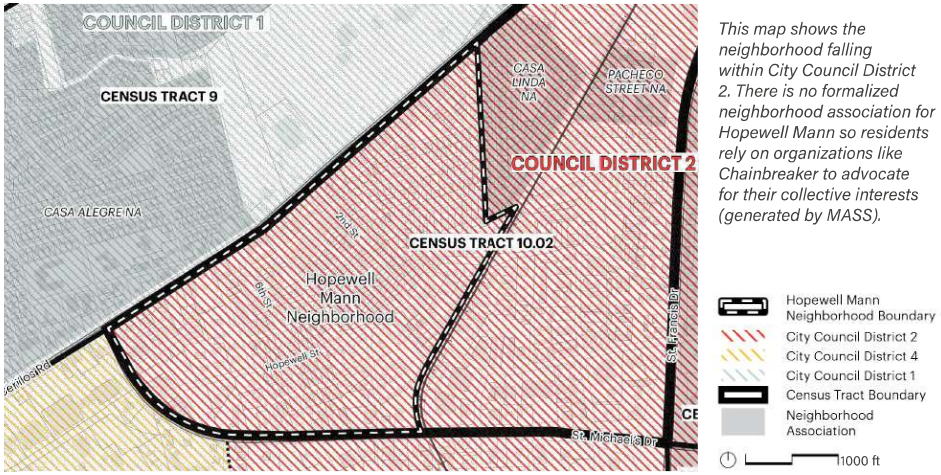
The planning process confirmed that these issues remain urgent in Hopewell Mann, where residents repeatedly raised concerns about tenant protections, eviction risk, rent burden, housing quality, and the need for stronger pathways to long-term affordability and community ownership. Rather than creating a separate or duplicative agenda, this plan builds on existing City commitments and connects resident priorities back to policy work already underway, including research and advocacy advanced by housing coalitions, community organizations, PolicyLink, Chainbreaker Collective, and other local partners. By aligning the Neighborhood Stabilization Plan with this accumulated body of research, advocacy, and policy, Hopewell Mann can help move long-standing housing justice goals from recommendation toward implementation.



Many of Chainbreaker Collective's studies and policy guidelines can be found on their website.

New City Leadership and a Window for Neighborhood Action

With the influx of new representation, including Mayor Gracia — previously a District 2 councilor — and two new District council representatives, this is an important moment to bring Hopewell Mann residents' priorities forward. New leadership provides an opportunity to elevate neighborhood concerns such as pedestrian safety, affordable housing, public services, and connectivity. Early engagement with the incoming administration can help ensure that the issues documented in this plan are reflected in the city's agenda.



This map shows the neighborhood falling within City Council District 2. There is no formalized neighborhood association for Hopewell Mann so residents rely on organizations like Chainbreaker to advocate for their collective interests (generated by MASS).

What You Said: What Should the New Administration Prioritize?

Housing & Tenure

- Keep housing affordable
- Rent assistance (apoyo para alcanzar la renta)
- Childcare support tied to affordability
- Decent housing conditions; reduce extra housing fees
- Whistleblower program protecting tenants from eviction
- Pest control in rental housing
- Affordable housing development; fewer large apartment buildings
- More missing middle typologies like townhomes, casitas, condos for middle/lower income families
- Address excessive rent increases
- Moratorium on rent increases
- Affordable housing (new construction + voucher programs)
- Rent control / rent stabilization
- Robust affordable housing on Midtown campus
- More housing overall
- Tenant bill of rights
- Truthfulness about what is considered 'affordable housing'

Businesses & Jobs

- Youth job opportunities
- Add local jobs
- Business assistance programs
- Discourage panhandling near businesses
- Reduce proliferation of empty storage facilities
- Economic opportunity without reliance on philanthrocapitalism
- Parks & Open Space
- Park maintenance
- More parks and safe parks
- Create public green spaces
- Maintain all parks and open space
- Safe/usable Arroyo greenspace corridor
- Improve green connectivity to Railyards
- Public art in parks
- Preserve low-rise scale near parks

Streets & Infrastructure

- Noise abatement
- Street maintenance and cleaning
- Green stormwater infrastructure
- Water-wise smart growth standards
- Night sky compliant lighting
- Rainwater catchment/use
- Better sidewalks
- Improve walkability and street crossings
- Increase pedestrian safety
- Slow streets / traffic calming
- EV charging stations
- Improve walkability and connectivity
- Traffic investment
- Connectivity improvements to key destinations

Public Services & Community Programs

- Non-police safety actions
- Health and safety inspections of rentals
- Law enforcement and anti-crime strategies
- Fumigation/pest control services
- Support for unsheltered residents
- Behavioral regulation (e.g., outlaw panhandling)
- Accessibility improvements for disabled residents
- Safety improvements for kids
- Improved sanitation and cleanliness
- Childcare support
- Enforcement of rules and regulations
- Maintain state and federal funding
- Clear and truthful public communication

Community-Based Capacity Building

- Include Indigenous perspectives in planning
- Prioritize affordability over growth
- Collaboration and inclusion
- Support resident participation and awareness
- Community empowerment around safety
- Support tenant protections and organizing

4

The Plan

This chapter is the strategic foundation of the report. It begins with a shared vision and desired outcomes for Hopewell Mann, then translates community priorities, data, and policy opportunities into a coordinated set of stabilization strategies. Organized across housing and tenure, jobs and businesses, and the public realm, these strategies are intended to strengthen neighborhood stability, reduce displacement risk, guide future investment, and create long-term opportunity for residents.

Vision, Outcomes, and Measures of Success

The planning and engagement process centered on co-developing an Impact Framework, a shared structure of community-defined values, goals, and measurable outcomes that guide decision-making and track success over time.

Planning begins with a clear understanding of values. These values establish a shared foundation, build trust, and define the purpose of the work. In the LEARN phase, Hopewell Mann residents identified the values that matter most in shaping the neighborhood's future using the Just City Index as a starting point. Through this process, fairness, rights, and welfare emerged as guiding principles for the Stabilization Plan.

These values inform a collective vision for the future of the Hopewell Mann neighborhood. The vision also clarifies where action must occur. The LEARN phase revealed that stabilization cannot focus on housing alone. Residents identified three interconnected realms that shape daily life and long-term stability: Housing and Tenure, Jobs and Businesses, and the Public Realm. Together, these realms define the core areas where change is needed.

Values and vision alone are not enough to produce tangible outcomes. To translate intention into action, the plan establishes clear goals and measurable impact metrics within each realm. These goals define the WHAT by setting priorities and creating accountability. Impact metrics ensure progress can be tracked over time and that investments deliver real benefits for existing residents.

With a shared understanding of the WHY and the WHAT, the plan establishes a path toward implementation. Strategies and actions contained in this chapter represent the HOW, providing a roadmap to achieve the community's vision.

VALUES	% of respondents who listed value as a top priority
Rights	53%
Fairness	45%
Welfare	45%
Engagement	35%
Mobility	30%
Acceptance	28%
Resilience	28%
Choice	25%
Democracy	20%
Power	18%
Aspiration	15%
Identity	15%

NEIGHBORHOOD VISION STATEMENT

*Hopewell Mann is a neighborhood where investment strengthens community rather than displacing it — where residents' **rights** are upheld, **fairness** guides decision-making, and collective **welfare** is prioritized. Through stable **housing and tenure**, locally grounded **jobs and businesses**, and a vibrant, people-centered **public realm**, the neighborhood fosters belonging, resilience, and shared prosperity.*

Housing & Tenure

GOALS *What are we trying to achieve?*	IMPACTS *How will we know we are successful?*
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.	Evictions & Foreclosures: Reduction in evictions & foreclosures.
	Rent Stabilization: % of units under rent-stabilization programs maintained or expanded.
	Tenant Turnover Rate: Reduction in tenant turnover rate in rent-stabilized units.
	Affordability: Reduction in % households paying >30% of income on housing.
RETAIN a diversity of housing types, sizes, and densities to support a range of household needs and incomes.	Varying Typology: % housing units by type and size.
	Varying Density: % of new developments that provide a range of household sizes and densities.
	Varying AMI: % of housing stock affordable at multiple AMI (Area Medium Income) tiers.
	Zoning Updates: Updated zoning for more flexibility & mixed-use.
ENHANCE the quality, safety, and resilience of existing housing while maintaining affordability.	Utility Costs: Reduction in average utility costs per household.
	Hazard Reductions: Reduction in the number or % of residents living in units with health hazards.
	Home Improvement Participation: Increase in # of home improvement loans/ program sign-ups.
	Building Standards: # new homes built/renovated that leverage resilient building standards (as resource, not as compliance requirement).
CREATE pathways to generational wealth-building through homeownership, particularly for existing residents.	New Homeowners: % of renters transitioning to homeowners.
	Local Homeowners: % of homeowners who are longtime residents grows.
	Homeownership Literacy: Participation in homeownership workshops.
	Financial Assistance Participation: % of residents using programs for down payment assistance or mortgages.

Vision, Outcomes, and Measures of Success (cont.)

Jobs & Businesses

GOALS *What are we trying to achieve?*	IMPACTS *How will we know we are successful?*
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.	Retained Spending: % of local spending retained in the neighborhood.
	Retained Ownership: Number of local business ownership transfers to residents.
	Community Benefit: % of development projects with community benefit agreements.
	Equitable Investment: % of investments directed to minority- or locally-owned businesses.
RETAIN existing neighborhood businesses, especially legacy and culturally significant enterprises.	Retainage: % of legacy businesses retained annually.
	Tenure: Average business tenure in the neighborhood.
	Program Participation: Number of legacy businesses receiving financial or technical support.
	Access to Affordable Commercial Rental: Increased availability of affordable/quality commercial units.
ENHANCE the quality, safety, and resilience of commercial real estate and their public interface while maintaining affordability.	Hazard Reduction: % of commercial buildings meeting code / resilience standards.
	Building Improvement $: $ of building improvements funded or completed.
	Vacancy: Reduction in rates in commercial properties.
	Customer Satisfaction: Customer safety/access satisfaction surveys.
CREATE pathways for residents to access quality jobs within or near the neighborhood.	Local Employment: % of local residents employed in neighborhood jobs.
	Job Training Participation: of job training or placement programs available and utilized.
	Income Growth: Average wage growth for neighborhood residents.
	Business-Job Matching: % of businesses participating in local hiring initiatives.

Public Realm

GOALS *What are we trying to achieve?*	IMPACTS *How will we know we are successful?*
REMOVE physical barriers that island the neighborhood, strengthening connections within and beyond Hopewell Mann.	Connections: # of new pedestrian/bike connections created across neighborhood-bounding arterials.
	Travel Time: Average travel time between neighborhood nodes before vs. after improvements.
	Accidents: 0 deaths/ roadway accidents.
	Corridor Activation: more community-oriented/mixed-use development along corridors.
RETAIN opportunities for interaction, stewardship, and shared responsibility across public spaces.	Nonprofit Presence: # of nonprofits & community groups remain in place.
	Participation: Resident participation rates in neighborhood stewardship programs.
	Resident Influence: % of neighborhood public projects where resident input shapes outcomes.
	Sense Belonging: Resident survey metrics capturing perception of meaningful involvement.
ENHANCE the safety, accessibility, and comfort of streets, sidewalks, and public spaces for all ages and abilities.	Crime: Reduction in crime and incident rates in public spaces.
	Universal Accessibility: % of streets and sidewalks meeting ADA standards.
	Nighttime Comfort: Resident satisfaction with lighting and sense of safety at night.
	Homelessness: 100% of neighborhood's unhoused community transitions into shelters, transitional and/or supportive housing.
CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.	Area of Pubic Space: Area (sq ft/acre) of public space per capita.
	Climate Resilience: Improvements in tree coverage, stormwater absorption, and emergency service access.
	Wellness Program Participation: Number of programs promoting health, exercise, or social connection.
	Child/Youth Participation: An increase in presence of young people across the neighborhood.

Housing & Tenure Strategies

From hundreds of ideas that emerged during community workshops, the following prioritized strategies were synthesized to best support the community's goals for Housing and Tenure.

Early Action Priorities

1

Zoning Reform

2

Tenant Protections & Housing Stabilization

3

Existing Homeowner Stabilization

4

New Homeownership Pathways

5

Housing Rehabilitation & Adaptation

6

Small Developer & Incremental Housing Support

7

Transitional Housing Support

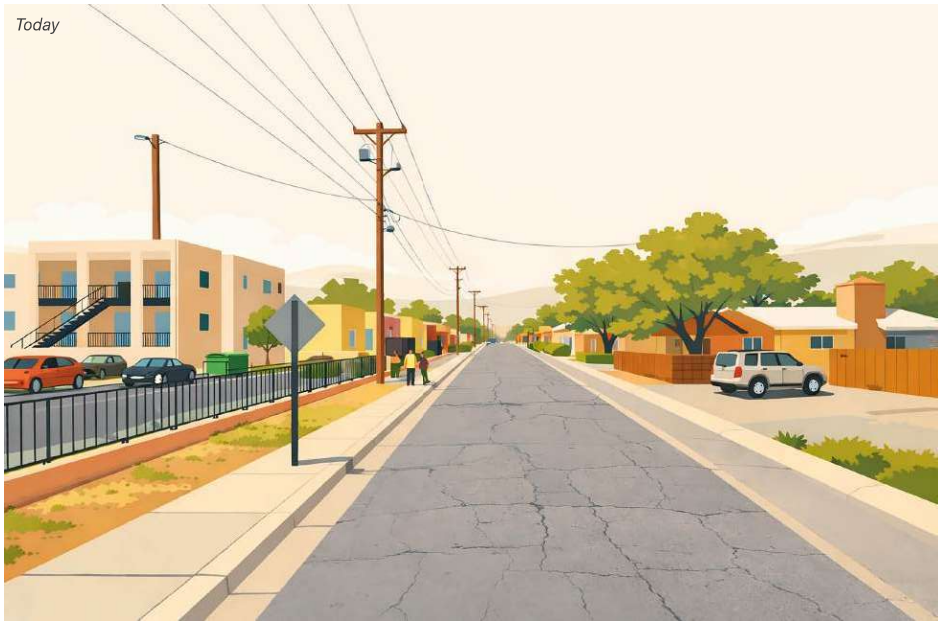
8

Community Land Trust

9

Affordable Housing Partnerships & Delivery Systems

Longer-Term Investments



Housing & Tenure Strategies (cont.)

H&T 1. Zoning Reform

TYPE OF STRATEGY
Policy / Regulatory

GOALS SUPPORTED
RETAIN a diversity of housing types, sizes, and densities to support a range of household needs and incomes.

IMPACTED COMMUNITY
Renters; homeowners; small developers; future residents; local businesses

OVERVIEW
Update the land use and entitlement framework so Hopewell Mann can absorb growth in ways that support long-term neighborhood stability and reduce displacement pressures. This strategy should align with the ongoing General Plan update, Santa Fe Forward, MRA updates, and inclusionary housing reforms to create a more predictable and financially feasible development environment. It should encourage a broader mix of housing, neighborhood-serving uses, and incremental reinvestment while prioritizing land uses that contribute to neighborhood vitality and pairing added development capacity with affordability incentives, anti-displacement tools, and feasibility testing.

WHAT IT INVOLVES
- Reduce parking minimums and setbacks; establish parking maximums
- Expand by-right and administrative review pathways for new development
- Allow missing middle typologies, including SROs, ADUs, duplex, and triplexes
- Permit small-scale neighborhood commercial uses along 2nd Street and throughout the neighborhood
- Restrict low-activity and speculative land uses, including self-storage, surface parking, and auto-oriented dealerships throughout the neighborhood

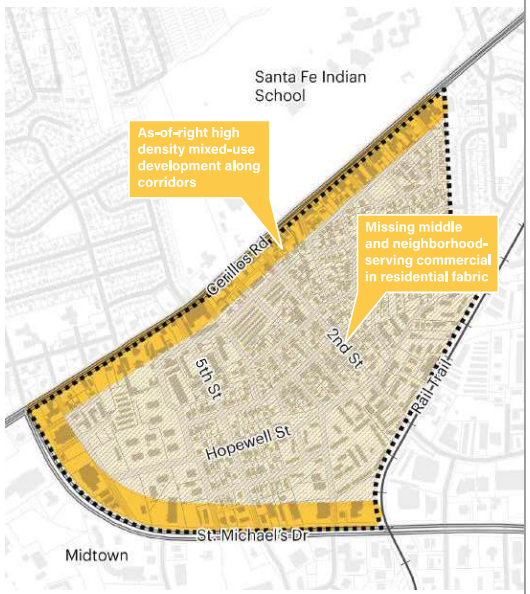
HOW TO MEASURE SUCCESS
Zoning updates; varying density; varying typology; varying AMI

PRECEDENTS
The Minneapolis 2040 Comprehensive Plan in Minneapolis, MN eliminated single-family zoning, allowing duplexes and triplexes citywide to expand housing choice and affordability.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Missing-middle neighborhood typology in Minneapolis supported by the 2040 Comprehensive Plan.

Below: More expansive as-of-right, community-oriented uses within the neighborhood fabric and denser, mixed-use development along corridors should be prioritized.



H&T 2. Tenant Protections & Housing Stabilization

TYPE OF STRATEGY
Policy / Program / Technical Assistance (TA) / Funding

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

IMPACTED COMMUNITY
Renters; landlords; unhoused or unstably housed residents; families; seniors

OVERVIEW
Build a coordinated housing stabilization ecosystem that prevents displacement before crisis. During engagement, residents repeatedly raised concerns about rising rents, eviction risk, housing quality, and limited tenant protections. In response, this strategy connects tenants and landlords to accessible support systems that improve housing stability, reduce avoidable evictions, and strengthen communication and trust. It balances accountability with practical assistance while improving coordination, outreach, and early identification of displacement pressures across the neighborhood.

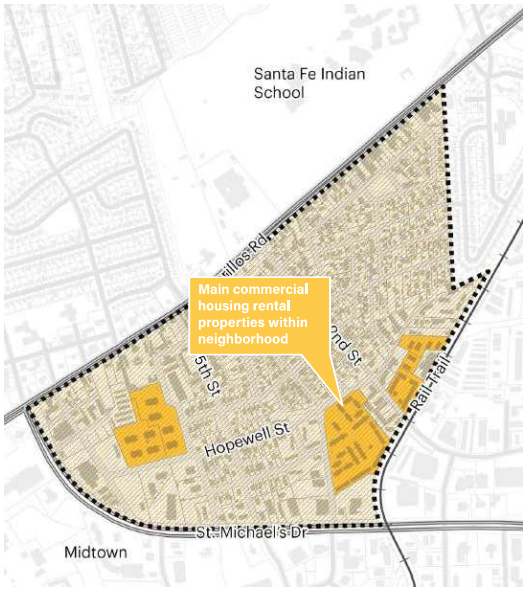
WHAT IT INVOLVES
- Exploration of rent stabilization policies
- Just-cause eviction protections
- Tenant-landlord navigation
- Habitability inspection, code enforcement mechanisms
- Emergency rent and utility assistance
- Eviction prevention services and legal referrals
- Mediation and voluntary stabilization agreements
- Landlord risk mitigation and incentive pools
- Multilingual and plain-language tenant resources
- Centralized housing resource and referral system
- Neighborhood housing navigators
- Data tracking for repeat violations and displacement
- Tenant retaliation protections
- Better enforcement of existing tenant protection laws
- Early warning and intervention for at-risk households

HOW TO MEASURE SUCCESS
Eviction and Foreclosures; Rent Stabilization; Tenant Turnover Rate; Affordability

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: San Francisco Rent Stabilization and Tenant Protection Program in San Francisco, CA regulates rent increases and eviction processes to help stabilize tenants and prevent displacement.

Below: Primary multi-family rental apartment complexes highlighted in Hopewell Mann.



Housing & Tenure Strategies (cont.)

H&T 3. Existing Homeowner Stabilization

TYPE OF STRATEGY
Funding / Technical Assistance (TA) / Policy

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

ENHANCE the quality, safety, and resilience of existing housing while maintaining affordability.

IMPACTED COMMUNITY
Existing homeowners; aging residents; multigenerational families; small owner-landlords

OVERVIEW
Help long-time homeowners remain in place as housing costs and financial pressures increase. The strategy should strengthen long-term housing stability by improving access to trusted information, early intervention resources, and financial assistance for vulnerable households, especially older adults and families navigating intergenerational property transfer. It should also support small property owners who provide naturally affordable housing while ensuring assistance programs are accessible, flexible, and designed to avoid unintended displacement or financial penalties.

WHAT IT INVOLVES
- Property tax relief outreach
- Foreclosure prevention
- Probate/succession planning
- Emergency repair grants/loans
- Utility burden reduction
- Incentives for below-market rents
- Optional affordability agreements tied to assistance

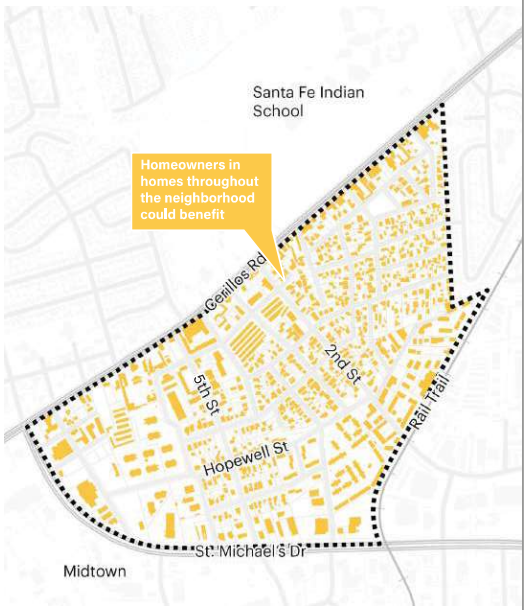
HOW TO MEASURE SUCCESS
Hazard Reductions; Utility Costs; Building Standards; Home Improvement Participation

PRECEDENTS
The National Healthy Homes Program addresses hazards and accessibility barriers through inspections and home upgrades supporting safer aging-in-place.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: An example low-cost intervention that can allow residents to age in place in their homes.

Below: Map of buildings within the neighborhood fabric that may benefit from homeowner stabilization support.



H&T 4. New Homeownership Pathways

TYPE OF STRATEGY
Funding / Technical Assistance (TA) / Legal Structure

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

CREATE pathways to generational wealth-building through homeownership, particularly for existing residents.

IMPACTED COMMUNITY
Renters; first-time buyers; low/moderate-income households; workforce; multigenerational families

OVERVIEW
Expand practical pathways into ownership for residents who are currently priced out of Santa Fe's housing market. The strategy should create flexible and attainable ownership opportunities that support long-term neighborhood stability, wealth building, and resident retention, particularly for existing and former Hopewell Mann residents. It should encourage a diversity of ownership structures and partnerships while balancing long-term affordability with opportunities for households to build equity and maintain autonomy over time.

WHAT IT INVOLVES
- Down-payment assistance
- First-time buyer coaching
- Shared-equity or limited-equity pilots
- Cooperative/cohousing models
- Nonprofit ownership pathways
- Employee-assisted housing partnerships
- Adaptive reuse into ownership units
- Resident education on tradeoffs

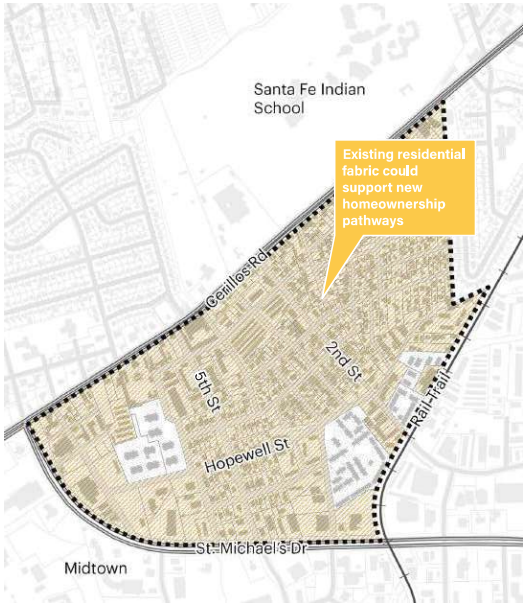
HOW TO MEASURE SUCCESS
New Homeowners; Financial Assistance Participation; Homeownership Literacy

PRECEDENTS
Champlain Housing Trust in Burlington, VT runs a shared-equity homeownership program that maintains long-term affordability while reducing upfront purchase costs.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Home built through the Champlain Housing Trust shared-equity homeownership program.

Below: Homeownership pathways may exist within the existing housing stock or through new infill development opportunities across the neighborhood.



Housing & Tenure Strategies (cont.)

H&T 5. Housing Rehabilitation & Adaptation

TYPE OF STRATEGY
Funding / Technical Assistance (TA) / Program

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

ENHANCE the quality, safety, and resilience of existing housing while maintaining affordability.

IMPACTED COMMUNITY
Homeowners; renters in older housing; seniors; people with disabilities; small landlords

OVERVIEW
Make housing repair and adaptation a central anti-displacement strategy. Many Hopewell Mann homes are older and increasingly difficult to maintain, creating financial strain, health risks, and pressure for residents to leave the neighborhood. This strategy should support reinvestment in existing housing through technical assistance, funding pathways, and repair programs that improve housing quality, reduce utility burdens, and extend the lifespan of naturally affordable homes.

WHAT IT INVOLVES
- Home repair grants and low-interest loans
- Energy audits and rehabilitation planning
- Weatherization and building system upgrades
- Roof, plumbing, electrical, and life-safety repairs
- Accessibility and aging-in-place retrofits
- Healthy homes improvements for indoor air quality
- Contractor navigation and technical assistance
- Development Without Displacement loan program to support rehabilitation efforts
- Flexible financing tools that help preserve existing affordable housing rather than incentivizing demolition
- Community solar and utility burden reduction programs
- Track utility savings and carbon reductions

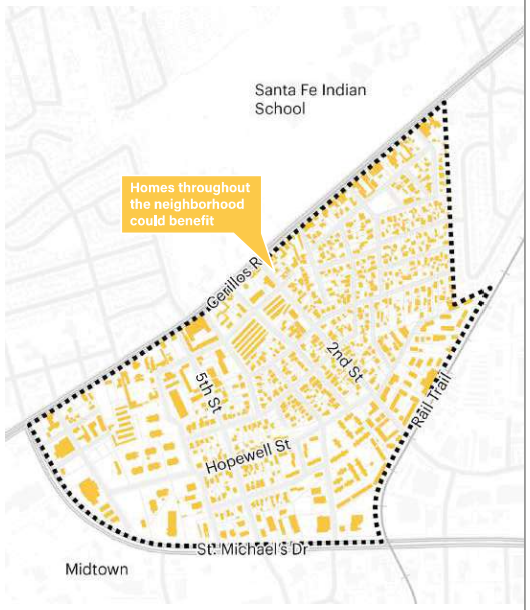
HOW TO MEASURE SUCCESS
Building Standards; Utility Costs; Hazard Reductions; Home Improvement Participation

PRECEDENTS
The Basic Systems Repair Program in Philadelphia, PA funds critical home repairs such as roofs, plumbing, and electrical systems to preserve existing housing.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Roof repairs on a Philadelphia home as part of the Basic Systems Repair Program.

Below: Map of buildings within the neighborhood fabric that may benefit from housing adaptation and rehabilitation support.



H&T 6. Small Developer Support

TYPE OF STRATEGY
Technical Assistance (TA) / Funding / Regulatory

GOALS SUPPORTED
RETAIN a diversity of housing types, sizes, and densities to support a range of household needs and incomes.

CREATE pathways to generational wealth-building through homeownership, particularly for existing residents.

IMPACTED COMMUNITY
Small developers; homeowners adding units; local builders; renters; future residents

OVERVIEW
Support smaller, local, and mission-aligned developers who can deliver gentle density and incremental housing that fits neighborhood scale and expands affordability over time. This strategy should reduce the financial, technical, and permitting barriers that often prevent homeowners and small developers from adding housing, while creating clearer pathways for locally rooted investment, small-scale infill, and diverse housing typologies throughout the neighborhood.

WHAT IT INVOLVES
- Predevelopment TA and grants
- Entitlement/permitting navigation
- Pre-approved ADU/casita plans
- Small-site acquisition support
- Modular/prefab guidance
- Local developer cohorts
- Demonstration projects for gentle density
- Financing tools for incremental projects

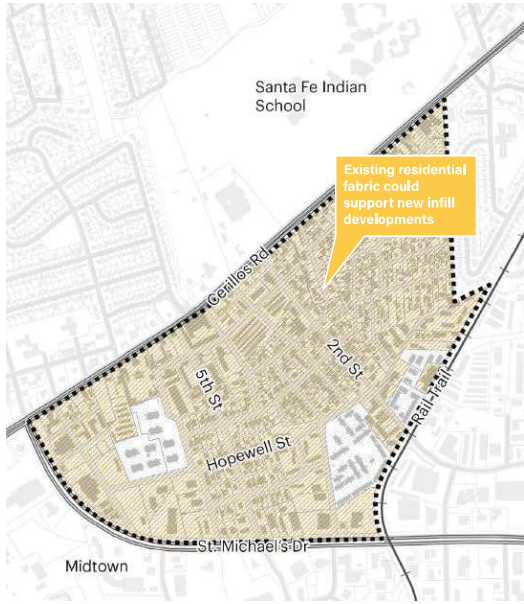
HOW TO MEASURE SUCCESS
Varying Typology; Varying Density; Local Homeowners; Financial Assistance Participation

PRECEDENTS
The Residential Infill and ADU Program in Portland, OR enables small developers to build incremental housing.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: An ADU in the backyard of a single-family home in Portland.

Below: Small Developer Support may exist within the existing housing stock or through new infill development opportunities across the neighborhood.



Housing & Tenure Strategies (cont.)

H&T 7. Transitional Housing Support

TYPE OF STRATEGY
Program / Funding / Public-Nonprofit Partnership

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

IMPACTED COMMUNITY
Unhoused residents; people exiting homelessness; workforce; youth; seniors; people in recovery

OVERVIEW
Create pathways for transitional, workforce, and supportive housing that help residents remain connected to the neighborhood during periods of housing instability or life transition. This strategy should expand lower-cost and faster-to-deliver housing typologies while pairing housing with the services and support systems needed for long-term stability. It should prioritize partnerships with trusted nonprofit and service providers and encourage adaptive reuse and flexible housing models that can respond to changing community needs over time.

WHAT IT INVOLVES
- Zoning pathways for SROs/micro-units
- Adaptive reuse of hotels/commercial buildings
- Nonprofit supportive housing partnerships
- Case management and wraparound services
- Workforce housing pilots
- Link housing to jobs, childcare, transit
- Identify potential sites/operators for a larger transitional housing facility in the neighborhood

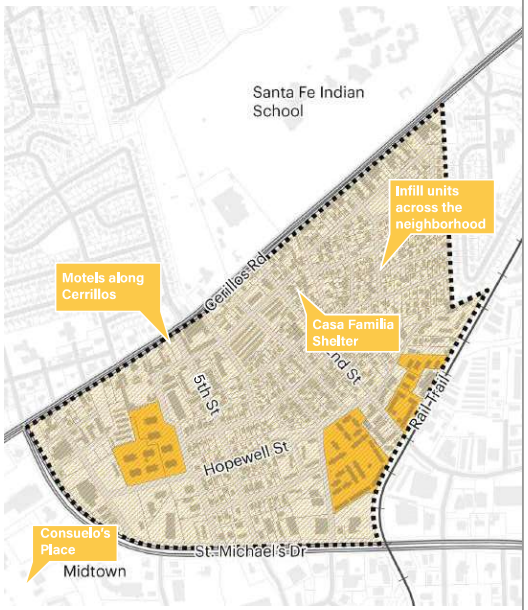
HOW TO MEASURE SUCCESS
Affordability; Varying AMI; Zoning Updates

PRECEDENTS
Central City Concern in Portland, OR integrates transitional and supportive housing with healthcare, employment assistance, and recovery services to support long-term housing stability.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Meridian Gardens is a transitional housing project in Portland, OR operated by Central City Concern.

Below: Transitional housing could be integrated into multi-family development across the neighborhood or developed as infill or along corridors.



Housing & Tenure Strategies (cont.)

H&T 8. Community Land Trusts

TYPE OF STRATEGY
Legal Structure / Funding / Policy

GOALS SUPPORTED
PREVENT displacement and promote affordability for current residents as neighborhood investment increases.

IMPACTED COMMUNITY
Renters; homeowners; future buyers; small businesses; community-serving organizations

OVERVIEW
Implement a community land trust or similar shared-stewardship model as part of a broader long-term affordability strategy. This approach should support permanently affordable housing and commercial space through community-centered land ownership, nonprofit stewardship, and strategic site acquisition. The City should treat community land trusts as a long-term stabilization tool by supporting land acquisition, dedicating funding resources, prioritizing public land opportunities, and integrating CLTs into broader anti-displacement efforts across the neighborhood.

WHAT IT INVOLVES
- City support for CLT land acquisition
- Dedicated Affordable Housing Trust Fund resources
- Priority consideration or first-right-of-refusal policies for city-owned and MRA-controlled properties
- Acquisition strategy for preserving existing affordable housing and community-serving properties
- Feasibility and governance study
- Resident education on shared equity
- Identify public, donated, & acquisition opportunity sites
- Mixed-use/commercial CLT model exploration
- Land lease templates
- Stewardship organization capacity-building
- Long-term affordability monitoring

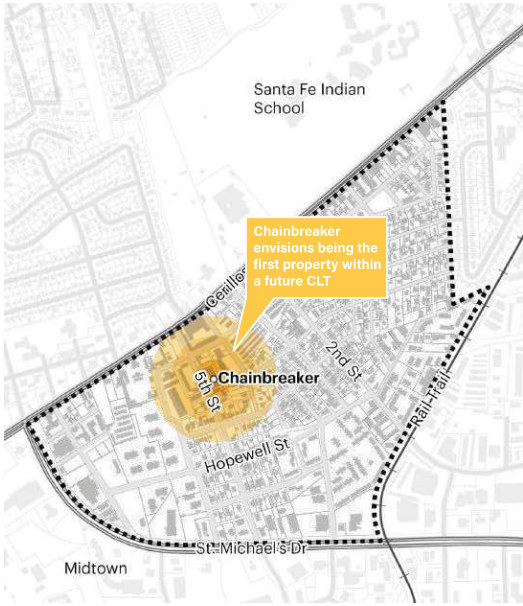
HOW TO MEASURE SUCCESS
Local Homeowners; New Homeowners; Affordability

PRECEDENTS
The Dudley Street Neighborhood Initiative in Roxbury, MA established a community land trust preserving permanently affordable housing through community ownership of neighborhood land.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Community land trust open space in Roxbury hosts regular community gatherings.

Below: Chainbreaker Collective is positioned to be the first property to join the community land trust.



Housing & Tenure Strategies (cont.)

H&T 9. Affordable Housing Partnerships & Delivery Systems

TYPE OF STRATEGY
Partnership / Governance / Funding

GOALS SUPPORTED
RETAIN a diversity of housing types, sizes, and densities to support a range of household needs and incomes.

CREATE pathways to generational wealth-building through homeownership, particularly for existing residents.

IMPACTED COMMUNITY
Renters; homeowners; nonprofit developers; public agencies; future affordable housing residents

OVERVIEW
Build the long-term implementation ecosystem needed to deliver and preserve affordable housing in Hopewell Mann. Rather than relying on any single entity, this strategy should coordinate nonprofit developers, public agencies, lenders, philanthropy, and private partners around a shared pipeline of sites, funding tools, land acquisition opportunities, and implementation responsibilities. The goal is a more proactive and collaborative delivery system that can secure strategic properties, align financing with neighborhood stabilization priorities, reduce siloed competition for resources, and pair housing production with long-term community infrastructure and support systems.

WHAT IT INVOLVES
- Create cross-agency implementation table
- Build affordable housing site pipeline
- Strategic land banking and site acquisition
- Align LIHTC, trust funds, land leases, MRA tools
- Define roles for nonprofit/private partners
- Develop revolving loan/predevelopment structures
- Coordinate funding calendars
- Track delivery and affordability outcomes
- Assess models for a quasi-public development entity to deliver affordable housing on publicly owned land

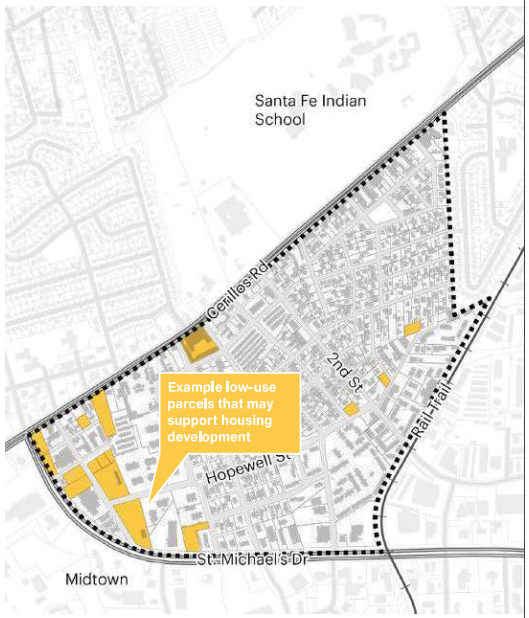
HOW TO MEASURE SUCCESS
Affordability; Varying AMI; Varying AMI; Varying Density; Varying Typology

PRECEDENTS
The Detroit Land Bank Authority in Detroit, MI acquires vacant property and holds land for future affordable housing and neighborhood redevelopment.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A property acquired into the Detroit Land Bank Authority.

Below: Potential parcels that may benefit in the future from collaborative affordable housing delivery.



Jobs & Businesses Strategies

From hundreds of ideas that emerged during community workshops, the following prioritized strategies were developed to best support the community's goals for Jobs and Businesses.

Early Action Priorities

1

Local Business Promotion & District Identity

2

Local Hiring, Apprenticeships & Workforce Pathways

3

Business Incubation & Entrepreneur Support

4

Neighborhood Investment & Flexible Capital

5

Small-Business Stabilization & Preservation

6

Commercial Rehabilitation & Adaptive Reuse

7

Neighborhood Commercial Hubs & Shared Spaces

8

Alternative Business Ownership & Community Wealth Building

9

Community Benefit Agreements

Longer-Term Investments

Today

Future Vision

Jobs & Businesses Strategies (cont.)

J&B 1. Local Business Promotion & District Identity

TYPE OF STRATEGY
Program / Marketing / Placemaking

GOALS SUPPORTED
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.

RETAIN existing neighborhood businesses, especially legacy and culturally significant enterprises.

IMPACTED COMMUNITY
Local businesses; residents; visitors; entrepreneurs; artists

OVERVIEW
Create a recognizable Hopewell Mann district identity that strengthens neighborhood pride, increases visibility for locally rooted businesses, and helps direct economic activity toward existing residents and entrepreneurs. This strategy should build stronger connections between businesses, residents, and visitors through coordinated marketing, cultural programming, events, and public realm improvements while ensuring promotion efforts remain community-centered and avoid displacement-driven branding or tourism pressures. It should also improve trust and communication between businesses and public agencies through consistent outreach and relationship-building.

WHAT IT INVOLVES
- Add Hopewell Mann as a distinct business district/ search geography to the City directory
- Business outreach to sign up for Go Local/Go Different
- Go Local/Go Different campaign expansion
- Events, markets, and festivals
- Social media/newsletter promotion
- Local business certification/recognition
- Wayfinding and district identity
- Quarterly business working group
- Consider a NM MainStreet designation

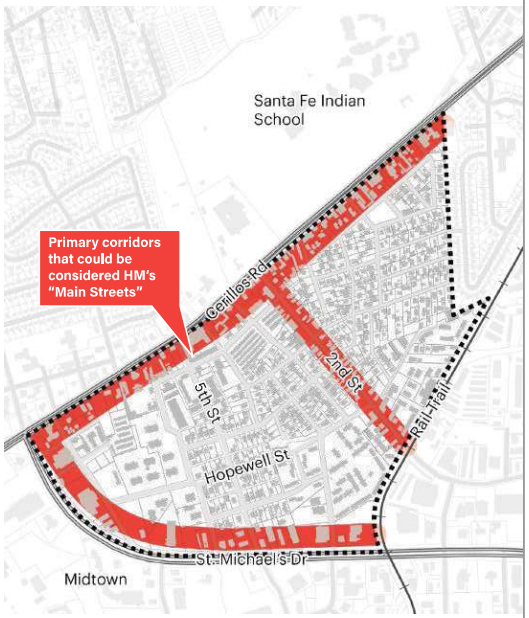
HOW TO MEASURE SUCCESS
Retained Spending; Customer Satisfaction

PRECEDENTS
Shop Small PDX in Portland, OR promotes neighborhood businesses through coordinated marketing campaigns, events, and buy-local initiatives that increase visibility and customer traffic.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Shop Local website campaign in Portland, OR.

Below: Priority commercial corridors to support local business promotion through digital and in situ marketing.



J&B 2. Local Hiring, Apprenticeships & Workforce Pathways

TYPE OF STRATEGY
Program / Technical Assistance (TA) / Policy

GOALS SUPPORTED
CREATE pathways for residents to access quality jobs within or near the neighborhood.

IMPACTED COMMUNITY
Residents; youth; unemployed/underemployed workers; employers; people in recovery; people with disabilities

OVERVIEW
Connect Hopewell Mann residents to quality jobs generated by Midtown investment, corridor redevelopment, public infrastructure projects, and local businesses. This strategy should strengthen coordination between existing workforce providers, employers, and community organizations to create clearer pathways into long-term careers, especially for residents facing barriers to employment. It should pair workforce development with supportive services and align public incentives, redevelopment tools, and institutional investments with measurable local hiring, retention, and advancement outcomes.

WHAT IT INVOLVES
- Neighborhood recruitment/outreach
- Hiring fairs and employer matching
- Paid internships and pre-apprenticeships
- Construction/trades pathways
- Local hiring commitments in public incentives
- Equity criteria and tracking
- Childcare/transportation supports
- CBA workforce clauses

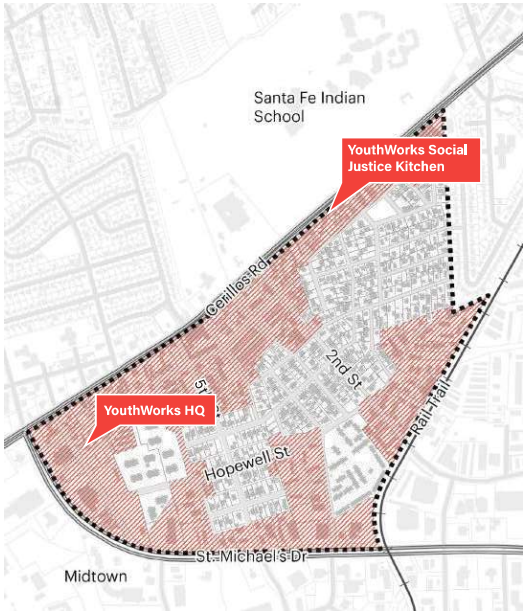
HOW TO MEASURE SUCCESS
Retainage; Tenure; Retained Ownership

PRECEDENTS
YouthWorks in Santa Fe, NM provides paid job training, education, and life skills for local youth through service projects and workforce development.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Santa Fe YouthWorks classroom where young adults can graduate with GEDs and built job readiness.

Below: Primary employment zones within the neighborhood; opportunities in Midtown should also be elevated.



Jobs & Businesses Strategies (cont.)

J&B 3. Business Incubation & Entrepreneur Support

TYPE OF STRATEGY
Technical Assistance (TA) / Program

GOALS SUPPORTED
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.

IMPACTED COMMUNITY
Entrepreneurs; startups; home-based businesses; culturally rooted businesses; youth entrepreneurs

OVERVIEW
Provide trusted, neighborhood-based business assistance that helps local entrepreneurs start, stabilize, and grow businesses within Hopewell Mann. This strategy should strengthen access to technical assistance, mentorship, and peer networks through relationship-based and culturally responsive support systems that reduce barriers to entrepreneurship. It should prioritize small-scale and locally rooted businesses while creating pathways for residents to test ideas, activate underutilized spaces, and build long-term economic resilience without requiring high-growth business models.

WHAT IT INVOLVES
- Monthly neighborhood office hours
- Entrepreneur navigator support
- Bookkeeping, permitting, licensing, financial coaching
- Cohort accelerator
- Mentorship and peer learning
- Shared kitchen/food hall/storefront pilots
- Underutilized building activation
- Referral pathways among providers

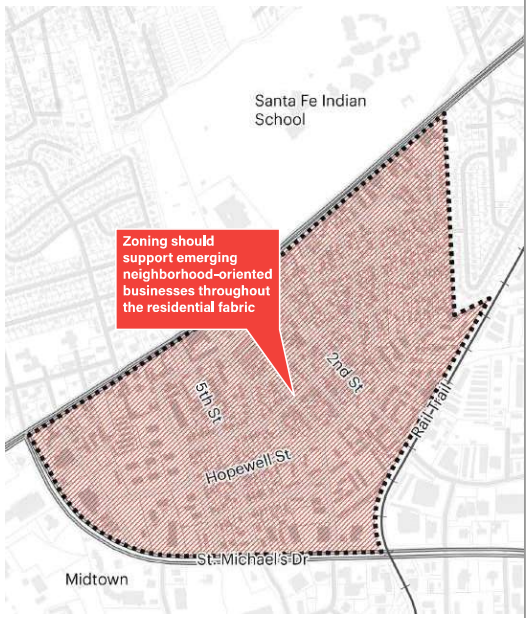
HOW TO MEASURE SUCCESS
Retainage; Access to Affordable Commercial Rental; Vacancy

PRECEDENTS
University of New Mexico's Accelerator Program supports early-stage entrepreneurs through mentorship, cohort-based training to launch local ventures.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The 2024 Accelerator Program graduates.

Below: Entrepreneurial opportunities may emerge across the neighborhood; zoning should enable small businesses to emerge in situ.



J&B 4. Neighborhood Investment & Flexible Capital

TYPE OF STRATEGY
Funding / Technical Assistance (TA)

GOALS SUPPORTED
RETAIN existing neighborhood businesses, especially legacy and culturally significant enterprises.

ENHANCE the quality, safety, and resilience of commercial real estate and their public interface while maintaining affordability.

IMPACTED COMMUNITY
Small businesses; entrepreneurs; property owners; under-resourced founders

OVERVIEW
Invest in the public-facing quality, functionality, and resilience of neighborhood businesses through flexible small-scale capital programs. This strategy should support improvements that make commercial spaces safer, more welcoming, and more visible to residents and customers, particularly for under-resourced and legacy businesses that may struggle to access traditional financing. Investments should prioritize storefront activation, accessibility, outdoor gathering, signage, lighting, landscaping, and tenant improvements that strengthen neighborhood identity, increase foot traffic, and improve day-to-day usability without driving displacement or speculative reinvestment.

WHAT IT INVOLVES
- Storefront and facade improvement grants
- Outdoor seating, shade, lighting, accessibility upgrades
- Signage and wayfinding improvements
- Small-scale tenant improvement funding
- Public-facing landscape and streetscape enhancements
- Flexible matching grants for business improvements
- Simplified application and reimbursement processes
- Prioritize neighborhood-serving businesses
- Consider a NM MainStreet designation

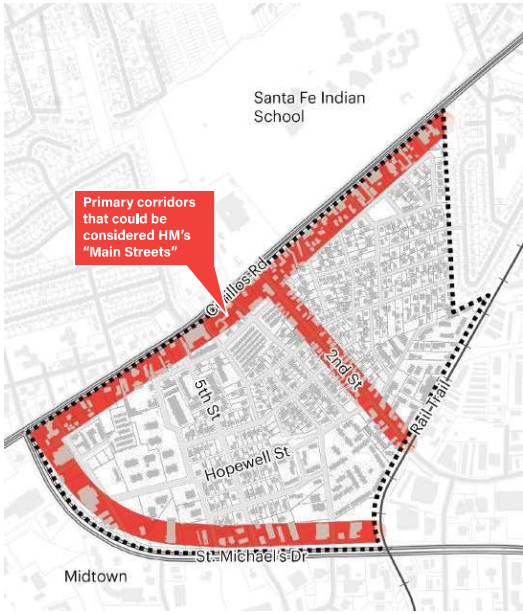
HOW TO MEASURE SUCCESS
Program Participation; Building Improvement $; Income Growth

PRECEDENTS
A city-funded program in Albuquerque, NM provides grants and financing for storefront improvements and reinvestment in small businesses along the historic Route 66 corridor.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A portion of Albuquerque's Route 66 commercial corridor prior to storefront improvements.

Below: Priority corridors for commercial neighborhood investment.



Jobs & Businesses Strategies (cont.)

J&B 5. Small-Business Stabilization & Preservation

TYPE OF STRATEGY
Policy / Program / Technical Assistance (TA) / Funding

GOALS SUPPORTED
RETAIN existing neighborhood businesses, especially legacy and culturally significant enterprises.

IMPACTED COMMUNITY
Existing small businesses; legacy/culturally rooted businesses; employees; commercial tenants

OVERVIEW
Retain neighborhood-serving and culturally rooted businesses as redevelopment pressures and commercial costs increase. This strategy should help existing businesses remain viable, maintain community presence, and navigate periods of transition through practical stabilization tools, relationship-based support, and flexible ownership pathways. It should prioritize long-term continuity for businesses that contribute to neighborhood identity, local employment, and daily community needs, while pairing preservation efforts with broader corridor reinvestment and economic development initiatives.

WHAT IT INVOLVES
- Succession planning
- Lease negotiation and mediation
- Voluntary rent stabilization agreements
- Operating assistance during construction/disruption
- Legacy/cultural business recognition without rigid gatekeeping
- Ownership transition pathways
- Referral to TA and capital

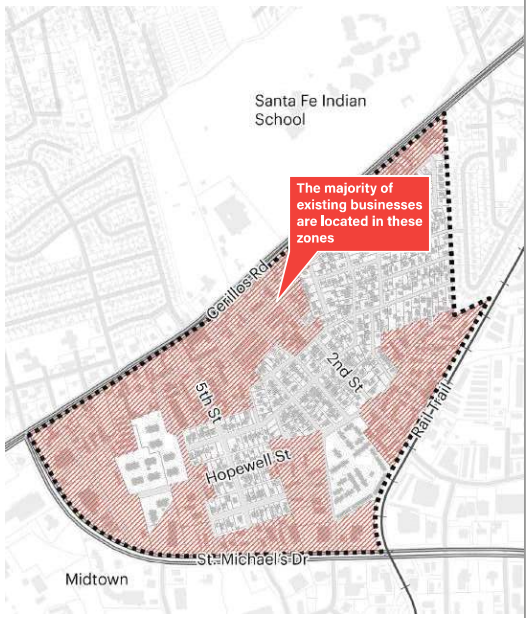
HOW TO MEASURE SUCCESS
Building Improvement $; Customer Satisfaction; Vacancy

PRECEDENTS
The Legacy Business Program in San Francisco, CA is the first-of-its-kind program in the United States and is pioneering a new take on government's involvement in maintaining and promoting the small business community.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: One legacy business in San Francisco that received operating assistance as part of the Legacy Business Program.

Below: Primary business zones in the neighborhood where support can be targeted.



J&B 6. Commercial Rehabilitation & Adaptive Reuse

TYPE OF STRATEGY
Funding / Technical Assistance (TA) / Development

GOALS SUPPORTED
ENHANCE the quality, safety, and resilience of commercial real estate and their public interface while maintaining affordability.

IMPACTED COMMUNITY
Small businesses; commercial property owners; workers; residents; entrepreneurs

OVERVIEW
Upgrade older commercial buildings so they remain safe, functional, energy-efficient, and affordable for neighborhood-serving businesses over time. This strategy should support long-term reinvestment in existing commercial corridors by helping property owners and tenants navigate rehabilitation, adaptive reuse, and building performance improvements that reduce operating costs and extend the life of existing building stock. Investments should prioritize practical usability, code compliance, sustainability, and business continuity while encouraging reinvestment patterns that strengthen local economic activity and discourage low-community-benefit land uses.

WHAT IT INVOLVES
- Building condition/readiness assessments
- Facade, signage, lighting, roof, envelope grants
- Energy/water/solar retrofits
- Code and permitting navigation
- Project management support
- Adaptive reuse feasibility
- CPACE/rebate/grant stacking
- Tenant improvement support

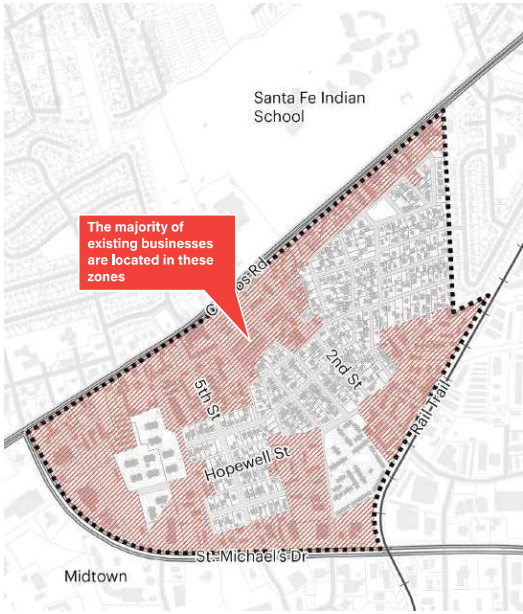
HOW TO MEASURE SUCCESS
Program Participation; Income Growth; Customer Satisfaction

PRECEDENTS
The NM Energy$mart Weatherization Program provides free energy-efficiency upgrades—such as insulation, air sealing, and heating improvements—to reduce utility costs for households.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A blower door test can be an effective way to reveal air leaks in buildings.

Below: Primary business zones in the neighborhood where support can be targeted.



Jobs & Businesses Strategies (cont.)

J&B 7. Neighborhood Commercial Hubs & Shared Spaces

TYPE OF STRATEGY
Public-Nonprofit Development / Program

GOALS SUPPORTED
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.

IMPACTED COMMUNITY
Entrepreneurs; small businesses; residents; workforce trainees; artists; food businesses

OVERVIEW
Develop shared commercial hubs that lower barriers to entry for small businesses while creating active, neighborhood-serving destinations. This strategy should support affordable and flexible spaces for food businesses, artists, makers, entrepreneurs, and workforce programs through adaptive reuse and shared infrastructure that individual businesses may not otherwise be able to access. These hubs should strengthen local economic activity, cultural programming, and entrepreneurship pathways while maintaining affordability through mission-aligned operations, public-nonprofit partnerships, and long-term community-serving management models.

WHAT IT INVOLVES
- Identify underutilized buildings
- Food hall/shared kitchen feasibility
- Maker/coworking/incubator spaces
- Affordable rental policies
- Operator/business model selection
- Link to workforce and TA programs
- Pop-up market or storefront pilots
- Cultural programming and events

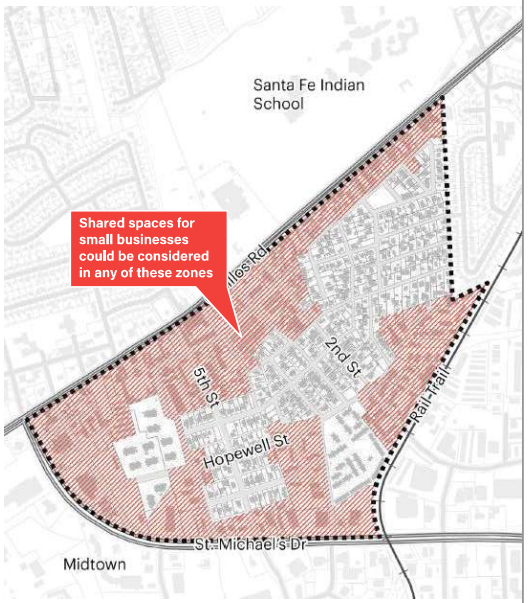
HOW TO MEASURE SUCCESS
Local Employment; Job Training Participation; Income Growth

PRECEDENTS
The Sawmill Market in Albuquerque, NM combines local food vendors, small business incubation, cultural programming, and shared gathering space within an adapted industrial site, helping create visibility and lower startup barriers for local entrepreneurs.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Sawmill Market in Albuquerque provides shared food hall space for local food vendors.

Below: Primary business zones in the neighborhood where commercial hubs and shared spaces could be considered.



J&B 8. Alternative Business Ownership & Community Wealth Building

TYPE OF STRATEGY
Legal Structure / Technical Assistance (TA) / Funding

GOALS SUPPORTED
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.

RETAIN existing neighborhood businesses, especially legacy and culturally significant enterprises.

IMPACTED COMMUNITY
Business owners; employees; residents; entrepreneurs; commercial tenants

OVERVIEW
Support business and property ownership models that keep wealth, decision-making, and long-term investment rooted within the community. This strategy should expand pathways for local ownership and shared stewardship through cooperative, employee-owned, nonprofit, and mission-driven commercial models that can strengthen neighborhood stability and reduce vulnerability to speculative investment. It should also help business owners and workers navigate transitions in ownership, succession, and property acquisition while creating opportunities for long-term commercial affordability and community-serving economic development.

WHAT IT INVOLVES
- Cooperative/employee ownership education
- Succession planning for retiring owners
- Legal and financial TA
- Nonprofit-owned commercial property models
- Community investment structures
- Shared-equity commercial pilots
- Mission-driven acquisition support
- Commercial affordability agreements

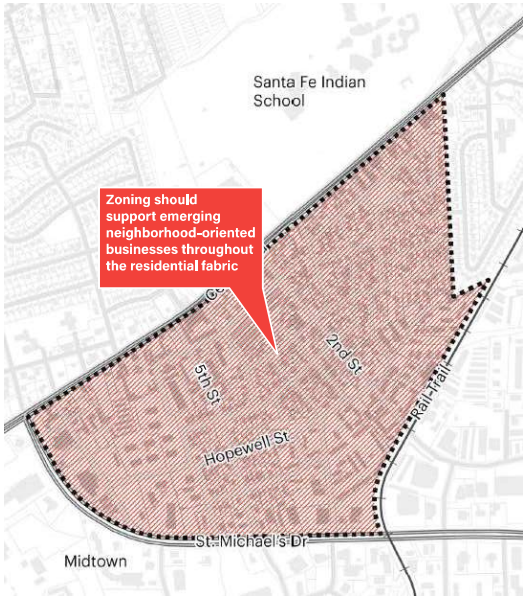
HOW TO MEASURE SUCCESS
Retained Ownership; Equitable Investment; Tenure

PRECEDENTS
At the Northeast Investment Cooperative in Minneapolis, MN Community, members collectively invest to acquire and locally own neighborhood businesses and real estate.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Northeast Investment Cooperative Headquarters in Minneapolis provides space for businesses to receive legal and financial TA.

Below: Business ownership should not be restricted to commercial corridors around the neighborhood.



Jobs & Businesses Strategies (cont.)

J&B 9. Community Benefit Agreements

TYPE OF STRATEGY
Policy / Negotiated Agreement / Funding

GOALS SUPPORTED
MANAGE economic growth so it benefits current residents and business owners, not just outside investors.

IMPACTED COMMUNITY
Residents; workers; local businesses; developers; major employers

OVERVIEW
Use community benefit agreements, MOUs, and development partnerships to align future redevelopment activity with neighborhood stabilization goals as market interest in Hopewell Mann grows over time. This strategy should be phased carefully and pursued once redevelopment pressure and private investment activity are strong enough to support negotiated community benefits without discouraging desired development. Rather than imposing overly burdensome requirements in a still-emerging market, agreements should focus on practical, achievable commitments such as local hiring, apprenticeship pathways, public realm improvements, business support, environmental mitigation, and transparency measures. Priority should be placed on scalable "low-hanging fruit" benefits tied to larger redevelopment projects, corridor investments, and land-intensive uses that can contribute meaningfully to the neighborhood over time.

WHAT IT INVOLVES
- Develop CBA/MOU template
- Identify trigger projects
- Negotiate local hiring and apprenticeship commitments
- Public realm/tree/open space / climate contributions
- Business stabilization contributions
- Transparency and reporting metrics
- Coordinate with LINC/MRA/development approvals

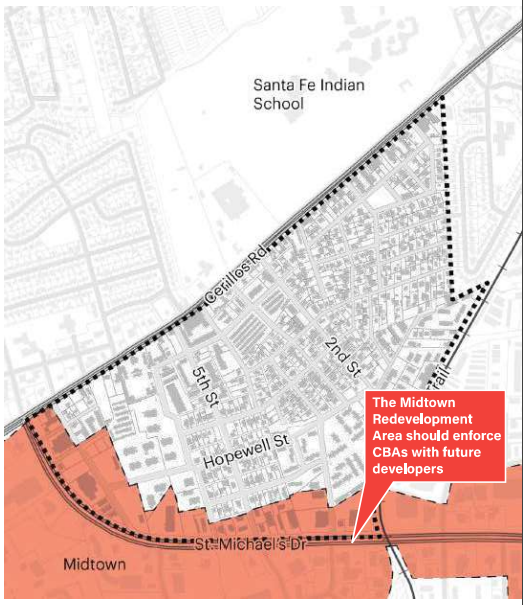
HOW TO MEASURE SUCCESS
Local Employment; Income Growth; Community Benefit

PRECEDENTS
Community Benefit Agreements in Los Angeles, CA leverage developments to fund public realm improvements and deliver community benefits alongside growth.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Staples Center in Los Angeles was one of the first projects nationally to be negotiated with a community benefit agreement.

Below: Future projects in the Metropolitan Redevelopment Area designation could be beholden to light-touch CBAs.



Public Realm Strategies

From hundreds of ideas that emerged during community workshops, the following prioritized strategies were developed to best support the community's goals for Public Realm.

Early Action Priorities

1.
Community Stewardship & Public Realm Care

2.
Public Art and Cultural Identity

3.
Transit Stop & Access Improvements

4.
Stormwater & Climate Resilience Infrastructure

5.
Greenways & Ecological Corridors

6.
Park Expansion & Green Space Access

7.
Local Traffic Calming, Safe Routes, & Streetscape Enhancements

8.
Complete Streets & Multimodal Corridors

9.
Incentives for Surface Parking Conversion

Longer-Term Investments

Today

Future Vision

Public Realm Strategies (cont.)

PR 1. Community Stewardship & Public Realm Care

TYPE OF STRATEGY
Program / Stewardship / Maintenance

GOALS SUPPORTED
RETAIN opportunities for interaction, stewardship, and shared responsibility across public spaces.

IMPACTED COMMUNITY
Residents; youth; unhoused residents; park users; local organizations

OVERVIEW
Create resident- and organization-led systems for caring for public spaces, parks, sidewalks, and neighborhood gathering areas. This strategy should strengthen long-term stewardship, safety, and belonging by supporting collaborative maintenance, programming, and care partnerships between residents, nonprofits, youth groups, and public agencies. It should emphasize visible, relationship-based stewardship activities that improve the day-to-day experience of public spaces while building neighborhood pride, shared responsibility, and ongoing feedback between the community and the City.

WHAT IT INVOLVES
- Adopt-a-park/street stewardship groups
- Community cleanups
- Youth stewardship crews
- Health impact assessment check-ins
- Small maintenance and repair protocols
- Lighting/safety reporting
- Volunteer coordination
- Public/private edge care through eligible partners

HOW TO MEASURE SUCCESS
Participation; Sense of Belonging

PRECEDENTS
Community stewardship programs across U.S. cities enable residents to maintain and program public spaces, strengthening ownership and care.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A city-funded, non-profit executed planter bed installation by City Blossoms in Washington, DC.

Below: Nonprofits across the neighborhood could work in partnership with the City to steward public realm improvements.

PR 2. Public Art & Culture

TYPE OF STRATEGY
Program / Public Art / Placemaking

GOALS SUPPORTED
RETAIN opportunities for interaction, stewardship, and shared responsibility across public spaces.

CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.

IMPACTED COMMUNITY
Residents; artists; Indigenous and Hispanic communities; youth; businesses; visitors

OVERVIEW
Use public art and cultural programming to strengthen neighborhood identity, preserve community histories, and create more welcoming and meaningful public spaces throughout Hopewell Mann. This strategy should support community-led storytelling, cultural expression, and artist partnerships that reflect the neighborhood's Indigenous, Hispanic, and working-class histories while helping residents see themselves represented in the public realm. Public art should be integrated into everyday infrastructure, gathering spaces, and corridor improvements in ways that build belonging, support local artists, and reinforce cultural continuity as the neighborhood changes over time.

WHAT IT INVOLVES
- Artist/community selection process
- Murals and temporary installations
- Cultural storytelling and wayfinding
- Youth art programs
- Art integrated into transit/street projects
- Cultural walks or history markers
- Maintenance plan
- Pair with events and business promotion

HOW TO MEASURE SUCCESS
Sense of Belonging; Child/Youth Participation

PRECEDENTS
Oasis@Bartlett in Bartlett Yard, Roxbury, MA uses a plaza of pillars as infrastructure for rotating art exhibits, performance art, lighting and place-signaling.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: Conceptual rendering for the future Oasis@Bartlett in Roxbury, MA will provide performance and public art infrastructure to local artists.

Below: Suggested public art nodes and trail networks to support wayfinding and community identity.

Public Realm Strategies (cont.)

PR 3. Transit Stop & Access Improvements

TYPE OF STRATEGY
Public Development / Mobility / Public Realm

GOALS SUPPORTED
REMOVE physical barriers that island the neighborhood, strengthening connections within and beyond Hopewell Mann.

ENHANCE the safety, accessibility, and comfort of streets, sidewalks, and public spaces for all ages and abilities.

IMPACTED COMMUNITY
Transit riders; youth; seniors; people with disabilities; workers; pedestrians; cyclists

OVERVIEW
Improve existing transit stops and first-/last-mile connections so residents can move safely, comfortably, and reliably throughout Hopewell Mann and surrounding destinations. This strategy should focus on mobility improvements that increase accessibility, reduce heat and safety barriers, and strengthen connections to schools, parks, Midtown, corridors, businesses, and community resources. Investments should prioritize high-use and high-need locations while coordinating with broader transit, bicycle, and roadway improvements across the area.

WHAT IT INVOLVES
- Transit stop audit and prioritization
- Shelters, shade, seating, lighting
- Improved transit frequency and service reliability
- ADA landing pads and sidewalk connections
- Bike parking/repair stations
- Drinking fountains where feasible
- Safe crossings to stops
- Real-time info/signage
- First-/last-mile connections between transit stops and key destinations
- Small grants to local bike/mobility businesses

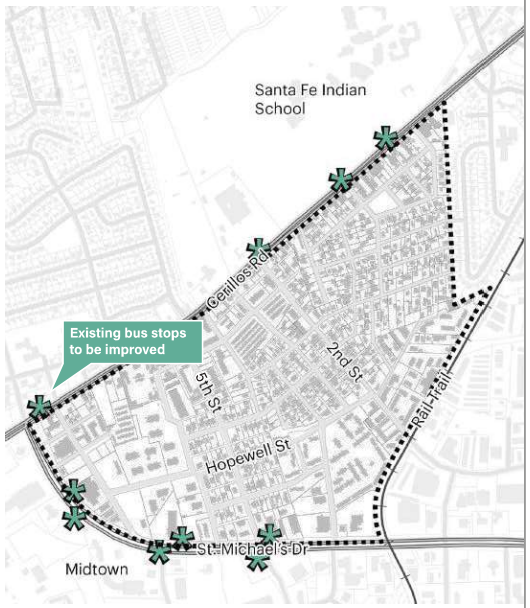
HOW TO MEASURE SUCCESS
Travel Time; Nighttime Comfort; Universal Accessibility; Child/Youth Participation; Wellness Program Participation

PRECEDENTS
Denver, CO enhanced bus stops by integrating shade, seating, bike amenities, and safe pedestrian connections to improve rider experience.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A bus stop in Denver that includes expanded infrastructure to support people in the "last mile".

Below: Current bus stop locations could benefit from expanded infrastructure.



PR 4. Stormwater & Climate Resilience Infrastructure

TYPE OF STRATEGY
Public Development / Green Infrastructure

GOALS SUPPORTED
CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.

IMPACTED COMMUNITY
Residents; property owners; businesses; pedestrians; heat/flood-vulnerable households

OVERVIEW
Invest in climate resilience infrastructure that helps Hopewell Mann respond to heat, flooding, stormwater, and environmental health challenges while improving the quality and usability of public spaces. This strategy should integrate green infrastructure into streets, parks, arroyos, and corridors in ways that reduce environmental risk, expand shade and ecological performance, and create more comfortable public environments in a high desert climate. Implementation should coordinate across agencies, property owners, and watershed partners while aligning resilience investments with broader corridor, mobility, and public realm improvements.

WHAT IT INVOLVES
- Stormwater opportunity mapping
- Bioswales and curb extensions
- Rebate programs
- Irrigation without potable water education
- Rainwater catchment
- Tree canopy/shade strategy
- Permeable pavement pilots
- Arroyo trash/debris capture
- Heat island mitigation
- Maintenance responsibility matrix
- Integrate with street/corridor projects

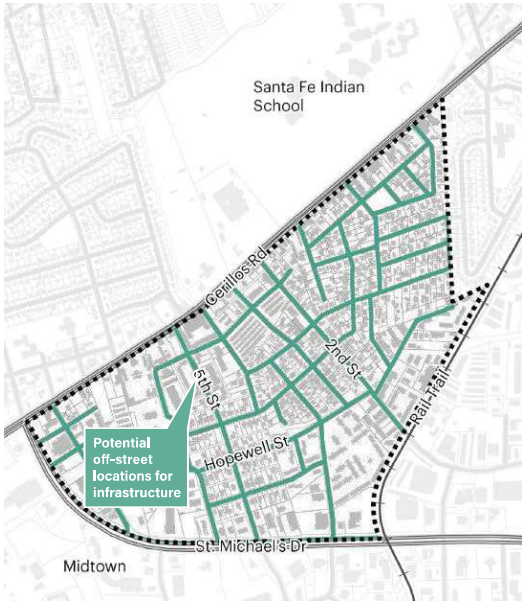
HOW TO MEASURE SUCCESS
Climate Resilience

PRECEDENTS
The City of Tucson's Rainwater Harvesting Rebate offers up to $2,000 per property for passive earthworks, which include rain gardens, swales, berms, and infiltration basins. The rebate covers both DIY materials and professional installation.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: An example curb that supports stormwater retention and groundwater infiltration.

Below: Stormwater and climate resilience infrastructure should be considered along all internal roads within the neighborhood.



Public Realm Strategies (cont.)

PR 5. Greenways & Ecological Corridors

TYPE OF STRATEGY
Planning / Public Development / Land Stewardship

GOALS SUPPORTED
REMOVE physical barriers that island the neighborhood, strengthening connections within and beyond Hopewell Mann.

CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.

IMPACTED COMMUNITY
Residents; pedestrians; cyclists; youth; wildlife/ecology; adjacent property owners

OVERVIEW
Create connected greenways and ecological corridors that improve walking, biking, neighborhood connectivity, and environmental resilience across Hopewell Mann. This strategy should strengthen connections between parks, arroyos, schools, transit routes, and community destinations while expanding shade, habitat, stormwater management, and access to nature within the public realm. Because many potential corridors involve fragmented ownership and infrastructure constraints, implementation should focus on long-term coordination, feasibility, and incremental integration into future corridor, mobility, and public space investments.

WHAT IT INVOLVES
- Ownership/easement feasibility
- Arroyo and corridor mapping
- Public realm design guidelines
- Shade/tree/habitat planting
- Wayfinding and crossings
- Trail link studies
- Stormwater integration
- Maintenance and stewardship plan
- Studying dumping prevention alternatives in lieu of fencing along arroyo

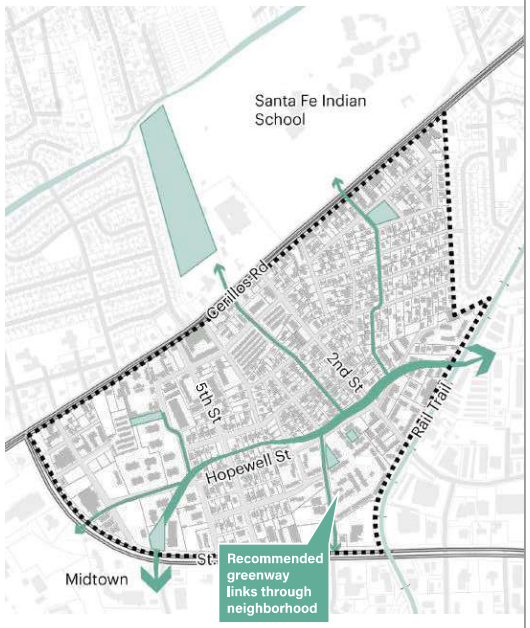
HOW TO MEASURE SUCCESS
Connections; Climate Resilience; Area of Public Space

PRECEDENTS
The Santa Fe River Trail connects neighborhoods through a multi-use green corridor supporting low-stress walking, biking, and restoration.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Santa Fe River Trail supports the activation of the city's natural ecology.

Below: A proposed strategy for connecting parks and public assets through greenways.



PR 6. Parks, Open Space & Green Access

TYPE OF STRATEGY
Public Development / Programming / Stewardship

GOALS SUPPORTED
CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.

IMPACTED COMMUNITY
Families; youth; seniors; residents without private open space; unhoused residents

OVERVIEW
Expand access to safe, welcoming, and climate-resilient open spaces that support everyday gathering, recreation, and wellbeing for residents of all ages. By improving existing assets like Young Park while identifying new opportunities for shade, play, seating, and green connections, this strategy aims to strengthen neighborhood quality of life without compromising the quiet and community-oriented character of Hopewell Mann.

WHAT IT INVOLVES
- Young Park improvement priorities
- Pocket park/open space opportunity scan
- Shade, seating, play, lighting upgrades
- Family and youth programming
- Tree canopy expansion
- Volunteer stewardship partnerships
- Maintenance funding plan
- Tie green access to redevelopment/parking conversion

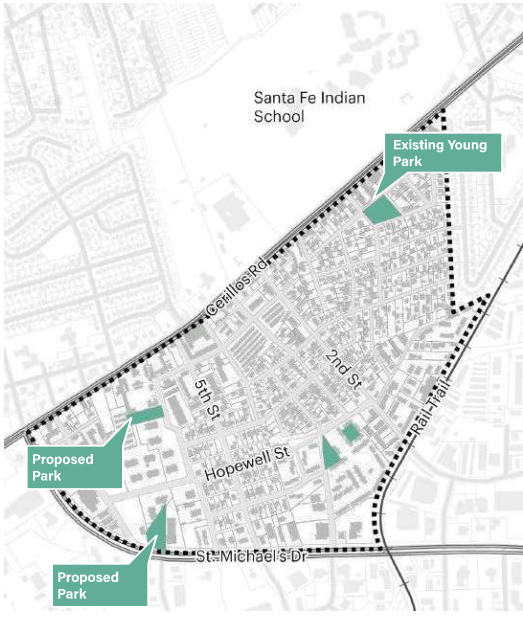
HOW TO MEASURE SUCCESS
Area of Public Space; Wellness Program Participation; Child/Youth Participation

PRECEDENTS
Rail Yard Park in Santa Fe provides shade, flexible gathering spaces, and native planting supporting recreation and cultural events.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: The Railyard Park is a thoughtfully designed and invested-in space that supports a variety of users and uses.

Below: Existing and potential pocket park locations across the neighborhood could serve residents where they live.



Public Realm Strategies (cont.)

PR 7. Local Traffic Calming, Safe Routes, & Streetscape Enhancements

TYPE OF STRATEGY
Public Development / Mobility / Safety

GOALS SUPPORTED
ENHANCE the safety, accessibility, and comfort of streets, sidewalks, and public spaces for all ages and abilities.

IMPACTED COMMUNITY
Residents; children; seniors; pedestrians; cyclists; businesses; transit users

OVERVIEW
Improve neighborhood streets so they are safer, more comfortable, and more accessible for people of all ages and abilities. Focusing on local streets and key routes connecting homes to schools, parks, transit, businesses, and community resources, this strategy supports incremental streetscape and mobility improvements that calm traffic, strengthen walkability and bike access, improve nighttime comfort, and reinforce the neighborhood's family-oriented and community-centered character.

WHAT IT INVOLVES
- Community street safety prioritization
- Sidewalk repair and ADA upgrades
- Traffic calming/speed management
- HAWK/enhanced crossings
- Lighting with dark-sky principles
- Street trees/furnishings
- Safe routes to parks/schools/transit
- Bike/pedestrian improvements

HOW TO MEASURE SUCCESS
Accidents; Universal Accessibility; Nighttime Comfort; Crime

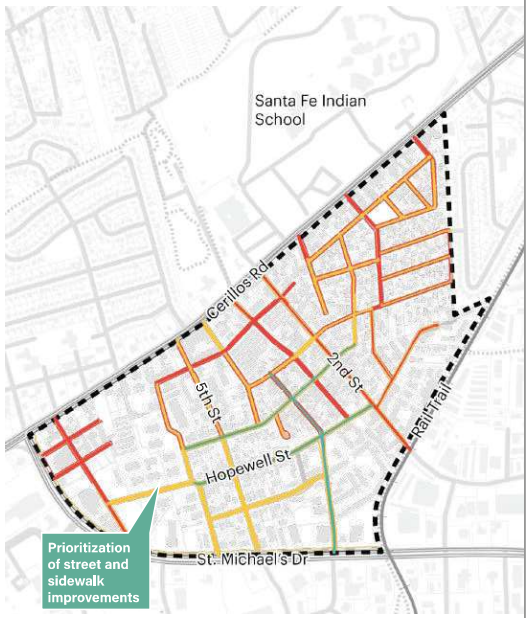
PRECEDENTS
Woonerf streets in the Netherlands prioritize pedestrians and cyclists through low-speed design, shared space, trees, and minimal traffic.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Sidewalks and roads shown
- *Very poor / high priority*
- *Poor / medium priority*
- *Fair / low priority*

Above: A Woonerf street where cars are de-prioritized, second to pedestrians and cyclists.

Below: Recommended prioritization for interior streetscape and sidewalk improvements.



PR 8. Complete Streets & Multimodal Corridors

TYPE OF STRATEGY
Public Development / Transportation / Land Use

GOALS SUPPORTED
REMOVE physical barriers that island the neighborhood, strengthening connections within and beyond Hopewell Mann.

ENHANCE the safety, accessibility, and comfort of streets, sidewalks, and public spaces for all ages and abilities.

IMPACTED COMMUNITY
Residents; commuters; transit riders; cyclists; pedestrians; businesses; future developers

OVERVIEW
Reconstruct St. Michael's Drive and Cerrillos Road as safer, more connected multimodal public spaces that better serve residents, businesses, and neighborhood life. Rather than functioning primarily as high-speed barriers, these corridors should evolve over time to support walking, biking, transit access, ecological infrastructure, and more active street fronts while improving safety, comfort, and connectivity within and beyond Hopewell Mann. Because these corridors are tied to regional transportation systems and long-term redevelopment patterns, improvements should be phased and coordinated with broader infrastructure, land use, and investment planning efforts.

WHAT IT INVOLVES
- Corridor alternatives analysis
- Road diets and safer crossings
- Transit, bike, and pedestrian integration
- Median and streetscape redesign
- Shade/ecological infrastructure
- Frontage activation standards
- Coordinate with land use and redevelopment
- Phased capital implementation

HOW TO MEASURE SUCCESS
Connections; Travel Time; Universal Accessibility; Accidents

PRECEDENTS
The Central Avenue redesign in Albuquerque, NM integrates transit, bike lanes, and pedestrian improvements to create a safer multimodal corridor.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: A transit stop along the Central Avenue corridor in Albuquerque.

Below: Suggested additional crossing locations along St. Michael's Dr. and Cerrillos Rd.

Public Realm Strategies (cont.)

PR 11. Incentives for Surface Parking Conversion

TYPE OF STRATEGY
Funding / Policy / Redevelopment

GOALS SUPPORTED
REMOVE physical barriers that island the neighborhood, strengthening connections within and beyond Hopewell Mann.

CREATE high-quality public spaces that promote belonging, usability for families, and climate resilience.

IMPACTED COMMUNITY
Property owners; developers; residents; businesses; pedestrians; climate-vulnerable households

OVERVIEW
Support the gradual transformation of underutilized surface parking lots into housing, mixed-use development, green infrastructure, public gathering areas, and climate-resilient landscapes. By aligning redevelopment incentives, zoning tools, parking reform, and corridor investments, this strategy seeks to reduce auto-oriented land use patterns while creating opportunities for reinvestment, improved walkability, and neighborhood-serving development. Early efforts may focus on temporary activations, pilot projects, and feasibility studies that demonstrate alternative uses and build momentum for redevelopment.

WHAT IT INVOLVES
- Map priority surface lots
- Tax incentives or disincentives
- Parking requirement reductions
- LINC/MRA incentive alignment
- Pilot pavement-to-planting projects
- Temporary Park(ing) Day activations
- Redevelopment feasibility support
- Pair with transit and corridor upgrades
- Explore land value taxation and value-capture tools
- Evaluate tax policies and incentives that discourage land speculation and surface parking retention

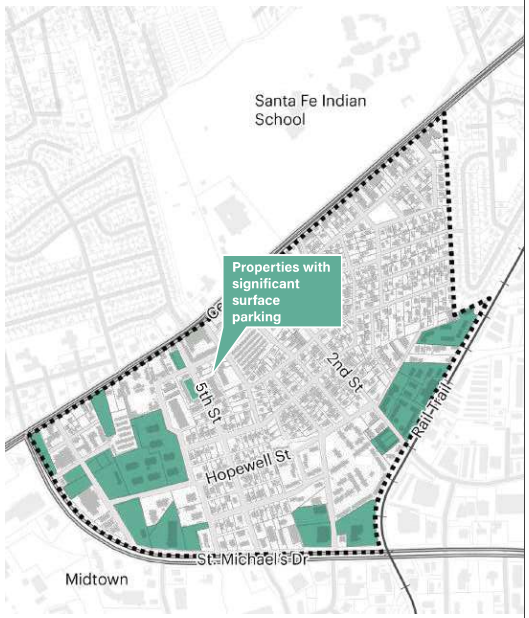
HOW TO MEASURE SUCCESS
Corridor Activation; Area of Public Space; Climate Resilien.

PRECEDENTS
Park(ing) Day activations nation-wide convert underused parking into community spaces, demonstrating alternative land uses and ecological benefits.

For implementation considerations — including partnerships responsibilities, funding, and phasing — see Chapter 5.

Above: An example Park(ing) day street parking space converted into a temporary living room in New York City.

Below: Parcels with large surface parking lots that could be transformed over time into better uses.



5

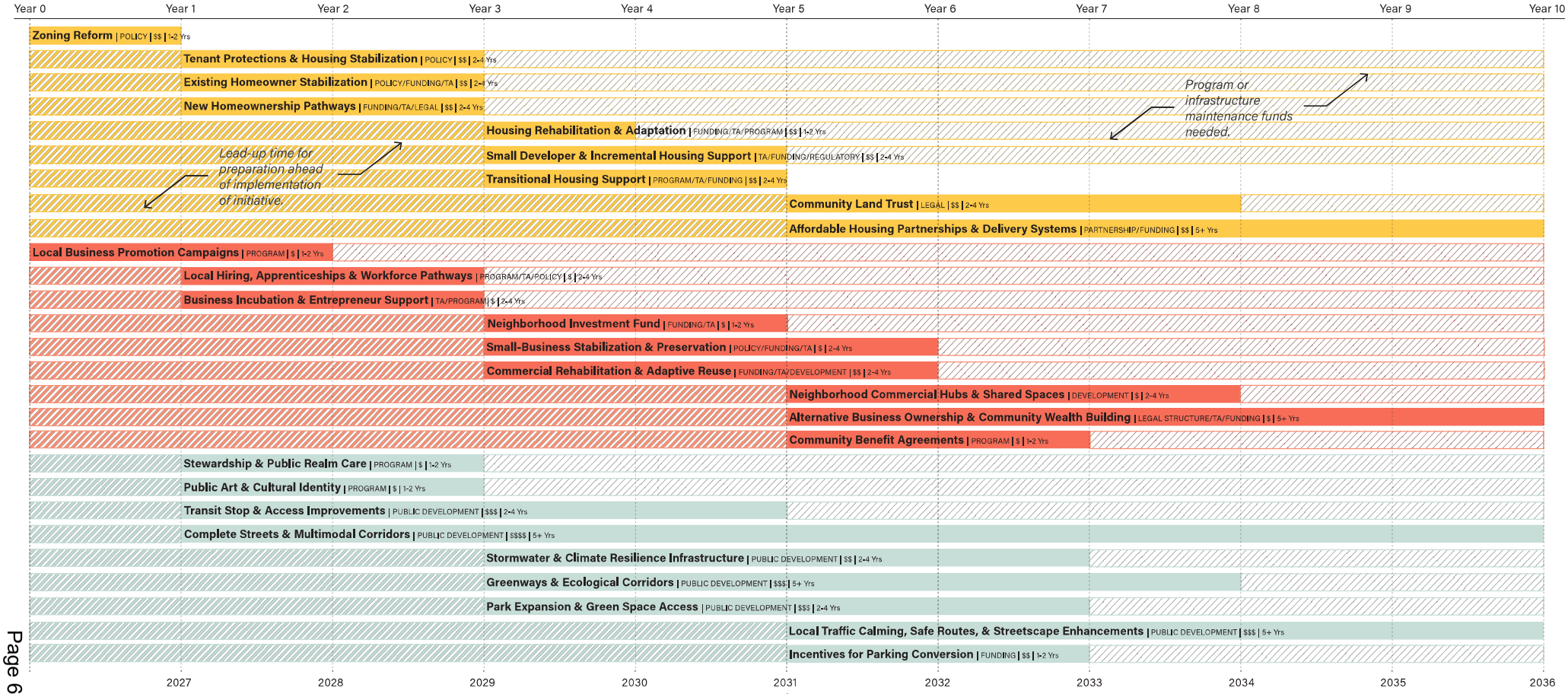
Implementing the Plan

This chapter translates the plan's strategies into an implementation framework. It identifies priority actions, potential leads and partners, funding pathways, timelines, and measures of progress. Because neighborhood stabilization will require sustained coordination across City departments, community organizations, public agencies, funders, and residents, this chapter is intended to serve as the practical reference point for moving from recommendations to action over time.

Implementation Timeline

The following implementation timeline balances phased progress towards goals across each impact realm.

While the strategies are shown in sequence, implementation will be overlapping and iterative, with many efforts beginning through early coordination, funding applications, policy development, or pilot programs before they are fully realized. The phasing is intended to account for on-ramping needs, funding cycles, approvals, and staff capacity, while avoiding placing too much responsibility on any single department, agency, or partner at one time. Each bar suggests the anticipated roll-out period for a strategy, recognizing that most strategies will require sustained investment, maintenance, and coordination even after a program, policy, or piece of infrastructure is in place.



Implementation

Phase 1 Implementation Guide

This guide is intended to help implementers quickly identify where action can begin. Rather than creating entirely new programs, many strategies can be advanced by coordinating existing initiatives, partnerships, staff capacity, and funding resources already operating within Santa Fe.

$ assumes $50,000-$250,000 required to implement
$$ assumes $250,000-$750,000 required to implement
$$$ assumes $750,000 - $2,000,000 required to implement
$$$$ assumes >$2,000,000 required to implement

ID	Strategy	Type	Existing Programs to Augment	Approver	Implementer	Strategic Partners & Stakeholders	Funding	Recurring	Funding Sources
H&T 1	Zoning Reform	Policy / Regulatory	Santa Fe Forward; Midtown LINC; Metropolitan Redevelopment Agency tools; housing accessibility coalition; General Plan update; Land Development Code update	Governing Body, Planning commission recommendation	Planning & Land Use Department	Metropolitan Redevelopment Agency & Commission; Office of Affordable Housing; nonprofit housing developers; Chainbreaker; small developers; neighborhood residents	$	One-time policy effort with periodic updates	City operating budget; MRA planning funds; federal planning grants
H&T 2	Tenant Protections & Housing Stabilization	Policy / Program / TA / Funding	Existing renter assistance and eviction-prevention resources; coordinated access systems; county utilities assistance; Chainbreaker tenant organizing; NM Legal Aid; MFA/HUD stabilization resources	Governing Body & State Legislature	Office of Affordable Housing	Chainbreaker; Santa Fe County Housing Authority; Somos Un Pueblo Unido; NM Center on Law & Poverty; Thornburg Foundation; social service providers; landlords and tenants; Connect Network; Santa Fe Youth & Family Services, Adelante	$$	Recurring	Affordable Housing Trust Fund; HOME Investment Partnerships Program; Emergency Solutions Grants; philanthropy; City general fund; utility assistance funds; state housing appropriations; Youth & Family Services eviction prevention fund
H&T 3	Existing Homeowner Stabilization	Funding / TA / Policy	County tax relief programs; Homewise counseling; EnergyWise; Conservation and Sustainability Division programs; CEED; community solar outreach	Departmental Discretion	Santa Fe County Housing Authority	Santa Fe County; Nonprofit housing services; Conservation and Sustainability Division; legal aid/probate clinics; community solar providers; neighborhood organizations; homeowners	$$	Recurring	NM Mortgage Finance Authority; HOME Investment Partnerships Program; state energy funds; utility rebates; philanthropic funds; City housing funds; Community Development Block Grant
H&T 4	New Homeownership Pathways	Funding / TA / Legal Structure	Partner down-payment assistance programs; Office of Affordable Housing homeownership programs; nonprofit developer pipelines; employer-assisted housing	Departmental Discretion	Office of Affordable Housing	Nonprofit developers; Santa Fe County Housing Authority; Metropolitan Redevelopment Agency; community lenders; renters seeking homeownership	$$$	Recurring capital pool plus one-time program	Affordable Housing Trust Fund; NM Mortgage Finance Authority; HUD HOME; LIHTC homeownership pilots where eligible; philanthropy; employer contributions; CDFIs; state capital outlay
J&B 1	Local Business Promotion & District Identity	Program / Marketing / Placemaking	Go Local; Go Different; TOURISM Santa Fe; Creative Industries; local Instagram/newsletter channels; Que Suave relationships	Departmental Discretion	Office of Economic Development	Santa Fe Chamber of Commerce; TOURISM Santa Fe; Arts & Culture Department; Chainbreaker; local businesses; MADA	$	Recurring	OED program funds; Creative Industries grants; Lodgers Tax for visitor-facing infrastructure; philanthropy; sponsorships
J&B 2	Local Hiring, Apprenticeships & Workforce Pathways	Program / TA / Policy	Office of Economic Development workforce development plan; SF Public Schools work-based learning; America's Job Center; SFCC workforce coordinator; YouthWorks contract; Dept. of Workforce Solutions; JTIP; LEDA; WIOA	Departmental Discretion	Office of Economic Development	America's Job Center; NM Department of Workforce Solutions; YouthWorks; Santa Fe Community College; unions; Santa Fe Chamber of Commerce; Midtown employers; Santa Fe Recovery; local businesses	$	Recurring	Workforce Innovation and Opportunity Act funds; Job Training Incentive Program funds; Local Economic Development Act funds; City workforce funds; ARPA-style local allocations; employer contributions; philanthropy; CBA commitments
J&B 3	Business Incubation & Entrepreneur Support	TA / Program	Office of Economic Development Navigator program; Santa Fe Business Incubator; SCORE; WESST; Small Business Dev. Center; Go Local; Creative Industries; MADA; Startup Santa Fe	Departmental Discretion	Office of Economic Development	SF Business Incubator; SCORE; WESST; Small Business Development Center; MADA; local entrepreneurs	$	Recurring	OED program funds; SBA/SBDC grants; Creative Industries grants; philanthropy; NM Economic Development Department funds; CDBG microenterprise funds; sponsorships; program fees
PR 1	Community Stewardship & Public Realm Care	Program / Stewardship / Maintenance	Keep Santa Fe Beautiful; Parks volunteer/ adopt-a-park models; YouthWorks; Youth & Family Services nonprofit contracts; community cleanup programs; existing waste and water use programs	Departmental Discretion	Metropolitan Redevelopment Agency	Neighborhood nonprofits; Parks & Open Space; Keep Santa Fe Beautiful; Youth & Family Services; Santa Fe Conservation Trust; Sustainability Program	$	Recurring	City Parks/maintenance funds; Keep Santa Fe Beautiful board fundraising; philanthropy; sponsorships; volunteer programs; CBA contributions; funding through Youth & Family Services; OTAB TOURISM funding
PR 2	Public Art and Cultural Identity	Program / Public Art / Placemaking	Arts & Culture Department; Go Local events; SFIC programming; Chainbreaker arts/culture work; Lodgers Tax-funded visitor infrastructure; ; El Rey and Lena Street Las Bodegas programming, In the Family Way Mural Wall, Arts & Culture Department Public Art Plan	Departmental Discretion / Commission	Arts & Culture Department	Santa Fe Indigenous Center; Chainbreaker; TOURISM Santa Fe; local artists; Office of Economic Development; Parks & Open Space; Public Works; schools/youth organizations; Keep Santa Fe Beautiful, In the Family Way, local galleries	$	Recurring program and maintenance; one-time installations	Percent for Art; Arts & Culture grants; Lodgers Tax; NEA Our Town; Creative Industries; philanthropy; developer/CBA contributions; sponsorships
PR 3	Transit Stop & Access Improvements	Public Development / Mobility / Public Realm	MPO safety projects; approved crossings at El Parasol/Baskin Robbins, SFIS entrance, fire station; Carbon Reduction Program alternatives study; transit planning	Departmental Discretion	Public Works	Metropolitan Planning Organization; NMDOT; Transit; Chainbreaker; local bike shops; schools; businesses; Sustainability Program	$$$	One-time capital plus recurring maintenance	Federal Transit Administration funding; FHWA Transportation funding; Carbon Reduction Program; Congestion Mitigation and Air Quality Improvement Program funding; City capital improvement funding; state capital outlay; MPO funds; CBA/developer contributions

Implementation

Phase 2 Implementation Guide

This guide is intended to help implementers quickly identify where action can begin. Rather than creating entirely new programs, many strategies can be advanced by coordinating existing initiatives, partnerships, staff capacity, and funding resources already operating within Santa Fe.

$ assumes $50,000-$250,000 required to implement
$$ assumes $250,000-$750,000 required to implement
$$$ assumes $750,000 - $2,000,000 required to implement
$$$$ assumes >$2,000,000 required to implement

ID	Strategy	Type	Existing Programs to Augment	Approver	Implementer	Strategic Partners & Stakeholders	Funding	Recurring	Funding Sources
H&T 5	Housing Rehabilitation & Adaptation	Funding / TA / Program	Sustainability Program energy retrofit programs; Conservation and Sustainability Division; CEED; SEED seed funds; Water Conservation rebates; community solar education; MFA/HUD rehab programs;	Departmental Discretion	Sustainability Program	Nonprofit housing financers & developers; Center for Emerging Enterprises and Development (CEED); HUD; Santa Fe County Housing Authority; contractors; Water Conservation; community solar providers; homeowners and landlords; Land Use	$$	Recurring	Community Development Block Grant/HOME; MFA rehab funds; state energy and climate funds; federal weatherization; utility rebates; tax credits; CEED/SEED; philanthropy; Development Without Displacement loan program to support property acquisition and rehabilitation efforts
H&T 6	Small Developer & Incremental Housing Support	TA / Funding / Regulatory	Santa Fe Forward; Homewise small developer support conversations; Office of Affordable Housing programs; Home Builders Association expertise; City permitting improvements	Departmental Discretion	Metropolitan Redevelopment Agency	Nonprofit lenders; Planning & Land Use; Office of Affordable Housing; home builders associations; small developers; local lenders; nonprofit housing financers; American Institute of Architects	$$	Recurring TA/ funding pool	City housing funds; CDFIs; philanthropic predevelopment grants; state capital outlay for infrastructure; NM Mortgage Finance Authority; federal housing planning grants; Community Development Block Grant
H&T 7	Transitional Housing Support	Program / Funding / Public-Nonprofit Partnership	Coordinated Access; Santa Fe County Housing Authority; nonprofit housing providers; Youth & Family Services contracts; recovery and service-provider networks; Consuelo's Place	Departmental Discretion	Youth & Family Services	Santa Fe County Housing Authority; nonprofit housing providers; service organizations; healthcare providers; workforce agencies; property owners; unhoused individuals; local shelters	$$$	Recurring operations plus one-time capital	HUD CoC/ESG; HOME-ARP; Affordable Housing Trust Fund; state capital outlay; philanthropy; healthcare/community benefit funds; Youth & Family Services funding through Children & Youth Commission; state grants
J&B 4	Neighborhood Investment & Flexible Capital	Funding / TA	SAFE grants; SPUR grants; Go Local fund; Office of Economic Development small business loans; State Creative Industries; Homewise commercial development fund; credit unions	Departmental Discretion	Office of Economic Development	Nonprofit lenders and donors; credit unions; CDFIs; Small Business Development Center; Santa Fe Chamber of Commerce; local businesses	$$	Recurring capital pool	OED funds; CDBG microenterprise; State EDD/ Creative Industries; philanthropy; CDFIs; credit unions; SBA; local sponsorships; community investment notes; NM Tourism Department
J&B 5	Small-Business Stabilization & Preservation	Policy / Program / TA / Funding	Office of Economic Development business retention & expansion; Go Local certification; Chamber; Small Business Development Center; SCORE/WESST; SAFE/SPUR; Tourism promotion channels	Departmental Discretion	Office of Economic Development	Santa Fe Chamber of Commerce; Small Business Development Center; SCORE; WESST; property owners; nonprofit developers; community lenders; local businesses	$$	Recurring	OED funds; Community Development Block Grant microenterprise; philanthropy; State EDD; Creative Industries; BID/MainStreet-style funds if formed; CBA contributions; NM Tourism Department
J&B 6	Commercial Rehabilitation & Adaptive Reuse	Funding / TA / Development	Office of Economic Development Business Development; Homewise commercial development fund; CPACE; sustainability rebates; Green Chamber network; MainStreet-style programs; SAFE/SPUR grants	Departmental Discretion	Metropolitan Redevelopment Agency	Office of Economic Development; Planning & Land Use; Conservation and Sustainability Division; Green Chamber; nonprofit lenders; CPACE lenders; Brownfields; Small Business Development Center; property owners; commercial tenants	$$	Recurring program; one-time per project	CPACE; State EDD; MainStreet capital programs; CDBG; SBA; Homewise/commercial loans; utility rebates; tax credits; philanthropy; state capital outlay
PR 4	Stormwater & Climate Resilience Infrastructure	Public Development / Green Infrastructure	Conservation and Sustainability Division 25-year strategy; Water Conservation rebates/policy; River and Watershed team; Carbon Neutrality 2040; heat island study; County Stormwater Guide	Departmental Discretion	Public Works	Parks & Open Space; Conservation and Sustainability Division; NMDOT; Metropolitan Planning Organization; property owners; Keep Santa Fe Beautiful; local residents; local businesses; Santa Fe Watershed Association	$$$	One-time capital plus recurring maintenance	EPA EJ/Climate grants; FEMA Building Resilient Infrastructure and Communities grant; state capital outlay; City Capital Improvement Program; Carbon Reduction Program; Clean Water State Revolving Fund; philanthropy; developer/CBA funds; municipal bonds; rebate programs
PR 5	Greenways & Ecological Corridors	Planning / Public Development / Land Stewardship	Metropolitan Planning Organization priorities; Public Works design guideline updates; Parks maintenance responsibilities; Santa Fe Conservation Trust; iRide; Sustainability Office; Keep Santa Fe Beautiful	Departmental Discretion	Public Works	Metropolitan Planning Organization; Parks & Open Space; Planning & Land Use; Conservation and Sustainability Division; Santa Fe Conservation Trust; neighborhood organizations; local residents; Keep Santa Fe Beautiful, Santa Fe Watershed Association	$$$	One-time capital/ planning plus recurring maintenance	FHWA Transportation Alternatives; Recreational Trails Program; Land & Water Conservation Fund; state capital outlay; City Capital Improvement Program; EPA/FEMA resilience funds; philanthropy; New Mexico Clean & Beautiful grant; municipal bonds; rebate programs
PR 6	Parks, Open Space & Green Access	Public Dev. / Programming / Stewardship	Parks & Open Space priorities; Young Park focus; Keep Santa Fe Beautiful; Youth & Family Services contracts; Girls Scouts/community partners; Parks adopt-a-park groups	Departmental Discretion	Parks & Open Space	Youth & Family Services; Keep Santa Fe Beautiful; Chainbreaker; Girl Scouts; neighborhood groups; Metropolitan Redevelopment Agency; residents	$$	One-time capital & maintenance/ programming	City Parks Capital Improvement Program; state capital outlay; LWCF; Land and Water Conservation Fund; philanthropy; Keep Santa Fe Beautiful fundraising; developer/CBA contributions

Implementation

Phase 3 Implementation Guide

This guide is intended to help implementers quickly identify where action can begin. Rather than creating entirely new programs, many strategies can be advanced by coordinating existing initiatives, partnerships, staff capacity, and funding resources already operating within Santa Fe.

$ assumes $50,000-$250,000 required to implement
$$ assumes $250,000-$750,000 required to implement
$$$ assumes $750,000 - $2,000,000 required to implement
$$$$ assumes >$2,000,000 required to implement

ID	Strategy	Type	Existing Programs to Augment	Approver	Implementer	Strategic Partners & Stakeholders	Funding	Recurring	Funding Sources
H&T 8	Community Land Trust	Legal Structure / Funding / Governance	Sawmill CLT lessons; Homewise board/ technical expertise; Habitat for Humanity partnerships; Metropolitan Redevelopment Agency/public land discussions	Governing Body / State Legislature	Chainbreaker Collective	Sawmill CLT; nonprofit CDCs; Office of Affordable Housing; Metropolitan Redevelopment Agency; community residents; local property owners; philanthropy	$$$$	One-time acquisition/ capitalization plus recurring stewardship	State capital outlay; Affordable Housing Trust Fund; land donations; public land lease; philanthropic grants; CDFIs; LIHTC for rental components; New Markets Tax Credits if mixed-use
H&T 9	Affordable Housing Partnerships & Delivery Systems	Partnership / Governance / Funding	Office of Affordable Housing; Santa Fe County Housing Authority; Metropolitan Redevelopment Agency redevelopment coordination; LIHTC pipeline; Homewise/ MADA Midtown work; Affordable Housing Trust Fund	Departmental Discretion	Metropolitan Redevelopment Agency	Office of Affordable Housing; Santa Fe County Housing Authority; nonprofit developers; nonprofit lenders; philanthropy; CDFIs; private mission-aligned developers	$$$	Recurring coordination plus capital project costs	LIHTC; HOME/Community Development Block Grant; Affordable Housing Trust Fund; state capital outlay; NMFA; philanthropic funds; CDFIs; MRA revenues; land leases
J&B 7	Neighborhood Commercial Hubs & Shared Spaces	Public-Nonprofit Development / Program	MADA; Santa Fe Business Incubator; Go Local events; SFCC workforce; Office of Economic Development navigator; Creative Industries; potential Midtown shared-space programming	Departmental Discretion	Metropolitan Redevelopment Agency	MADA; SF Business Incubator; Office of Economic Development; nonprofit developers; property owners; SFCC; Go Local; artists and entrepreneurs; community lenders	$$$	One-time capital plus recurring operations	State capital outlay; Community Development Block Grant; New Markets Tax Credits; EDA; philanthropic capital; City/MRA funds; lease revenues; sponsorships; Creative Industries; NM Tourism Department
J&B 8	Alternative Business Ownership & Community Wealth Building	Legal Structure / TA / Funding	Homewise commercial development expertise; cooperative support networks; Go Local business relationships; Office of Economic Development business retention; community lender programs	Departmental Discretion	Office of Economic Development	Cooperatives; community lenders; nonprofit developers; legal aid/business attorneys; local businesses; MADA	$$	Recurring TA plus project-specific capital	Philanthropy; CDFIs; SBA; community investment notes; employee ownership grants; State EDD; New Markets Tax Credits; mission-driven lenders
J&B 9	Community Benefit Agreements	Policy / Negotiated Agreement / Funding	Midtown LINC; Metropolitan Redevelopment Agency development negotiations; Office of Economic Development incentive agreements; LEDA/JTIP local hiring documentation; Parks tree replacement MOUs	Governing Body	Metropolitan Redevelopment Agency	Developers; major employers; Office of Economic Development; workforce agencies; Chainbreaker; neighborhood organizations; Parks & Open Space; Planning & Land Use; Public Works	$	Recurring as project-by-project negotiation	Developer contributions; MRA agreements; Local Economic Development Act/Job Training Incentive Program commitments; impact/mitigation funds; philanthropic match; public-private partnerships
PR 7	Local Traffic Calming, Safe Routes, & Streetscape Enhancements	Public Development / Mobility / Safety	Metropolitan Planning Organization safety projects; approved crossing projects; Complete Streets Division; City Traffic Engineer role; NMDOT transfer discussions; Cerrillos reconstruction planning	Departmental Discretion	Public Works	Metropolitan Planning Organization; Planning & Land Use; schools; neighborhood organizations; local businesses; local residents; YouthWorks (grow trees for street planting)	$$$	One-time capital plus recurring maintenance	Safe Streets and Roads for All; Transportation Alternatives; Safe Routes to School; City Capital Improvement Project funds; state capital outlay; MPO funds; NMDOT; CBA contributions
PR 8	Complete Streets & Multimodal Corridors	Public Development / Transportation / Land Use	Metropolitan Planning Organization road diet priority for St. Michael's; Carbon Reduction Program funding for alternatives; NMDOT/City ownership transfer; Cerrillos reconstruction starting end of 2027	Departmental Discretion	Metropolitan Planning Organization	Planning & Land Use; Office of Economic Development; Metropolitan Redevelopment Agency; property owners; businesses; neighborhood organizations	$$$$	One-time major capital plus recurring maintenance	USDOT RAISE/BUILD; SS4A; Carbon Reduction Program; CMAQ; STBG; state capital outlay; City bonds/Capital Improvement Project funds; MPO/ NMDOT funds; federal earmarks
PR 9	Incentives for Surface Parking Conversion	Funding / Policy / Redevelopment	Midtown LINC; MRA redevelopment tools; public realm design standards; alternative tree replacement programs; Carbon Reduction/ corridor planning	Planning & Land Use Department	Metropolitan Redevelopment Agency	Planning & Land Use; Office of Economic Development; Metropolitan Planning Organization; Parks & Open Space; property owners; developers; Conservation and Sustainability Division; Public Works	$$	One-time incentive setup; recurring as projects occur	MRA funds; tax abatements; state capital outlay; EPA climate/environmental justice grants; City Capital Improvement Project funds; developer contributions; CBA funds; stormwater/resilience funds

Funding Sources

Implementation will depend on aligning neighborhood priorities with the timing, requirements, and cycles of local, state, federal, and philanthropic funding programs.

Because funding opportunities, eligibility requirements, and program priorities change over time, the funding sources identified here should be viewed as illustrative rather than exhaustive. Successful implementation will require ongoing coordination, partnership development, and flexibility to pursue emerging opportunities as they arise.

In addition to funding capital projects and program implementation, many strategies may require ongoing operations, maintenance, staffing, replacement, and stewardship funding. Long-term operational costs should be considered alongside initial project budgets to help ensure investments remain sustainable and effective over time.

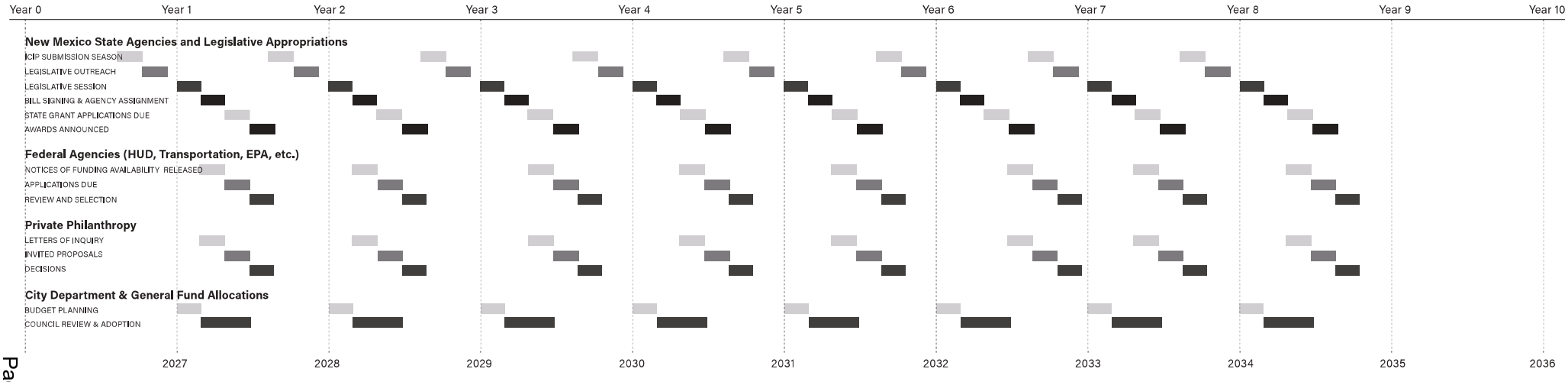
Local Funding Sources
Local funding sources, including City capital improvement programs, departmental budgets, Metropolitan Redevelopment Area (MRA) tools, and bond allocations, may support near-term projects such as park improvements, sidewalk repairs, planning studies, small-scale public realm investments, and neighborhood programming. Securing these funds often involves working directly with City departments, participating in public budgeting and capital planning processes, attending public hearings, and building support among City staff, boards, and elected officials. While local funding sources can be more responsive to community priorities than state or federal programs, they are often limited in scale and subject to annual budget cycles and competing priorities.

State Funding Sources
State funding opportunities frequently depend on legislative appropriations, capital outlay requests, and agency-administered grant programs. Acquiring state funding often requires collaboration with legislators, regional coalitions, tribal governments, or state agencies to advocate for projects during legislative sessions or grant review processes. Many state programs require detailed scopes of work, preliminary cost estimates, site control, and evidence of community benefit before funds are awarded. Some programs may only be accessible through eligible entities such as local governments, housing authorities, tribal governments, or nonprofit organizations, making partnerships an important component of implementation.

Federal Funding Sources
Federal funding programs through agencies such as HUD, EPA, DOT, FEMA, and others can support larger-scale housing, infrastructure, transportation, environmental, and resilience initiatives. These funding opportunities typically involve highly competitive grant applications requiring technical studies, environmental review, measurable impact metrics, and long-term implementation plans. Many programs also require matching funds, interagency coordination, and ongoing compliance and reporting obligations after award. In some cases, funding is available only to specific eligible applicants, requiring partnerships with local governments, nonprofit organizations, housing providers, tribal governments, or other qualified entities.

Private Philanthropic Funding
Private foundations and philanthropic organizations can provide flexible support for community engagement, pilot projects, stewardship activities, technical assistance, capacity building, and early-stage implementation efforts. Philanthropic funding can help organizations test ideas, strengthen partnerships, and leverage future public investment.

In many cases, philanthropic funding is awarded directly to nonprofit organizations, tribal governments, educational institutions, or other eligible entities rather than local governments. Successful implementation may therefore require partnerships with organizations capable of receiving and administering grant funds. Because philanthropic priorities frequently evolve, these opportunities are often highly competitive and dependent on alignment with specific program interests, geographic focus areas, and donor priorities.



Accountability and Plan-Wide Success Measures

Successful implementation of the Hopewell Mann Neighborhood Stabilization Plan will depend not only on advancing individual strategies, but on sustaining the relationships, partnerships, and systems that allow those strategies to endure over time.

As neighborhood conditions, funding opportunities, and public priorities evolve, the plan should function as a living framework that guides coordinated action, tracks progress, and keeps decision-makers accountable to the plan's vision.

Building on Existing Programs and Planning Efforts
Many strategies identified in this plan can advance by building on programs, partnerships, staff capacity, and funding streams already operating within Santa Fe. Rather than creating entirely new programs, implementation can often be accelerated by aligning existing efforts, strengthening coordination, and pooling resources. This chapter has identified where plan-specific initiatives can dovetail with existing programs.

To maintain continuity across departments and leadership transitions, neighborhood and corridor plans such as this one should be formally referenced and integrated into broader City planning frameworks where appropriate. Future updates to the General Plan, Land Development Code, capital improvement programs, and redevelopment policies can provide opportunities to embed neighborhood priorities into policy.

Shared Responsibility

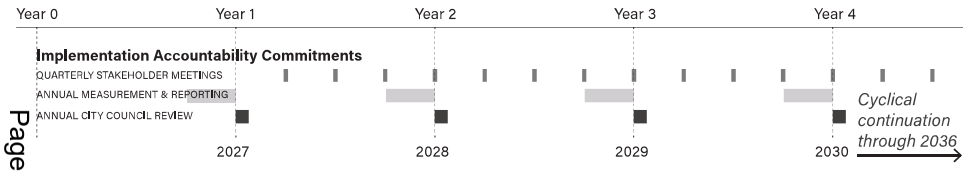
No single department, organization, or funding source can achieve neighborhood stabilization alone. While individual strategies identify lead implementors and approval authorities, successful implementation will require coordination among City departments, community organizations, residents, businesses, housing partners, and institutional stakeholders.

The Metropolitan Redevelopment Agency can play a key convening role by tracking progress, aligning investments, and supporting collaboration. However, long-term success depends on shared ownership and sustained engagement across the broader implementation network.

Maintaining Transparency and Institutional Memory
Neighborhood stabilization efforts often extend beyond election cycles, staffing changes, and funding priorities. To maintain continuity, implementation actions, commitments, and outcomes should be regularly documented and updated. Public reporting, annual implementation reviews, and ongoing communication can help keep neighborhood priorities visible and accessible over time. Clear records of progress, decisions, and responsibilities will help ensure the plan continues to guide action as leadership and funding conditions evolve.

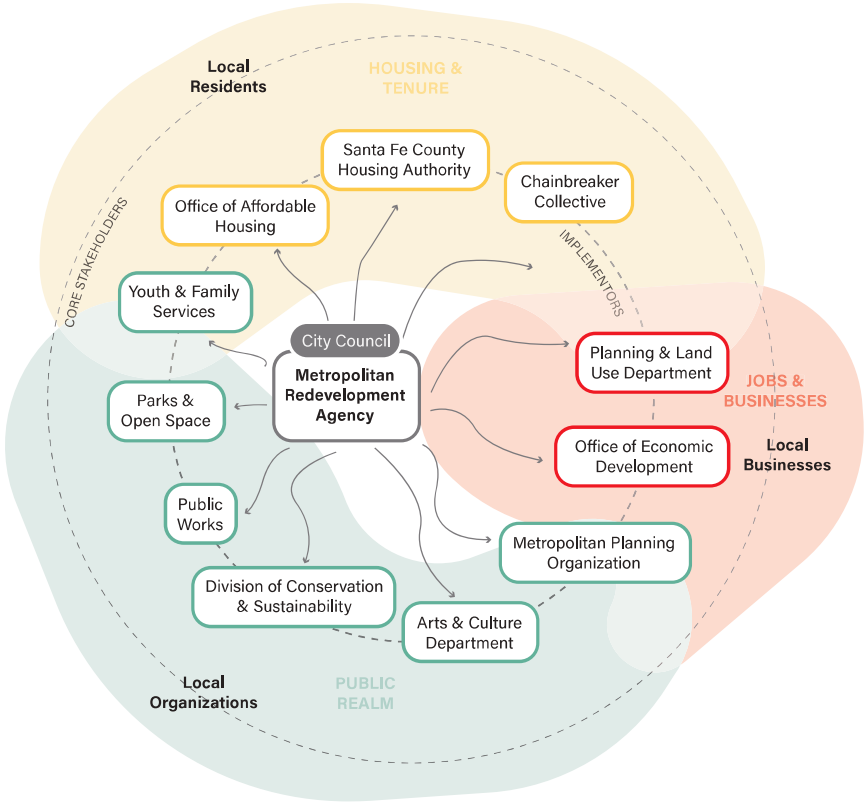
Local Partnerships and Stewardship
Community organizations, neighborhood leaders, residents, businesses, and institutional partners all have a role to play in advancing the plan's goals. As a shared framework for collaboration, advocacy, and accountability, the plan can help align investments, support problem-solving, and reinforce neighborhood stabilization priorities across multiple decision-making spaces. Ongoing participation by community members and local organizations will be essential to maintaining momentum and ensuring implementation remains responsive to neighborhood needs.

Phasing and Adaptability
Implementation should prioritize early actions that build momentum, strengthen partnerships, and demonstrate progress while longer-term funding, policy changes, and capital projects are pursued. Many strategies can begin through coordination, outreach, pilot projects, technical assistance, or funding applications. The phased implementation framework helps stakeholders sequence actions realistically while remaining flexible as opportunities emerge, allowing priorities to be revisited and refined over time without losing sight of the plan's broader vision.



Core Implementation Commitments
To support accountability, continuity, and long-term success, implementation should include:

- Commit funding to support a 50% FTE within the MRA to manage the implementation of the plan.
- Quarterly stakeholder coordination meetings among lead implementors and key partners.
- Annual implementation progress reports documenting accomplishments, challenges, and next steps.
- Annual City Council, Governing Body, or interdepartmental review sessions.
- Clear implementation matrices identifying lead implementors, approval authorities, and supporting partners.
- Publicly accessible tracking of key housing, economic, and public realm indicators.
- Ongoing community engagement, stewardship, and trust-building activities.
- Public-facing implementation materials that remain accessible beyond online portals alone.
- Consistent documentation, record-keeping, and knowledge transfer to maintain continuity through staff and leadership transitions.
- Integration of adopted neighborhood priorities into relevant updates to the General Plan, Land Development Code, capital improvement planning, and redevelopment initiatives.



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Appendix

This chapter includes supporting definitions, policy materials, reference documents, funding resources, and technical appendices that provide additional context for the plan's findings and recommendations.

Definitions

This glossary was developed throughout the community engagement process to help establish a shared understanding of key housing, economic development, public realm, and neighborhood stabilization concepts.

Area Median Income (AMI)
The midpoint of a region's income distribution, as annually calculated by the Department of Housing and Urban Development (HUD), used to determine eligibility for housing assistance programs.

Community Benefit Agreement (CBA)
A legally binding agreement between a developer and a community coalition that establishes specific public benefits to be provided as part of a development project, such as affordable housing, local hiring commitments, public space improvements, or community facilities.

Community Land Trust (CLT)
A nonprofit organization that acquires and stewards land for long-term community benefit. Community land trusts typically retain ownership of land while allowing homes or businesses on that land to remain permanently affordable through long-term ground leases and resale restrictions.

Community Wealth Building
Strategies that increase local ownership, economic opportunity, and long-term wealth creation for residents through tools such as homeownership, cooperative businesses, community land trusts, and local investment.

Complete Streets
A transportation planning and design approach that seeks to safely accommodate people of all ages and abilities whether walking, biking, taking transit, driving, or using mobility devices.

Displacement
The involuntary movement of residents, businesses, or community institutions from a neighborhood due to rising costs, redevelopment pressures, loss of affordable housing, changes in neighborhood conditions, or other economic and social forces.

Evictions
A legal process through which a landlord removes a tenant from a rented property. Evictions are a major cause of housing insecurity and can have lasting impacts on a household's housing stability, financial well-being, and health.

First-/Last-Mile Connections
The routes and infrastructure that help people travel between transit stops and their final destinations, such as homes, jobs, schools, parks, or services.

Gentrification
A process in which investment and demographic change increase property values and housing costs, often improving neighborhood amenities while creating displacement pressures for existing residents and businesses.

Housing Insecurity
A broad term used to describe a lack of secure or stable housing. It can include poor housing quality, high housing costs, homelessness, overcrowding, or unsafe and unhealthy living conditions.

Impact Framework
A planning framework that translates community values into goals, measurable outcomes, and coordinated strategies. In this plan, the Impact Framework is organized across three interconnected realms: Housing & Tenure, Jobs & Businesses, and Public Realm.

Incremental Development
Small-scale, phased investments or development projects that gradually add housing, businesses, or community amenities over time rather than relying on large, single-project redevelopment.

Inclusionary Housing
Policies that encourage or require a portion of new housing developments to be affordable to low- and moderate-income households.

Mixed-Use Development
Development that combines multiple uses, such as housing, retail, office, civic, or community space, within a single building or area.

Naturally Occurring Affordable Housing (NOAH)
Housing that is affordable to lower- and moderate-income households without direct public subsidy, often because of its age, size, location, or condition.

Neighborhood Stabilization
A coordinated set of policies, investments, and community-led actions intended to reduce displacement, preserve affordability, strengthen local assets, and improve quality of life for existing residents.

Public Realm
The network of publicly accessible spaces that support community life, including streets, sidewalks, parks, plazas, trails, transit stops, and civic spaces.

Rent Burden
The share of a household's income that goes toward paying rent. A household is considered rent burdened if it spends more than 30% of its gross income on rent and severely rent burdened if it spends more than 50%.

Structural Housing Inequality
Systemic barriers that prevent certain groups, particularly communities of color and low-income populations, from accessing safe, stable, and affordable housing due to historical and ongoing policies, practices, and patterns of disinvestment.

Transit-Oriented Development (TOD)
Compact, walkable development located near public transportation that supports access to housing, jobs, services, and amenities without relying primarily on automobiles.

Annotated Bibliography

The following annotated bibliography compiles and synthesizes the planning studies, policy reports, legal frameworks, and community-led research and reporting that informed the Hopewell Mann Neighborhood Stabilization Plan.

These reports, studies, plans, and articles produced between 2007 and 2025 by Chainbreaker Collective, the City of Santa Fe, Human Impact Partners, local journalists, research institutions, and other community organizations document long-standing patterns of housing instability, displacement risk, and neighborhood change in Hopewell Mann and the broader Santa Fe context.

Together they support the evidence base upon which this plan's goals, strategies, and implementation recommendations are built. Entries are organized across five thematic sections: (1) foundational policy and legal frameworks; (2) housing instability and eviction research; (3) neighborhood-specific analyses; (4) adjacent planning initiatives; and (5) key implementation and funding resources.

01 Foundational Policy & Legal Frameworks

These ordinances, resolutions, and legal frameworks constitute the formal policy infrastructure within which the Neighborhood Stabilization Plan operates. They represent the City's standing commitments to housing justice and the legal tools available to implement the plan's strategies.

City of Santa Fe Residents' Bill of Rights (Resolution No. 2015-65, July 2015)
Chainbreaker Collective (community organizer); City of Santa Fe Governing Body (adopting body). Available: chainbreaker.org/rbor

OVERVIEW
Passed unanimously by the Santa Fe City Council in July 2015 — with all councilors and the Mayor voting in favor — Resolution No. 2015-65 adopted the five pillars of housing justice developed through more than a year of grassroots organizing by the Chainbreaker Collective. The resolution emerged from input gathered from hundreds of community members through door-knocking, bus outreach, and neighborhood meetings, and was championed by lead sponsor Councilor Maestas alongside Councilors Bushee and Dominguez.

FIVE PILLARS

- Affordability — housing in Santa Fe should be affordable relative to household income and other reasonable expenses.
- Quality, Sustainability and Health — housing should contribute to individual, family, community, and planetary health.
- Accessibility, Fairness and Equity — housing must be made accessible to historically marginalized peoples and well integrated socially and geographically.
- Stability, Permanence and Protection from Displacement — Santa Feans' homes should be protected from irrational market forces and changes in government policy over the long term.
- Community Control — Santa Fe's housing should be controlled democratically, with special protections for low-income communities and communities of color.

RELEVANCE TO THE NSP
The Residents' Bill of Rights is the foundational policy expression of Hopewell Mann residents' housing justice priorities. The NSP's three core goals — protecting residents from displacement, preserving cultural identity, and ensuring equitable participation in Midtown's future — derive directly from these five pillars. The resolution also represents the political mandate for community-driven planning processes like this one, and should be cited in the NSP Introduction and Goals chapter.

Source-of-Income Nondiscrimination Ordinance (Ord. 2024-5 (SFCC 1987 §26-4); effective August 1, 2025)
City of Santa Fe Governing Body (sponsor: Councilors Cassutt and Castro). Available: santafenm.gov/affordable-housing/source-of-income-discrimination

OVERVIEW
Introduced in April 2024 and adopted by the City Council later that year, Ordinance 2024-5 prohibits housing discrimination based on a renter's lawful, verifiable source of income — including wages, Social Security, child support, pensions, Housing Choice Vouchers (Section 8), and other rental assistance. After a one-year implementation delay for landlord education and outreach, the ordinance took full effect August 1, 2025. Similar protections exist in Albuquerque and Las Cruces; a statewide bill died in committee in 2024. Santa Fe's Office of Affordable Housing administers the program in partnership with the City Attorney; Chainbreaker Collective provides bilingual outreach.

KEY PROVISIONS

- Unlawful to refuse to rent, impose different terms, or provide inferior services based on lawful income source, including housing vouchers (§26-4.3(H), §26-4.8(B)).
- Complaint portal allows anonymous tips or formal complaints; penalties up to $500/day for verified violations; cases may be referred to HUD or the NM Human Rights Bureau (§26-4.16, §26-4.20).
- Single-family and some owner-occupied units carry limited exemptions.

RELEVANCE TO THE NSP
Source-of-income discrimination is a documented barrier to housing access for Hopewell Mann's renter population, many of whom rely on housing vouchers. This ordinance is a direct implementation tool for H&T 2 (Tenant Protections & Housing Stabilization) and should be referenced in anti-discrimination outreach and legal referral strategies.

Affordable Housing Trust Fund (AHTF) and High-End Excise Tax (AHTF: Ord. 2007-23 (SFCC §26-3); Excise Tax: Ord. 18-18, Chapter 18.18; voter-approved November 2023; in effect October 27, 2025)
City of Santa Fe Office of Affordable Housing. Available: santafenm.gov/finance-2/high-end-excise-tax and santafenm.gov/affordable-housing/funding-opportunities

OVERVIEW
The Santa Fe Affordable Housing Trust Fund was established by Ordinance 2007-23 — the first of its kind in New Mexico and among the earliest municipal housing trust funds in the United States — following a 2006 New Mexico constitutional amendment authorizing public funds for affordable housing. The AHTF is governed by the New Mexico Housing Act (NMSA §§6-27-1 through 6-27-8) and administered by the Office of Affordable Housing, with annual spending priorities set by the Community Development Commission.

Annotated Bibliography (cont.)

STRUCTURE AND FUNDING

- All AHTF investments require a minimum 3:1 private match; no AHTF funds may be used for administration or overhead. The City has contributed approximately $3 million annually from the general fund. In its first several years, approximately $9 million in AHTF funds leveraged over $27 million in total affordable housing investment, impacting more than 2,500 households.
- In November 2023, Santa Fe voters approved — 73% in favor — the High-End Excise Tax (Ord. 18-18): a 3% tax on the portion of residential property sales exceeding $1 million, adjusted annually for inflation. Projected to generate up to $6 million annually for the AHTF.
- The excise tax was challenged (First Judicial District Court injunction, 2024) and upheld by the New Mexico Court of Appeals on October 27, 2025, at which point collections began. The tax is codified at SFCC Chapter 18.18, sponsored by Councilors Cassutt and Villarreal.
- The AHTF supports affordable housing development, acquisition, rehabilitation, down-payment assistance for low-income homebuyers, rental subsidies, and homelessness prevention. Trust funds are awarded through annual competitive RFP processes open to nonprofit and for-profit applicants.

RELEVANCE TO THE NSP

The AHTF is the most significant local funding tool for NSP implementation. It is identified as a primary funding source for H&T 2 (Tenant Protections), H&T 4 (New Homeownership Pathways), H&T 7 (Transitional Housing), H&T 8 (Community Land Trust), and H&T 9 (Affordable Housing Partnerships). The excise tax — now in full effect — substantially increases the fund's capacity and provides a durable, growing revenue stream tied directly to the luxury real estate market driving displacement pressure.

City of Santa Fe COVID-19 Emergency Declarations and Eviction Moratorium Orders (March 2020 – June 2022)

City of Santa Fe Mayor's Office; issued under SFCC §20-1 (Emergency Declaration Ordinance). Full text: santafenm.gov/covid-19

OVERVIEW

Beginning in March 2020, the City of Santa Fe issued a series of Emergency Declarations under its Emergency Declaration Ordinance (SFCC §20-1), which authorizes the Mayor to prohibit or require certain actions to protect life and property during declared emergencies. These orders imposed a moratorium on residential evictions for tenants unable to pay rent due to COVID-19 financial hardship — a step the City took before both the New Mexico Supreme Court and federal government acted — and were extended through multiple iterations over two years. Emergency Declaration XII (September 27, 2021) represents one of the final formal moratorium iterations. The moratorium ended June 1, 2022.

KEY PROVISIONS ACROSS DECLARATIONS

- Prohibited landlords from taking action toward evicting residential tenants unable to pay rent due to COVID-19; explicitly did not waive the underlying obligation to pay rent, and directed landlords and tenants to pursue payment plans and relief fund applications.
- Included a parallel moratorium on City water shut-offs for non-payment, with customers directed to contact the Water Utility for payment arrangements.
- Electronic signatures accepted on legal documents (including contracts, ordinances, and resolutions) to facilitate emergency administration (Emergency Declaration XII).
- City of Santa Fe Economic Relief Fund distributed $3.6 million in federal emergency cash assistance directly to residents during the moratorium period.

RELEVANCE TO THE NSP

The COVID-era moratorium demonstrated the City's legal capacity to intervene in landlord-tenant relations to prevent mass displacement under emergency conditions, and established administrative precedents for direct financial assistance and enforcement reform. However, research by Chainbreaker and Human Impact Partners documented that the moratorium's protections were incomplete — some landlords evaded compliance — and its termination in June 2022 resulted in renewed eviction filings. The NSP's tenant protection strategies (H&T 2) build on these lessons, recommending permanent civil enforcement mechanisms, proactive outreach, and durable renter protections that do not expire.

Fair Housing Legal Framework: Federal, State, and Local Protections (Ongoing)

U.S. Department of Housing and Urban Development; State of New Mexico; City of Santa Fe; Santa Fe County. Primary references: 42 U.S.C. §3601 et seq.; NMSA §§28-1-1 to 28-1-15; SFCC §26-4; Santa Fe County SLDC Chapter 13

OVERVIEW

Hopewell Mann residents are protected by a layered framework of federal, state, and local fair housing law. The four primary instruments are:

- Federal Fair Housing Act of 1968 (42 U.S.C. §3601 et seq.) — prohibits discrimination in the sale, rental, and financing of housing based on race, color, national origin, religion, sex, familial status, and disability.
- New Mexico Human Rights Act (NMSA §§28-1-1 to 28-1-15) — mirrors and extends federal protections under state law, and is incorporated into Santa Fe County's Sustainable Land Development Code (SLDC Chapter 13: Fair and Affordable Housing).
- City of Santa Fe Source-of-Income Nondiscrimination Ordinance (Ord. 2024-5, SFCC §26-4) — extends local fair housing protections to cover housing vouchers and all lawful income sources, effective August 1, 2025 (detailed entry above).
- City of Santa Fe Affordable Housing Code (SFCC Chapter 14, §14-5.5-2) — includes fair and affordable housing provisions applicable to the Midtown LINC Overlay District and other development contexts, including inclusionary requirements and prohibited uses.

RELEVANCE TO THE NSP

Fair housing compliance is both a legal obligation and a strategic foundation for the NSP. Hopewell Mann's majority-Latino, majority-renter population is among those most exposed to housing discrimination, and the neighborhood's history of disinvestment reflects patterns of systemic inequity that fair housing law is designed to address.

Midtown Community Development Plan and MRA Creation — NSP Mandate (Res. No. 2023-5 (Community Development Plan, January 25, 2023); Ord. No. 2023-21 (MRA creation, August 9, 2023); Res. No. 2025-42 (MRA Designation))

City of Santa Fe Governing Body. Available: santafenm.gov/community-development/metropolitan-redevelopment-agency

OVERVIEW

The Midtown Community Development Plan was adopted on January 25, 2023 by Resolution No. 2023-5, alongside the Midtown Master Plan (adopted December 1, 2022). Together, these documents set the City's vision for redevelopment of the former

Annotated Bibliography (cont.)

Santa Fe University of Art and Design campus — a 64-acre city-owned site — as a sustainable, mixed-use district with affordable housing, job creation, cultural vitality, and community stability as stated policy goals. The Metropolitan Redevelopment Agency (MRA) was subsequently created by Ordinance No. 2023-21 on August 9, 2023, and the formal MRA Designation was adopted by Resolution No. 2025-42.

NSP MANDATE

The Community Development Plan explicitly acknowledged displacement risks in adjacent neighborhoods and required a Neighborhood Stabilization Plan for Hopewell Mann as a condition of Midtown redevelopment proceeding. This mandate led to a competitive RFP process in 2024 and the award of the NSP contract to MASS Design Group in collaboration with Chainbreaker Collective, the Santa Fe Indigenous Center, and Ideas & Action. The 'Development Without Displacement' framework — championed by Chainbreaker since 2018 — was adopted as the stated goal of this effort at the time of commissioning.

RELEVANCE TO THE NSP

These documents are the direct legal and political authorization for the Hopewell Mann Neighborhood Stabilization Plan. They establish the NSP's mandate within the formal governance structure of the Midtown MRA and obligate the City to prioritize stabilization alongside redevelopment. The MRA's financing tools — tax increment, fee revenues retained within the district, and development agreements — are identified as potential funding vehicles for NSP strategies (H&T 9, J&B 7, PR 9).

02 Housing Instability & Eviction Research

Three sequential studies led by the Chainbreaker Collective and Human Impact Partners document the acute and chronic nature of housing instability in Santa Fe. Each builds on the last and together constitute the primary research base for the plan's housing protection strategies.

Evictions in the COVID-19 Era: A Threat to Family and Community Health in Santa Fe (December 2020)

Chainbreaker Collective and Human Impact Partners. Research Director: Sukhdip Purewal Boparai. Available: humanimpact.org/hipprojects/santa-fe-evictions

KEY FINDINGS

- Santa Fe has 35,593 housing units, nearly 40% renter-occupied. Roughly 50% of renters are rent burdened (≥30% income on housing); 96% of low-income renter households are rent burdened.
- A two-bedroom apartment requires an annual income of ~$42,280 — nearly $1,000 more than the median renter income of $41,375. A minimum-wage renter must work 58 hours per week to afford a two-bedroom unit.
- 2017 Community Survey: 74% feared rent would become unaffordable; 25% feared eviction; 17% had moved involuntarily in the past year. 400 eviction claims filed in 2016; 40% resulted in eviction.
- Short-term rentals grew 380% over three years, reaching ~1,400 units — exceeding the city's 1,000-unit cap, with ~500 unlicensed. 90% of Santa Fe residents identify affordable housing as a top priority.

RELEVANCE TO THE NSP

Establishes the pre-pandemic baseline for housing instability in Santa Fe and directly informs the plan's displacement risk analysis for Hopewell Mann. The City's proactive eviction moratorium — taken before state and federal action — is cited as a policy precedent for emergency intervention.

Evictions in the COVID-19 Era: Successes and Limitations of Moratoria to Keep People Housed and Healthy in Santa Fe (April 2021)

Chainbreaker Collective and Human Impact Partners. Available: humanimpact.org/hipprojects/santa-fe-evictions

KEY FINDINGS

- 58% of Santa Fe renters experienced income loss due to COVID-19; 31% fell behind on rent; 22% had no confidence in ability to pay the following month's rent; 87% had difficulty paying usual household expenses.
- 81% felt nervous or anxious; 77% felt down or depressed. Evicted individuals are 1.5× more likely to die from any cause. 94% of those struggling to pay expenses reported poor health.
- Disparities: 53% of Latino households, 58% of households with children, and 56% of households earning under $35K experienced income loss. 349 homeless households in Santa Fe as of August 2020, including 176 chronically homeless.

KEY RECOMMENDATIONS

- Extend and strengthen the moratorium to cover no-fault evictions and lease non-renewals; shift enforcement from law enforcement to building-code inspectors; implement landlord licensing; fund a tenant rights hotline; institutionalize direct cash assistance; provide mediation services; forgive city water utility debt.

RELEVANCE TO THE NSP

Demonstrates that housing stabilization is a public health intervention. Its recommendations for landlord licensing, tenant rights infrastructure, and direct financial assistance align directly with H&T 2 and related strategies in Chapter 4.

Beyond Recovery: Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe (August 2021)

Chainbreaker Collective and housing coalition partners (Santa Fe Housing Action Coalition). Available: santafehousingaction.org

KEY FINDINGS

- Santa Fe's eviction moratorium ended June 1, 2022. Some landlords continued evicting tenants by evading or violating moratorium provisions. Effective housing policy has been hampered by a persistent lack of publicly available, consistent eviction data.

KEY RECOMMENDATIONS

- Pass permanent tenant protections: just-cause eviction standards, source-of-income nondiscrimination (since adopted as Ord. 2024-5), expungement of COVID-19 debts, affordable security deposits, and tenant relocation assistance.
- Create a landlord licensing and rental registry; expand access to legal counsel during eviction proceedings; fund a tenant rights hotline; provide regularly updated court eviction data.
- Achieve community ownership through capacity-building, policy, and funding tools; create a model for community ownership in the Midtown Project; create a development-without-displacement overlay district.

RELEVANCE TO THE NSP

The most comprehensive pre-NSP housing policy framework for Santa Fe. Its call for permanent tenant protections, a development-without-displacement overlay, and community ownership models directly shapes Chapter 4 housing and regulatory strategies. Several of its recommendations — particularly Ord. 2024-5 — have since been adopted, demonstrating the policy pathway this report helped open.

Annotated Bibliography (cont.)

03 Neighborhood-Specific Analyses

These studies focus specifically on Hopewell Mann and adjacent Santa Fe neighborhoods, documenting the community's social fabric, demographic vulnerabilities, and trajectory of change across two decades.

Health, Healing and Housing in Santa Fe: Community Land Trusts, Midtown and a Vision for Post-Pandemic Development (September 2020)
Chainbreaker Collective and Human Impact Partners.

KEY FINDINGS
- Up to 5,700 renter households were at high eviction risk due to COVID-related job loss. Broader estimates placed 10,200 (base case) to 16,900 (stress case) households at risk citywide.
- Neighborhoods at highest risk included Downtown, Hopewell-Mann, and the Airport Road Corridor, where rent burden ranges from 25–51%. New Mexico scored 0.53 out of 5.00 on Eviction Lab's COVID housing policy scorecard — among the weakest in the nation.
- Provides the city's first structured analysis of Community Land Trusts as a stabilization tool: land is acquired by the CLT; homeowners purchase only the structure; land is leased via a 99-year renewable agreement; resale affordability covenants pass permanently to future buyers.

RELEVANCE TO THE NSP
Geographically implicates Hopewell Mann as a high-priority stabilization area and provides the conceptual and policy foundation for H&T 8 (Community Land Trust strategy).

Equitable Development & Risk of Displacement: Profiles of Four Santa Fe Neighborhoods (August 2015)
Chainbreaker Collective.

KEY FINDINGS — HOPEWELL MANN
- Lowest median household income in Santa Fe; 36% of households lived in poverty (2013); 60% burdened by housing costs; 25% of residents under 18.
- Between 2000 and 2009, median income declined 44.2% while housing cost burden increased 73%. Only 0.3 acres of park space per 1,000 residents. 28% of citywide park and trails funding was allocated to Hopewell Mann — a relative investment strength at the time.
- Threats identified: introduction of upscale retail; pedestrian and bike infrastructure improvements that, without equitable investment, can accelerate gentrification.

RELEVANCE TO THE NSP
Provides the earliest longitudinal baseline for Hopewell Mann and confirms that current vulnerabilities are structural and predate COVID-19. Identified the neighborhood alongside Downtown and Airport Road as a top displacement risk area more than a decade before the NSP was commissioned.

Back to the Barrio: Hopewell Mann (December 2017)
By by Alicia Inez Guzmán, Santa Fe Reporter

KEY FINDINGS
- Hopewell Mann, once on the edge of the city, now occupies a central geographic position — surrounded by three major arterials and bisected by the Rail Runner corridor. Its mix of century-old adobe homes, cinder block construction, and decorative wrought iron constitutes a culturally significant architectural vernacular.
- The Chainbreaker Collective (then 600 dues-paying members) served as the neighborhood's primary civic institution, representing its most active vehicle for housing advocacy and transportation justice.

RELEVANCE TO THE NSP
Captures Hopewell Mann's character and position at a pivotal pre-Midtown moment. Frames the neighborhood's centrality — now surrounded by development pressure — as both a vulnerability and a source of leverage for community-driven planning.

04 Adjacent Planning Initiatives

These plans and regulatory frameworks govern land use, transportation, and economic development in and around Hopewell Mann. They represent the institutional context within which the NSP must operate and, in several cases, the leverage points through which its strategies can be advanced.

Midtown Master Plan and Community Development Plan (Master Plan: adopted December 1, 2022; Community Development Plan: Res. No. 2023-5, January 25, 2023)
City of Santa Fe. Available: santafenm.gov/community-development/metropolitan-redevelopment-agency/plans

OVERVIEW
The Midtown Master Plan and its companion Community Development Plan set the vision and binding standards for redevelopment of the former Santa Fe University of Art and Design campus — a 64-acre city-owned site at the geographic center of Santa Fe. The Community Development Plan (Res. 2023-5) establishes policies and public benefits organized around four pillars: sustainability, equity, economy, and culture. It is the document that created the explicit requirement for a Neighborhood Stabilization Plan for Hopewell Mann.

KEY PROVISIONS
- Commits to affordable housing, job creation, cultural vitality, and community stability as conditions of Midtown redevelopment.
- Guided by LEED-ND sustainability standards; requires green infrastructure including bioswales, permeable paving, and stormwater management.
- Establishes form-based zoning standards consistent with the existing LINC Overlay, including a 62-foot height limit, mixed-use requirements, and design standards for streets and public space.
- Explicitly acknowledges displacement risks in adjacent neighborhoods — including Hopewell Mann — and mandates a Neighborhood Stabilization Plan as a condition of implementation.

RELEVANCE TO THE NSP
Development at Midtown places direct development pressure on Hopewell Mann. The NSP is commissioned as a companion document to ensure Midtown reinvestment does not displace existing residents. MRA financing tools — tax increment, development agreements, fee revenues — are potential funding vehicles for multiple NSP strategies.

Annotated Bibliography (cont.)

Metropolitan Redevelopment Area (MRA) Designation Report (Ord. No. 2023-21 (MRA creation, August 9, 2023); Res. No. 2025-42 (MRA Designation))
City of Santa Fe Metropolitan Redevelopment Agency. Available: santafenm.gov/2025-42_(R)_Midtown_Metropolitan_Redeveoplment_Area_Designation.pdf

OVERVIEW
The Metropolitan Redevelopment Agency was established by Ordinance No. 2023-21 on August 9, 2023, creating the City's Metropolitan Redevelopment Code and the MRA Commission to guide redevelopment. The formal MRA Designation of the Midtown District was adopted by Resolution No. 2025-42. The MRA designation confers a suite of targeted reinvestment tools, including tax increment financing and the legal authority to enter into development agreements, negotiate land values, and access the State's Local Economic Development Act (LEDA).

KEY PROVISIONS
- The Midtown MRA adopts base zoning consistent with the LINC Overlay, with expanded permitted uses (multi-family housing) and new prohibitions (no new sexually-oriented businesses, scrap yards, or gas stations), as specified in SFCC §14-5.5-2.
- Tax increment and fee revenues generated within the MRA district are retained within the district, creating a dedicated reinvestment fund. The Midtown Arts and Design Alliance (MADA) was awarded a 50-year ground lease in 2026 as the first major MRA development agreement.

RELEVANCE TO THE NSP
The MRA Designation Report provides the most current and comprehensive statement of the Midtown governance and financing structure. Its tools — particularly tax increment and LEDA authority — are identified in Chapter 5 as potential funding mechanisms for housing and commercial stabilization strategies in Hopewell Mann.

Midtown Community Engagement Process and Reports (2018–2022)
City of Santa Fe; community engagement led by multiple phases of public participation. Primary contact: City of Santa Fe Community and Economic Development Department.

OVERVIEW
The Midtown Community Development Plan and Master Plan were the product of an extensive multi-year public engagement process dating to 2018, when the City first announced plans to redevelop the former SFUAD campus. Engagement phases included the RE:Mike St. Michael's Drive corridor planning process (2012), the Midtown Planning Guidelines (adopted by Governing Body resolution in 2018), community input sessions led by the Santa Fe Art Institute, and the planning commission and governing body hearings culminating in the December 2022 and January 2023 plan adoptions. The Midtown Arts and Design Alliance (MADA) was formed through this process as a community-rooted development entity.

KEY THEMES FROM COMMUNITY INPUT
- Affordable housing and protection of adjacent low-income neighborhoods were the most frequently cited community priorities throughout the engagement process.
- Cultural vitality, arts infrastructure, and local economic opportunity were emphasized alongside housing as conditions for community support of redevelopment.
- Chainbreaker Collective and neighborhood advocates consistently raised displacement concerns and advanced 'Development Without Displacement' as the organizing frame — a position ultimately incorporated into the Community Development Plan's stated goals.

RELEVANCE TO THE NSP
The Midtown engagement record establishes that 'Development Without Displacement' was a broadly held community priority well before the NSP was commissioned. It provides continuity between prior community voice and the NSP's community-driven process, and should be cross-referenced in the Introduction and Chapter 2 to demonstrate that the NSP responds to years of resident advocacy — not just a planning requirement.

Midtown Local Innovation Corridor (LINC) Overlay District (Ordinance No. 2016-39 (establishing); Ordinance No. 2019-19 (amending); SFCC §14-5.5)
City of Santa Fe Land Use Department. Summary document: sfar.com/wp-content/uploads/2019/03/MIDTOWN_LINC_Summary_Presentation_1-19-17.pdf

OVERVIEW
The Midtown LINC Overlay District was established by Ordinance 2016-39 and subsequently amended by Ordinance 2019-19. The overlay applies along a 1.25-mile stretch of St. Michael's Drive between Cerrillos Road and St. Francis Drive, and was designed to spur mixed-use development, incentivize multi-family housing, and improve pedestrian and bicycle connectivity between the SFUAD campus area and Christus St. Vincent Medical Center. The Midtown Master Plan and its form-based zoning are consistent with and build upon the LINC Overlay framework, which was recognized through Resolution 2011-18 as a priority corridor for mixed-use development.

KEY PROVISIONS
- Incentivizes qualifying residential projects (multi-family) and non-residential uses by streamlining entitlement, removing parking minimums, and enabling higher density (no maximum residential density for qualifying projects; 62-foot height limit).
- Prohibits new low-activity uses (scrap yards, sexually-oriented businesses, gas stations). Requires a 25-foot rear yard buffer where parcels abut existing residential uses — a provision relevant to Hopewell Mann's interface with the district.
- Fees generated within the LINC Overlay remain within the Midtown District.
- Where LINC and South Central Highway Corridor overlay districts overlap, the SCHC building height restrictions govern.

RELEVANCE TO THE NSP
The LINC Overlay is the land use instrument that most directly shapes development patterns adjacent to Hopewell Mann. Its incentives for density and mixed use along St. Michael's Drive increase land values and development pressure on the neighborhood's edges. The NSP treats LINC as context to be monitored — its streetscape and connectivity improvements could benefit Hopewell Mann residents if implemented equitably, but pedestrian, bike, and commercial upgrades should be evaluated against whether they primarily serve incoming populations rather than existing ones.

Annotated Bibliography (cont.)

Santa Fe Metropolitan Planning Organization (MPO) — Long-Range Transportation Plan and Safety Projects (Ongoing)
Santa Fe MPO. Available: santafempo.com

KEY FINDING — HOPEWELL MANN
Portions of the Hopewell Mann neighborhood are designated environmental justice areas and high transit-dependence zones under federal planning requirements, reflecting the concentration of low-income households who rely on public transportation and have limited access to private vehicles. The MPO's safety upgrade investments — including pedestrian crossings and transit access improvements — present a near-term opportunity to improve connectivity for Hopewell Mann residents.

RELEVANCE TO THE NSP
Transit access is a direct determinant of economic opportunity for Hopewell Mann residents. The MPO's environmental justice designations provide a legal and policy basis for prioritized investment in the neighborhood (PR 1, PR 6) and should be leveraged in coordination with the City's infrastructure planning for Midtown.

City of Santa Fe General Plan Update (Santa Fe Forward) (In progress, 2024–2026)
City of Santa Fe Land Use Department. Available: santafenm.gov/land-use

OVERVIEW
An update to Santa Fe's General Plan is underway under the banner of Santa Fe Forward, with particular focus on housing affordability, zoning modernization (missing middle housing, parking reform, by-right approvals), and land use alignment with community needs. The Land Use Department is actively engaging affordable housing developers, equity advocates, and neighborhood groups throughout the update process.

RELEVANCE TO THE NSP
The General Plan update is a critical window for embedding Hopewell Mann's priorities into citywide policy. NSP strategies H&T 1 (Zoning Reform) and related land use recommendations should be actively coordinated with the Santa Fe Forward process to maximize policy alignment and avoid duplication. The NSP team has flagged this for standing coordination with the Planning and Land Use Department.

05 Implementation Resources & Precedents

These resources include implementation frameworks, key precedents, and funding references that inform specific NSP strategies and are recommended for citation in the plan's appendix or strategy sheets.

Development Without Displacement — Framework and Loan Fund Model (Ongoing; concept championed locally by Chainbreaker Collective since 2018)
Chainbreaker Collective; City of Santa Fe. Related national resources: Grounded Solutions Network (groundedsolutions.org); PolicyLink Anti-Displacement Toolkit (policylink.org).

OVERVIEW
'Development Without Displacement' (DWOD) is the organizing framework adopted by Chainbreaker Collective, the City of Santa Fe, and this NSP to describe the goal of Midtown redevelopment: that investment in the area should benefit — not displace — Hopewell Mann's existing residents and businesses. Chainbreaker has championed this frame publicly since 2018, when the City first announced Midtown redevelopment plans, and it was formally incorporated into the Midtown Community Development Plan (Res. 2023-5) and the NSP's commissioning process.

A Development Without Displacement Loan Fund is a targeted capital tool designed to help community-serving organizations, small businesses, nonprofits, and community land trusts in gentrifying neighborhoods access low-cost financing for property acquisition, stabilization, or adaptive reuse — before speculative displacement makes land unaffordable. Such funds typically combine low-interest revolving loans with predevelopment technical assistance, and are capitalized through public sources (CDBG, MRA revenues, state capital outlay), philanthropic grants, and mission-aligned CDFIs.

RELEVANCE TO THE NSP
The DWOD framework is the conceptual spine of the entire NSP. A DWOD Loan Fund or pre-development capital program is directly relevant to H&T 5 (Housing Rehabilitation & Adaptation), among other initiatives. The Dudley Street Neighborhood Initiative model below provides the primary national precedent for this approach.

Dudley Street Neighborhood Initiative (DSNI) / Dudley Neighbors, Inc. — Boston, Massachusetts (Founded 1984; Community Land Trust established 1988)
Dudley Street Neighborhood Initiative (dsni.org); Dudley Neighbors, Inc. (cltweb.org/case-studies/dudley-neighbors-inc). Documentary: 'Gain Ground' (1996).

OVERVIEW
The Dudley Street Neighborhood Initiative is a community-based organization in the Roxbury and North Dorchester neighborhoods of Boston — a multilingual, majority low-income community of approximately 25,000 African-American, Latino, Cape Verdean, and white residents — that has become the primary national model for community-controlled 'Development Without Displacement.' Founded in 1984 by residents responding to decades of disinvestment, arson, and illegal dumping, DSNI developed a comprehensive community plan through a participatory process involving over 200 residents and then made history in 1988 by becoming the first and only community-based nonprofit in the United States to be granted eminent domain authority over abandoned land by a city redevelopment authority.

KEY FEATURES OF THE MODEL
- Dudley Neighbors, Inc. (DNI), the Community Land Trust arm of DSNI, was established in 1988 and today stewards more than 30 acres of land in the neighborhood, including 227 units of permanently affordable housing, an urban farm, a greenhouse, commercial buildings, and parks — governed by a resident-elected board.
- The Dudley Neighborhood Revitalization Plan (1987) established 'Development Without Displacement' as the organizing framework — the same framing adopted by Chainbreaker Collective and the City of Santa Fe for Hopewell Mann.
- The City of Boston granted the DNI eminent domain authority through General Laws Chapter 121A, allowing the community land trust to condemn and acquire vacant lots for affordable housing — a power unprecedented for a community-based nonprofit.
- DSNI has been recognized by the United Nations and the MacArthur Foundation and has expanded its model through the Greater Boston CLT Network, supporting emerging CLTs across the region.

Annotated Bibliography (cont.)

PARALLEL CONDITIONS TO HOPEWELL MANN
The Hopewell Mann context closely mirrors DSNI's founding conditions: a majority-Latino, low-income renter community adjacent to major urban redevelopment investment, with strong community organizing capacity, a history of policy advocacy, and a clear articulation of the development-without-displacement goal. DSNI demonstrates that community-controlled land stewardship, combined with public partnership, can preserve permanently affordable housing at meaningful scale over multiple decades.

RELEVANCE TO THE NSP
DSNI/DNI is cited directly in H&T 8 (Community Land Trust strategy) as the primary national precedent. It provides the most robust evidence available that the CLT model, when paired with community organizing capacity and public partnership, can deliver lasting anti-displacement outcomes in neighborhoods facing the same pressures as Hopewell Mann.

Santa Fe Housing Action Coalition (SFHAC) — Resources and Reports (Ongoing)
Santa Fe Housing Action Coalition (santafehousingaction.org). Members include Chainbreaker Collective, Homewise, Habitat for Humanity, and other housing advocates.

OVERVIEW
The Santa Fe Housing Action Coalition coordinates housing advocacy, policy analysis, and public education across member organizations. SFHAC has produced accessible summary resources on the Affordable Housing Trust Fund, COVID-era housing relief programs, renter protections, and fair housing — serving as a public-facing reference point for the City's housing policy landscape. Chainbreaker Collective's membership in SFHAC connects NSP implementation to a broader coalition of organizations with shared goals.

RELEVANCE TO THE NSP
SFHAC represents a key implementation partner for outreach, education, and advocacy strategies across the NSP. Its member organizations — Homewise, Habitat for Humanity, SFHA, and others — are identified as strategic partners throughout Chapter 4 and the Chapter 5 implementation matrix. SFHAC's public-facing resources are recommended as accessible references for the NSP appendix.

Key Federal, State, and Local Funding References for NSP Implementation (Ongoing)

OVERVIEW
The NSP implementation strategies draw on the following funding programs, each referenced in Chapter 5 and the Implementation Matrix. This entry provides a consolidated reference for grant writers, partner organizations, and City staff coordinating implementation.

- HUD Community Development Block Grant (CDBG) — Annual formula grant to Santa Fe as an entitlement community; primary flexible source for housing rehab, tenant services, and small business support. Annual RFP administered by the City's Office of Affordable Housing.
- HUD HOME Investment Partnerships — Formula grants for affordable housing production and homeownership assistance; relevant to H&T 4, H&T 9.
- Low-Income Housing Tax Credits (LIHTC) — Primary federal financing tool for affordable rental housing development; administered by the NM Mortgage Finance Authority; relevant to H&T 8, H&T 9.
- NM Mortgage Finance Authority (MFA/NMFA) — State housing finance agency administering federal and state programs including rehab funds, down-payment assistance, weatherization, and planning grants. Required for LIHTC and HOME applications.
- HUD Continuum of Care (CoC) and HOME-ARP — Federal grants for homelessness and transitional housing; relevant to H&T 7.
- EPA Environmental Justice / Climate Grants and FEMA BRIC (Building Resilient Infrastructure and Communities) — Infrastructure resilience funding for stormwater, greenway, and climate adaptation strategies; relevant to PR 4, PR 5.
- NM State Capital Outlay — Legislative appropriations for one-time capital investment; requires ICIP submission each fall and legislative advocacy during the session. Relevant to larger infrastructure and housing capital investments.
- SBA / SBDC — Technical assistance and capital access for small businesses; relevant to J&B 3, J&B 4.
- CDBG Microenterprise and NM Economic Development Division Grants — Targeted small business funding; relevant to J&B 3, J&B 5.
- New Markets Tax Credits (NMTCs) — Federal credits supporting investment in low-income communities; relevant to J&B 7 (Neighborhood Commercial Hubs), J&B 8 (Community Wealth Building).
- MRA Tax Increment and Development Agreement Revenues — Retained within the Midtown District; a primary local tool for infrastructure and affordable housing investment tied to Midtown redevelopment.

NOTE ON FUNDING COORDINATION
Most NSP strategies require stacking multiple funding sources across budget cycles. Chapter 5 describes the funding calendar — including ICIP submission seasons, federal NOFA cycles, state legislative sessions, and philanthropic RFP windows — and outlines the coordination and sequencing approach for advancing strategies from planning to implementation.

Report produced by

MASS.

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FIR No. 10770.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the Hopewell Mann Neighborhood Stabilization Plan

Sponsor(s): Mayor Michael Garcia, Councilor Elizabeth Barrett, Councilor Paul Bustamante

Reviewing Department(s): Metropolitan Redevelopment Agency

Staff Completing FIR: Carly Venditti, MRA Deputy Director **Date:** 7/28/2026 **Phone:** (505) 795-0675

Reviewed by City Attorney: Marcos D. Martínez **Date:** 08/12/2026

Marcos D. Martínez (Aug 12, 2026 10:41:19 MDT)

Reviewed by Finance Director: **Date:** 08/12/2026

Summary:

The proposed resolution would adopt the Hopewell Mann Neighborhood Stabilization Plan, a community-driven plan that identifies strategies, policies, and actions to preserve housing affordability, support residents and businesses, improve infrastructure and public safety, expand economic opportunity, and strengthen long-term neighborhood stability. The Midtown Community Development Plan, adopted in 2023, identified neighborhood stabilization as a key strategy to promote housing affordability, minimize displacement, and support long-term community stability. It specifically calls for a community-driven Neighborhood Stabilization Plan for the Hopewell Mann neighborhood due to the redevelopment pressures associated with the Midtown redevelopment project.

Departments Affected:

Metropolitan Redevelopment Agency, Land Use Department and Affordable Housing Division, Office of Economic Development, Public Works Department, Metropolitan Planning Organization, and the Sustainability Division.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City of Santa Fe will be out of compliance with the direction of the Midtown Community Development Plan.

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

Midtown Master Plan, adopted by Resolution No. 2022-68 and Midtown Community Development Plan, adopted by Resolution No. 2023-5 (plans collectively known as the Midtown Redevelopment Plans); Resolution No. 2024-8 amended the Midtown Community Development Plan; and Resolution No. 2025-42 designated a Metropolitan Redevelopment Area and as established by Attachment A, entitled “Midtown Metropolitan Redevelopment Plan: Designation Report”.

Performance and Administrative Implications:
Administrative implications include quarterly meetings with departments affected to share updates, policy, and affiliated programming to coordinate implementation and efforts.

Fiscal Implications:
N/A

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2027	FYE 2028	FYE 2029	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Signature:

Email: akphillips@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: July 30, 2026

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

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez

Via: Sam Burnett, Public Works Director

RE: Santa Fe Trails 2026 Updated Requirements for Public Transportation Agency Safety Plan

---

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails 2026 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA") for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration ("FTA") published the Public Transportation Agency Safety Plan's ("PTASP") Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants (49 U.S.C. § 5307) to implement Safety Management Systems ("SMS"). The PTASP rule became effective on July 19, 2019. Santa Fe Trails PTASP was approved by the Governing Body on December 9, 2020, and was subsequently submitted to FTA to fulfill this requirement.

The plan was then updated in January 2023 to include changes to the Public Transportation Agency Safety Plan (PTASP) requirements enacted under the Bipartisan Infrastructure Law. As a result, transit agencies that receive Section 5307 funding and serve urbanized areas with populations under 200,000 are required to develop their Agency Safety Plans (ASPs) in cooperation with frontline employee representatives. On April 9, 2024, FTA published the first major update to the Public Transportation Agency Safety Plans (PTASP) regulation. These updates are a part of a continuing effort to improve transit safety performance on federally supported transit systems, and PTASP is the first rule finalized by FTA under the Bipartisan Infrastructure Law requirements to make transit safer for both transit workers and passengers.

The 2025 plan was reviewed by staff and the 2026 plan was updated to include new data and language revisions in full cooperation with frontline employee representatives and is intended to

ensure compliance while continuing to prioritize the safety and well-being of transit personnel and riders. The updated plan also includes updates addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets, and the consideration of infectious disease data from the CDC or state health authorities.

ATTACHMENTS:

Resolution
Fiscal Impact Report
2026 Updated Public Transit Agency Safety Plan

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Patricia Feghali

A RESOLUTION

APPROVING THE UPDATED SANTA FE TRAILS AGENCY SAFETY PLAN AND DIRECTING ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the United States Department of Transportation ("NMDOT"), Federal Transit Administration ("FTA") requires certain operators of public transportation systems to develop or update Agency Safety Plans ("ASP"s) that include processes and procedures for the agency's Safety Management Systems, which consists of 1) Safety Management Policy, 2) Safety Risk Management, 3) Safety Assurance, and 4) Safety Promotion; and

WHEREAS, other requirements under the federal regulation, 49 CFR Part 673, require the following:

1. Performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan ("NPTSP");
2. Adherence to all applicable requirements and standards as set forth in the FTA's Public Transportation Safety Program ("PTSP") and NPTSP; and
3. Establishment of a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan ("PTASP"); and

WHEREAS, the Bipartisan Infrastructure Law adopted in 2022 requires transit agencies that receive federal funds under FTA's Urbanized Area Formula Grants,49 U.S.C. § 5307, to update their ASP; and

WHEREAS, in particular, grant recipients in communities with populations of 200,000 or fewer must develop their ASP "in cooperation with frontline employee representatives"; and

WHEREAS, Santa Fe Trails is the City of Santa Fe's public bus system that provides a city-wide network of public transportation; and

WHEREAS, Santa Fe Trails is a recipient of Urbanized Area Formula Grant funds and therefore is required to submit an updated safety plan; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails Agency Safety Plan, updated on July 21, 2026, in coordination with frontline employee representatives.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body approves the updated Santa Fe Trails Agency Safety Plan, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body directs the City Manager to direct staff to submit the updated Santa Fe Trails Agency Safety Plan, attached hereto as Exhibit A, to the FTA and NMDOT.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez

Marcos D. Martínez (Aug 19, 2026 10:06:05 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Santa Fe Trails 2026 Updated Public Transit Agency Safety Plan

Santa Fe Trails

Agency Safety Plan

May 2026

Table of Contents

1. TRANSIT AGENCY INFORMATION 2

System Description 3

2. PLAN DEVELOPMENT, APPROVAL, AND UPDATES 5

3. SAFETY PERFORMANCE TARGETS 6

4. SAFETY MANAGEMENT POLICY 8

Santa Fe Trails Safety Management Policy Statement (SMPS) 8
Safety Management Policy Communication 11
Authorities, Accountabilities, and Responsibilities 12
Employee Safety Reporting Program 14

5. SAFETY RISK MANAGEMENT (SRM) 16

Safety Hazard Identification 18
Safety Risk Assessment 21
Safety Risk Mitigation 22

6. SAFETY ASSURANCE 24

Safety Performance Monitoring and Measurement 24

7. SAFETY PROMOTION 29

Competencies and Training 29
Safety Communication 32

ADDITIONAL INFORMATION 35

APPENDIX A: DEFINITIONS 36

APPENDIX B: ACRONYMS AND ABBREVIATIONS 40

APPENDIX C: CITY OF SANTA FE ASP APPROVAL DOCUMENTATION 41

APPENDIX D: CERTIFICATION DOCUMENTATION 42

APPENDIX E: SANTA FE TRAILS SAFETY RISK ASSESSMENT MATRIX 43

APPENDIX F: SANTA FE TRAILS ORGANIZATIONAL CHART 45

1. Transit Agency Information

Transit Agency Name	Santa Fe Trails		
Transit Agency Address	Santa Fe Trails, 2931 Rufina St. Santa Fe NM, 87507		
Name and Title of Accountable Executive	Andrew Baca, Director of Operations and Maintenance The Accountable Executive meets the requirements in 49 CFR § 673.5 and $673.23(d)(1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name of SMS Executive/Chief Safety Officer	Gabrielle Chavez, Director of Administration The SMS Executive meets the requirements of § 673.5 and $673.23(d)(2). Please see the Roles and Responsibilities of the SMS Executive in Section 4-Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed-route Bus and Demand Response	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed-route Bus – directly operated Demand Response – directly operated		
Does the agency provide transit services on behalf of another transit agency or entity?	NO	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

System Description

History
In 1991, the City of Santa Fe ordinance was passed enabling the formation of Santa Fe Trails. The purpose of this legislation was to:

- provide safe and efficient transit services
- reduce congestion, crashes, and pollution caused by single-occupant vehicles;
- extend the life of the city's roads by reducing traffic;
- provide transportation alternatives to residents, particularly transit-dependent groups such as seniors, youth, low- income, and mobility-impaired residents;
- provide residents with better access to education and higher-paying jobs, and;
- reduce oil dependence by incorporating the use of alternative fuels; such as CNG.

Governing Body
Santa Fe Trails is governed by the Transit Advisory Board (TAB) along with the Mayor and an eight-member Council that represents the four districts within the City of Santa Fe. The TAB consists of nine representatives who represent Seniors, At-large, ADA, Business, Tourism, Intuitions and Government, and Education.

Description
Established in January 1993, Santa Fe Trails is the City of Santa Fe's public transit system, providing fixed-route, circulator, ADA complementary paratransit, and senior transportation services throughout the City of Santa Fe and portions of Santa Fe County. The agency operates ten fixed routes with a fleet of 27 revenue vehicles, Santa Fe Pick-Up fare-free circulator service, and Santa Fe Ride, the City's ADA complementary paratransit and senior transportation service, utilizing accessible Ford Transit and Ford E-Transit vehicles. As the nation's first public transit system to operate an entirely compressed natural gas (CNG) fixed-route fleet, Santa Fe Transit remains committed to providing safe, reliable, accessible, and sustainable transportation, carrying more than 500,000 passenger trips annually.

Santa Fe Trails Executive Leadership

The Director of Operations and Maintenance serves as the Accountable Executive for the City of Santa Fe Transit Division’s Agency Safety Plan and Safety Management System and is also responsible for the Transit Asset Management (TAM) Plan. The Director of Operations and Maintenance also presently has safety oversight responsibilities. Santa Fe Trails does not have a safety manager position, therefore the Transit Director of Administration serves as the SMS Executive.

Goals

- provide a level of service that meets or exceeds industry standards;
- identify, eliminate, minimize, and control safety hazards and their associated risks, and;
- comply with the applicable requirements of regulatory agencies; and
- update Agency Safety Plan (ASP) in cooperation with front line transit worker representatives.

Agency Safety Plan and Safety Management System (SMS)
Santa Fe Trails developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation. This plan also serves as an “SMS user’s manual” that guides Santa Fe Trails in the successful implementation and operation of its SMS.

The FTA defines SMS as:

> The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

49 C.F.R. § 673.5

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. The SMS is appropriately scaled to size, scope, and complexity of Santa Fe Trails.

Santa Fe Trails' SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Santa Fe Trails	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
	Director of Operations and Maintenance	
Approval by the Board of Directors or an Equivalent Authority	**Name of Entity that Approved**	**Date of Approval**
	Santa Fe City Council	
	Relevant Documentation (title and location)	
	City Council Minutes link	
Certification by State Department of Transportation	N/A	

Version Number and Updates			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1		New Document	12/2021
2		Update	12/2022
3		Reviewed – No Update Needed	12/2023
4		Updated	6/2024
5		Updated	5/2025
6		Updated	7/2026

Annual Review and Update of the Public Transportation Agency Safety Plan
The Accountable Executive and SMS Executive will jointly review and update the Santa Fe Trails Agency Safety Plan, including its safety performance targets, by July 1st of each year. The Santa Fe Trails Agency Safety Plan is developed and updated in coordination with frontline transit worker representatives, as stipulated in the AFSCME bargaining agreement and 49 CFR Part 674. The union will appoint a shop steward to serve as a liaison for frontline transit workers. Santa Fe Trails Agency will invite the shop steward and union leadership to participate in developing and revising the safety plan. This shop steward, along with union leadership, will provide feedback, propose changes, request updates, and initiate agreements on behalf of frontline workers. These proposals, updates, and agreements are then presented as agenda items at the monthly employee meetings. The Accountable Executive will review and approve any changes to the plan, sign the updated version, and submit it to the Santa Fe City Council for final review and approval.

3. Safety Performance Targets

Targets	Fixed Route	Demand Response
Major Events (total)	15	2
Major Events Rate	2	2
Collision Rate	1	0
Pedestrian Collision Rate	1	0
Vehicular Collision Rate	1	1
Fatalities (total)	0	0
Fatality Rate	0	0
Transit Worker Fatality Rate	0	0
Injuries (total)	14	2
Injury Rate	3	2
Transit Worker Injury Rate	2	3
Assaults on Transit Workers (total)	1	0
Rate of Assaults on Transit Workers	1	0
System Reliability	1.75 miles	2.1 miles

Per 100,000 VRM

Safety Performance Target Coordination		
The Santa Fe Trails Accountable Executive shares its safety performance targets with the Santa Fe Metropolitan Planning Organization (MPO) each year after its formal adoption by the Santa Fe City Council. The Accountable Executive also provides a copy of our formally adopted Safety Plan, including safety performance targets, to the New Mexico Department of Transportation (NMDOT). Santa Fe Trails personnel are available to coordinate with NMDOT and the MPO in the selection of NMDOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	New Mexico Department of Transportation	
Targets Transmitted to the Metropolitan Planning Organization(s)	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**
	Santa Fe Metropolitan Planning Organization	

4. Safety Management Policy

Santa Fe Trails Safety Management Policy Statement (SMPS)

To all Santa Fe Trails Staff:

In accordance with the Federal Transit Administration's (FTA) Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673), Santa Fe Trails has developed this Public Transportation Agency Safety Plan to establish and maintain a comprehensive Safety Management System (SMS) that promotes the proactive management of safety risks and the continuous improvement of transit safety performance. Under the leadership of the Director of Operations and Maintenance, who serves as the Accountable Executive, Santa Fe Transit is committed to fostering a strong culture of safety and security throughout the organization. This commitment is further supported by the reinstatement of the City of Santa Fe's Health and Safety Committee, which provides a collaborative forum for identifying hazards, reviewing incidents, promoting employee involvement, and advancing workplace safety initiatives. Through these efforts, Santa Fe Transit seeks to ensure the safety and security of passengers, employees, contractors, facilities, vehicles, and the public while meeting all applicable federal, state, and local requirements.
I will support the integration of this Policy Statement to guide us as we adopt and follow the federal safety guidelines.

Safety has always been a core value and business commitment for Santa Fe Trails. The agency is dedicated to developing, implementing, maintaining, and continuously improving its daily practices to ensure the safety of customers, employees, contractors, and the public. To guide the prioritization of safety and integrate it into everyday operations, Santa Fe Trails will utilize safety management processes to allocate necessary resources, such as personnel, funding, and technology.

The goal is to promote a robust safety culture and achieve the highest levels of safety performance set by the FTA. The agency's safety management plan reflects a thoughtful, collaborative approach to working with frontline transit worker representatives. This recognizes the vital role these workers play in operating and maintaining the public transportation systems essential to the communities they serve.

By actively engaging with frontline worker representatives, the agency demonstrates a commitment to open, transparent communication, as well as a willingness to incorporate the insights and concerns of those on the ground. This collaboration allows for a deeper understanding of the challenges and needs faced by transit workers, enabling the development of policies and programs that better support them in their critical duties.

Furthermore, this approach emphasizes the importance of nurturing strong partnerships between transit agencies, policymakers, and the frontline workforce. This synergy helps ensure the public's mobility needs are met efficiently and fairly, while also addressing the interests and well-being of the dedicated individuals who keep transit systems running smoothly. Ultimately, this inclusive stance towards frontline worker representatives reflects an all-inclusive, people-centered vision for the future of sustainable, accessible public transportation.

Santa Fe Trails Transit has installed a drop box to enable transit workers to report safety concerns, including assaults, near-misses, and unsafe acts or conditions to senior management. The drop box includes protection for workers who report issues, as well as a description of worker behaviors that may result in disciplinary action.

To ensure effective communication, Santa Fe Trails Transit will notify employees via email and post updates publicly on the operator notification board for notification and participation. Additionally, the transit agency must disseminate the Safety Management Policy throughout its entire organization.

Santa Fe Trails Transit will establish the necessary authorities, accountabilities, and responsibilities for the management of safety within its organization. This will be done in collaboration with the TAB transit advisory Board and the AFSCME Union, as they relate to the development and management of the transit agency's Safety Management System (SMS).

Santa Fe Trails is committed to the following core capacities:

Executive Commitment to Safety **-** Executive Management will cultivate an organizational culture that prioritizes safe operations. We will dedicate appropriate resources to develop the PTASP, development and ensuring safe practices, improving procedures when necessary, and encouraging effective employee safety reporting and communication. Santa Fe Trails will hold every executive, manager, and employee accountable for upholding our commitment to safe operations. Santa Fe Trails will leverage multiple communication channels to keep employees, policymakers, and the broader community informed.

Communication & Training **-** Frontline worker representatives and employee engagement are crucial to a well-functioning safety management system (SMS). To enable greater awareness of our safety objectives, performance targets, and ongoing safety communication, we will develop and fine-tune our communication systems at every level of the organization. All levels of management must proactively engage employees and continuously work to keep safety communication simple, honest, and open. Importantly, all employees will be made aware of the importance of our SMS and trained in any new or improved safety reporting procedures. Santa Fe Trails will utilize a comprehensive communication strategy, leveraging all available platforms, to effectively inform its employees, policymakers, and the broader community.

Responsibility & Accountability - All Santa Fe Trails employees, including managers, frontline workers, and contractors, are responsible for providing safe and high-quality transit services that meet the department’s performance standards. Each manager will take an active role in the Safety Management System (SMS) process, ensuring that Safety Assurance functions are supported and advocated. Managers are also accountable for overseeing Safety Risk Management in their operational areas, assessing and mitigating the safety risks associated with identified hazards. Safety performance will be a significant factor in the annual performance evaluations for all Santa Fe Trails employees and managers.

Employee Reporting **-** Santa Fe Trails will implement a safety reporting program that empowers all frontline employees to voice their safety concerns. Employees are required to use this program as part of the organization's safety management system (SMS). No employee will face retaliation for reporting a safety issue through the program, unless the report indicates an illegal act, gross misconduct, negligence, or a deliberate disregard of department and/or City of Santa Fe’s rules and policies.

Performance Monitoring & Measurement **-** To drive continuous safety improvements, Santa Fe Trails will establish realistic safety performance measures and targets. A diverse team, including employees and frontline staff, will work closely with management to ensure the proposed safety risk mitigation strategies are suitable, beneficial, and impactful.

Review & Evaluation **-** To measure and improve our safety management system (SMS) performance, Santa Fe Trails will analyze key safety indicators, review inspections, and evaluate corrective action

reports. These assessments will inform revisions or development of safety objectives, performance targets, and the overall Agency Safety Plan, with the aim of driving continuous, effective safety enhancements. As a living document, the Agency Safety Plan undergoes regular monitoring to ensure its ongoing applicability and functionality.

We appreciate your full cooperation in creating a safer work environment for our employees and customers.

Sincerely,

Andrew J. Baca
Director of Operations and Maintenance
Santa Fe Trails Transit – City of Santa Fe

Safety Management Policy Communication

Santa Fe Trails' Safety Management Policy (SMP) will continue to undergo an annual review. Once the SMP has been updated and presented before the City's Governing Body for approval. The Transit Training Administrator will distribute a physical copy of the Safety Management Policy Statement (SMPS) and each employee will sign an acknowledgment of receipt during the next bi-monthly staff training for all employees. Any updates, amendments, or new agreements will be communicated to all employees during the bi-monthly training sessions, where the SMP will be presented as an agenda item. Additionally, the SMPS will be posted on facility bulletin boards and presented during a regularly scheduled Transportation Advisory Board meeting for discussion. This policy will also be provided to all new hires as part of Transit's new hire training.

Authorities, Accountabilities, and Responsibilities

Roles and Responsibilities of the Accountable Executive
The Santa Fe Trails Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency Safety Plan.

The Accountable Executive is accountable for ensuring that Santa Fe Trails effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for Santa Fe Trails safety performance cannot be delegated and always rests with the Accountable Executive.

The Santa Fe Trails Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Maintaining the Transit Asset Management (TAM) Plan;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout Santa Fe Trails public transportation system;
- Ensuring action is taken to address substandard performance in Santa Fe Trails SMS;
- Endorsing SMS implementation team membership;
- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;
- Monitoring safety risk mitigation activities;
- Planning safety management training; and
- Providing periodic reports on safety performance.

Roles and Responsibilities of the SMS Executive
The SMS Executive supports the Accountable Executive in developing, implementing, and operating Santa Fe Trails' SMS. The SMS Executive reports directly to the Accountable Executive for matters involving SMS.

The SMS Executive's role includes:

- Assisting in developing and maintaining SMS documentation;
- Assisting in hazard identification and safety risk assessment;
- Assisting in safety risk mitigation activities;
- Assisting in planning safety management training; and
- Other duties as assigned/necessary.

Santa Fe Trails identifies and documents all the SMS-related organizational accountabilities and responsibilities of the SMS Executive job function, and this documentation is captured and stored in the Accountable Executive's office.

Agency Leadership and Executive Management Roles
Members of Santa Fe Trails' leadership have authorities and responsibilities for the day-to-day implementation and operation of the agency's SMS.

Santa Fe Trails Agency Leadership and Executive Management include:

- Director of Maintenance and Operations
- Transit Director of Administration
- Supervisors
- Training Administrator
- Fleet and Facilities Manager
- Transit Advisory Board (TAB)
- City Council
- Mayor
- City Manager

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Overseeing the implementation and operation of Santa Fe Trails' SMS;
- Providing input into the allocation of resources to accomplish the goals and objectives of the agency safety plan;
- Providing oversight and maintaining compliance with the agency safety plan;
- Modifying policies consistent with the implementation of the agency safety plan;

Key Staff Roles
Santa Fe Trails' Key Staff has the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Assisting the Accountable Executive and the SMS Executive in developing, implementing, and operating the SMS. Based on responsibilities and expertise, the Key Staff assist in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff, including bus operators, dispatchers, maintenance personnel, supervisors, customer service representatives, and other frontline employees, serve as frontline experts in the agency's Safety Management System (SMS). Their direct knowledge of transit operations plays a critical role in hazard identification, safety risk assessment, safety risk mitigation, safety assurance activities, and the ongoing monitoring of safety and security performance throughout the organization. Key staff functions that bring experience and expertise to bear on SMS activities include:
    - Managers;
    - Supervisors
    - Dispatchers;
    - Bus Operators;
    - Vehicle Mechanics, and;
    - Other skilled professionals as needed.

- Safety Meetings: All staff are mandated to attend our bi-monthly Safety Trainings which are held every other month . With the purpose of presenting and discussing potential hazards and strategies to mitigate the consequences of those hazards.

Management and Supervisors are required to attend a weekly meeting with the same mission.

- During the safety meetings, the Agency Safety Plan is presented to frontline safety representatives.

Employee Safety Reporting Program

Santa Fe Trails has implemented a voluntary safety reporting program that encourages employees to report any safety concerns, including assaults on transit workers, near-misses, unsafe acts or conditions, or other issues observed during transit service delivery. This voluntary program operates separately from the company's mandatory reporting requirements for accidents and incidents.

The employee safety reporting program (ESRP) provides protections for employees who report safety issues, concerns, or conditions and ensures that discipline will not be applied, and employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarded regulations or Santa Fe Trails' procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all Santa Fe Trails employees. Santa Fe Trails' ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process.

Santa Fe Trails is committed to providing feedback to its employees who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern.

Forms are available in dispatch for employees to fill out and report any safety issues, conditions, or concerns along with a dispatch log for employees who report over the radio. There is also the ability for each employee to e-mail a safety issue, concern, or condition directly to management. If an employee does not have access to e-mail, they can contact the call center at 505-955-2001 and the safety issue, condition, or concern will be logged and management immediately informed via email. The general public can also utilize e-mail via the City of Santa Fe website and the call center as mentioned above.

A description of the ESRP is kept in the Accountable Executive's office at Santa Fe Trails Headquarters. The ESRP is distributed to all current employees during the training provided on employee safety reporting and new employees during their new-hire orientation.

6. Safety Risk Management (SRM)

Santa Fe Trails uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process wherein hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Santa Fe Trails' leadership. The Santa Fe Trails SRM process allows us to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The Accountable Executives supported by the SMS Executive leads the Santa Fe Trails SRM process to identify hazards and consequences, assess safety risk of potential consequences, and mitigate the safety risk. The results of the SRM process are documented in the Safety Risk Register and referenced materials.

The SRM process applies to all elements of the system, including operations, maintenance, facilities, vehicles, personnel recruitment, employee training, and supervision.

Overall, the Santa Fe Trails SRM process includes the following steps that are carried out under the guidance of the Accountable Executive, supported by the SMS Executive, with input from appropriate subject matter experts:

- Identify hazards
- Identify the potential consequences of each hazard
- Evaluate consequences in terms of likelihood and severity
- Prioritize risk using our formal risk matrix
- Communicate prioritized risk to the Accountable Executive
- Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
- Implement the mitigation
- Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, Santa Fe Trails uses the following terms:

- **Safety Event** – An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Hazard** – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to SANTA FE TRAILS, or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Safety Risk Mitigation** – a method(s) to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SANTA FE TRAILS property or the environment.

Risk Assessment Matrix

SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Hazard Identification

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification and the processes to obtain information on hazards.

Santa Fe Trails has developed methods and processes to identify hazards and consequences of the hazards. Santa Fe Trails considers, as a source for hazard identification, data and information provided by City Management and the City Council, the FTA, and NMDOT. Santa Fe Trails also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform Santa Fe Trails' determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625. Santa Fe Trails also evaluates safety information obtained from incidents, accidents, near misses, close calls, unsafe conditions, and employee safety reports to proactively identify hazards before injuries, damage, or service disruptions occur.

The Accountable Executive, supported by the SMS Executive, is responsible for overseeing and facilitating Santa Fe Trails' hazard identification process. The Accountable Executive is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is stored in the Santa Fe Trails' Safety Risk Assessment register, which is an Excel spreadsheet that allows for the documentation of all identified safety hazards and the subsequent activities related to addressing those hazards. This risk register is maintained by the Accountable Executive. Hazards identified through accidents, incidents, near misses, close calls, safety observations, and employee reports are documented and evaluated using the same hazard identification process.

The safety hazard identification process helps Santa Fe Trails identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee Safety Reporting
- Review of Vehicle Camera Footage
- Review of Monthly Performance Data Sheets
- Data and information regarding exposure to infectious diseases provided by the Center for Disease control (CDC) or a State health authority
- Safety concerns identified through the agency's Safety Assurance activities
- Observation from Supervisors
- Maintenance Reports
- Comments from Customers and Passengers
- Employee Safety Meetings
- Manager and Supervisor Safety Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Results of internal safety audits
- Investigations into safety events, incidents, and occurrences
- Investigations and reviews of near misses, close calls, unsafe acts, unsafe conditions, and other events that had the potential to result in injury, damage, or service disruption
- Safety concerns identified through Safety Assurance activities and;
- FTA, the New Mexico Department of Transportation, and other oversight authority agencies.

The Accountable Executive, with support from the SMS Executive, reviews these sources for hazards and documents them in Santa Fe Trails' safety risk register.

The Accountable Executive also enters hazards into the safety risk register from reviews of the Santa Fe Trails operations and maintenance, results of audits and observations, and information received from FTA, New Mexico Department of Transportation, and other oversight authorities, including the National Transportation Safety Board. This review includes the evaluation of accident trends, incident trends, near misses, close calls, employee reports, customer complaints, security-related events, and operational observations to identify emerging hazards and opportunities for risk reduction.

The Accountable Executive or SMS Executive may conduct further analysis of hazards and consequences entered into the Safety Risk Register to collect information, identify additional consequences, and to inform management which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Accountable Executive or SMS Executive may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition(s), generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously-reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.
- Review vehicle camera footage, CAD/AVL data, dispatch logs, and other available records associated with accidents, incidents, near misses, or close calls to identify contributing factors and potential corrective actions.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or NMDOT environmental protection standards.

Santa Fe Trails involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills. Frontline employees, including operators, dispatchers, maintenance personnel, supervisors, and customer service staff, are recognized as subject matter experts and play an important role in identifying hazards, reporting near misses and close calls, and contributing operational knowledge during hazard evaluations and safety risk assessments.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Santa Fe Trails subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded. When evaluating near misses and close calls, Santa Fe Trails considers what could have reasonably occurred had circumstances been slightly different and uses those potential consequences to inform safety risk assessments and mitigation strategies.

The Accountable Executive is responsible for ensuring that the documentation of hazards and consequences is taking place. This includes ensuring that accidents, incidents, near misses, close calls, and identified unsafe conditions are appropriately documented, evaluated, tracked, and addressed through the agency's Safety Management System.

Safety Risk Assessment

Santa Fe Trails has established processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigation.

Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. Santa Fe Trails has established a process for assessing the potential safety risks of identified hazards and prioritizing them accordingly. The agency evaluates safety risk in terms of likelihood (the likelihood of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A color-coded safety risk index provides a rating system that is used in conjunction with a safety risk assessment matrix to prioritize safety risks. This matrix helps determine the likelihood and severity of potential consequences, allowing Santa Fe Trails to prioritize safety risks. The specific safety risk assessment matrix used by the agency is presented here:

Risk Assessment Matrix

SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
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Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

To conduct safety risk assessments, Santa Fe Trails selects subject matter experts, front line employees and the safety committee whose experience and expertise align with the specific hazards or potential of being evaluated. The Accountable Executive or SMS Executive oversees this assessment process, which utilizes Santa Fe Trails' established safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation utilizing the risk matrix ranking. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps Santa Fe Trails apply its limited time, financial, and human

resources to the highest priority transit safety risk. The Accountable Executive is the ultimate decision-maker on applying resources to mitigate high priority transit safety risk.

Safety Risk Mitigation

Santa Fe Trails' safety risk management process culminates in the development of proactive safety risk mitigation measures. The agency has established processes to identify necessary mitigations and strategies to reduce the likelihood and severity of safety risks that were assessed during the safety risk assessment process.

The Accountable Executive, supported by the SMS Executive, is responsible for guiding and overseeing the subject matter experts involved in the risk mitigation process. Any safety risk mitigations requiring additional resources or changes to agency policy must be approved by the Accountable Executive.

Santa Fe Trails has implemented a comprehensive process to mitigate its prioritized safety risks. This process clearly defines when risk mitigation is necessary and assigns specific roles for developing those mitigations. Key elements include:

- Incorporating guidance from oversight authorities like the FTA or the NMDOT
- Adhering to infectious disease prevention guidelines from the CDC or state health department
- Referencing any required forms
- Documenting and storing the results of the risk mitigation process

Santa Fe Trail’s safety risk mitigation steps include:

- Examining the potential consequences of hazards and their likelihood and severity
- Develop strategies to reduce the likelihood and/or severity of those potential consequences
- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

Santa Fe Trails develops and documents a strategy to implement a safety risk mitigation plan that drew on subject matter expertise. These implementation strategies include:

- who is responsible for implementing the mitigation;
- where the mitigation will reside within agency activities;
- how the mitigation will be implemented, and;
- how long should implementation take.

Santa Fe Trails needs to know that its mitigations are working. When we develop mitigation, we also define and document the way the mitigation will positively impact safety performance so that we can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the Accountable Executive and/or SMS Executive, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the mitigation being implemented. This includes developing and documenting monitoring strategies. Santa Fe Trails created strategies for monitoring the effectiveness of mitigations. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

Santa Fe Trails understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. Santa Fe Trails has documented this process. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees that implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. Santa Fe Trails has established and documented how it will record all of its various safety risk mitigation activities and their outcomes. Within this process, Santa Fe Trails references any forms that it uses during safety risk mitigation activities and where the completed records of safety risk mitigation activities are stored.

Risk mitigations are accompanied by a Mitigation Implementation Plan (MIP) and a Mitigation Monitoring Plan (MMP).

7. Safety Assurance

Santa Fe Trails has established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Santa Fe Trails works to ensure that it is performing maintenance which is consistent with Santa Fe Trails' ability to safely meet its operational requirements and in compliance with all safety policies and procedures;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal and contributing factors, and;
- Monitor the effectiveness of its employee safety reporting program.

Safety Performance Monitoring and Measurement

Santa Fe Trails has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections of vehicles, facilities, and operations;
- Regular review of on-board camera footage to evaluate operational performance, driver behavior, security concerns, and specific incidents;
- Investigation of accidents, incidents, near misses, close calls, and safety-related occurrences; Review and analysis of employee safety reports and frontline observations;
- Safety review prior to the implementation, modification, or expansion of services, facilities, equipment, or operational procedures; Daily data gathering and monitoring of data relating to the delivery of service using its Dispatch Management software,
- Monitoring of safety performance indicators, trends, and established safety performance targets;
- Review of customer complaints, commendations, and security-related reports; and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually to determine where corrective actions need to occur. The Accountable Executive enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Santa Fe Trails also utilizes trend analysis of accidents, incidents, injuries, near misses, close calls, employee reports, maintenance findings, and security-related events to proactively identify safety concerns and continuously improve system performance.

Operations Monitoring

The Accountable Executive and operations supervisors are responsible for ensuring and documenting the system's compliance with and sufficiency of its operations policies and procedures. Santa Fe Trails has checklists and forms that it uses to drive and document its operations monitoring activities. This documentation is stored within Santa Fe Trails' safety performance monitoring files located in the Accountable Executive's office.

The operational areas that are monitored for compliance with policies and procedures include but are not limited to:

- Bus operator pre-trip inspections;
- Bus operator abbreviated pre-trip inspections conducted during mid-route and end-of-route driver change-outs;
- Bus operator behind the wheel performance;
- Bus operator passenger assistance;
- Bus operator emergency response,
- Bus operator compliance with safety and security procedures; and;
- Operations Supervisor and Dispatch activities.

When Santa Fe Trails' monitoring activities determine lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed Santa Fe Trails' hazard identification and safety risk assessment process.

Within these documented processes, Santa Fe Trails describes:

- the job functions responsible for the different areas of field observations;
- how it will record the results of field observations;
- where these records are stored, and;
- how it will address hazards or safety issues identified during field observations.

Santa Fe Trails has established and documented emergency procedure checklists that supervisors and dispatchers can readily access to help direct their response to bus operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- responding to accidents and incidents;
- evacuating a vehicle under smoke and fire conditions, and;
- responding to potentially dangerous passengers and other security threats.

Vehicle Maintenance Monitoring

Santa Fe Trails monitors the following areas of its vehicle maintenance and documents all monitoring activities and their results:

- Mechanic skills and performance;
- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

Facility Safety Inspections

Santa Fe Trails maintenance management with support from City personnel conduct periodic facility safety, shop safety, and HAZMAT inspections. These inspections are documented as well as activities to mitigate any problems identified during the inspections. These records are kept in the Accountable Executive's office.

Fire Hazard and Fire Extinguisher Inspections

Santa Fe Fire Department and Risk Management division conduct independent annual fire inspections at our facilities. Santa Fe Trails utilizes independent contractors to inspect and replace facility and vehicle and facility fire extinguishers as well as fire safety systems on an annual and as needed basis.

Field Observations of Service Delivery
Santa Fe Trails has documented processes that it uses to conduct field observations of safety-related aspects of the following elements of service delivery:

- bus stops;
- bus transfer locations;
- fixed-route schedules and service delivery; and
- paratransit/demand response scheduling and service delivery.

Monitoring Hazardous Material Storage

Maintenance employees shall handle, store, transport, and dispose of hazardous materials in accordance with manufacturer requirements, Safety Data Sheets (SDS), applicable environmental regulations, and City safety policies and procedures. Hazardous materials may include, but are not limited to, fuels, oils, lubricants, coolants, solvents, cleaning agents, paints, adhesives, batteries, refrigerants, and other chemicals used in transit maintenance operations. Employees shall be trained on the hazards associated with materials they may encounter and shall utilize appropriate personal protective equipment (PPE) when handling or working near hazardous substances. All hazardous materials shall be properly labeled, stored in approved containers and designated storage areas, and secured to prevent spills, leaks, contamination, or unauthorized access. Spills, releases, or exposures shall be reported immediately and addressed in accordance with established spill response and emergency procedures. The agency shall maintain current Safety Data Sheets (SDS) and ensure they are readily accessible to employees. Proper hazardous materials management is essential to protecting employee health and safety, preserving the environment, maintaining regulatory compliance, and ensuring the safe operation of transit facilities and equipment.

Monitoring Tool Use and Equipment Integrity

Maintenance employees shall use only tools and equipment that are appropriate for the specific task being performed and in accordance with manufacturer instructions, established maintenance procedures, and applicable safety requirements. Prior to use, employees will inspect all hand tools, power tools, diagnostic equipment, lifting devices, and specialty tools for damage, excessive wear, defects, or missing components that could affect safe operation. Defective, damaged, or unsafe tools shall be immediately removed from service, clearly tagged, and reported to a supervisor for repair or replacement. Employees shall not modify tools or use tools for purposes other than their intended design. Proper personal protective equipment (PPE) will be worn when required, and all tools will be maintained, stored, and secured in a manner that preserves their integrity and prevents injury or damage. Selecting the correct tool for the job, maintaining tool condition, and following safe operating practices are essential to reducing workplace hazards, preventing equipment damage, and ensuring the safe and reliable maintenance of transit vehicles and facilities.

The Accountable Executive, supported by the SMS Executive, has overall responsibility to ensure that this monitoring is carried out and documented. Field observations are carried out by operations, maintenance, and administrative staff. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through Santa Fe Trails' safety risk management processes. All these service delivery monitoring activities are documented and stored in the Accountable Executive's office.

Risk Mitigation Monitoring

The Accountable Executive with support from the SMS Executive and operations, maintenance, and administrative staff has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. The actual field monitoring of the mitigations is often carried out by subject matter experts, including those that assisted in the creation of the mitigation of the SRM process.

Santa Fe Trails documents how it carries out these monitoring strategies to periodically assess the effectiveness of safety risk mitigations.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist Santa Fe Trails in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is stored in the Accountable Executive's office.

Safety Event Investigation

Responsibility for Santa Fe Trails safety event investigation process is shared by the Accountable Executive and the SMS Executive. Actual performance of safety event investigations, including identifying causal factors, involves not only the Accountable Executive and SMS Executive but also Operations Supervisors, Maintenance Staff, and Training Staff. Local law enforcement responds to accident scenes, as well.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

Santa Fe Trails has documented procedures for safety event investigation. Santa Fe Trails has forms, consistent with industry standards, for documenting the results of safety events as well as the subsequent investigation. Safety event documentation is on file in the Accountable Executive's office.

After a safety event investigation is complete, Santa Fe Trails management, with input from subject matter experts, determines whether the safety event was preventable or non-preventable and based on that decision, whether discipline of employees involved is required.

Santa Fe Trails takes the process a step further and performs causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on a causal analysis form. Records of the results of the analysis of the forms are kept in the Accountable Executive's office.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through Santa Fe Trails' safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring

An effective ESRP supports hazard identification. The Accountable Executive with support from the SMS Executive is responsible for monitoring the transit agency's ESRP.

Santa Fe Trails has established and documented the activities it will use on an ongoing basis to monitor whether its ESRP is effective and achieving desired outcomes. Within this process, Santa Fe Trails has established criteria that will determine if the program is performing as desired. Some of the criteria include: volume of reports received, value of reports received, response to reports received in terms of hazard identification risk assessment and risk mitigation, how information gathered from the ESRP is shared and communicated, and the timeliness and accuracy of feedback provided to employees who have reported a safety issue, concern, or condition.

Documentation on all aspects of monitoring the safety reporting program is stored in the Accountable Executive's office.

Continuous Improvement

Santa Fe Trails annually assesses its safety performance using key safety indicators to track progress towards its safety targets and to identify any deficiencies in safety performance against its targets, including when the agency fails to meet a target. This process also evaluates how effectively the agency addresses safety risks across all aspects of service delivery.

Santa Fe Trails annual assessment also includes conducting a comprehensive audit of the existing SMS, examining its policies, procedures, and implementation across all levels of the organization. This involves meticulously reviewing documentation, observing safety practices in the field, and conducting interviews with employees at different levels to gain a holistic understanding of the system's effectiveness. Deficiencies in the agency's SMS include concerns with the processes and procedures defined by the agency to carry out its SMS.

Based on the findings of this annual assessment, Santa Fe Trails develops and carries out a plan, under the direction of the Accountable Executive, to address any identified deficiencies. The plan includes the agency's efforts to address underlying hazards and potential consequences through Safety Risk Management, changing data collection or analysis techniques to better understand what is really going on, and/or testing and evaluating new approaches to SMS processes.

The results of these assessments are documented and kept on file in the SMS Executive's office.

8. Safety Promotion

Competencies and Training

Under the guidance of the SMS Executive, the Santa Fe Trails Training Administrator has the day-to-day responsibility for the development, delivery, and documentation of all SMS-related safety skill competencies and SMS training.

Santa Fe Trails has established competencies and training for all operations transit workers and transit workers directly responsible for safety. Training is provided to employees at-hire and on an ongoing refresher basis.

Training Needs Analyses
Santa Fe Trails periodically conducts training needs analyses to ensure that its training is up to date, and addresses critical, safety-related concerns. It carries out these training needs analyses by doing the following:

- Reviewing existing job descriptions;
- Identifying which positions, including contractors, have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program
Santa Fe Trails has comprehensive lesson plans for new-hire, classroom, and hands-on bus operator training. Continuation of skill training helps it identify hazards, such as training gaps or outdated lesson plans. Lesson plans and schedules not only assist the instructor in delivering the training but also provide a record of the content of the training should it be needed for any other purpose. All Santa Fe Trails new-hire bus operator lesson plans and schedules are kept on file a in the Training Administrator's office.

Bus Operator Refresher Training
Santa Fe Trails presently provides monthly bus operator refresher training on a variety of topics, including defensive driving, bloodborne pathogens, wheelchair securement, emergency procedures, active shooter, de-escalation, and ergonomics.

Santa Fe Trails maintains lesson plans, agendas, and sign-in sheets to document the content of refresher training and individual attendance at that training. These documents are on file in the Training Administrator's office.

Santa Fe Trails also provides retraining for Bus Operators for performance deficits.

Supervisors, Dispatchers, and Mechanic Training
Supervisors, dispatchers, and mechanics play a critical role in identifying and responding to hazards, and helping to both proactively and reactively mitigate risk. Training for supervisors, dispatchers, and mechanics primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. Santa Fe Trails has developed checklists with topics for experienced supervisors, dispatchers, and maintenance staff to use during on-the-job training, coaching, and mentoring of trainees.

These checklists are also used to document an employee's satisfactory completion of the training and include instructor and trainee signatures and the dates the training took place. These documents are kept on file in the Training Administrator's office.

SMS Orientation

A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

Santa Fe Trails presented SMS orientation sessions for all employee functions and addressed the implications of SMS for all agency functions. This initiative addressed SMS with experienced employees. Santa Fe Trails has also plugged information on SMS into all new-hire employee orientations. Documentation of these orientations, including agenda of topics covered, signatures of trainer/trainee, are kept on file in the Training Administrator's office.

Safety Risk Management Orientation for Subject Matter Experts

Successful proactive safety risk mitigation begins with subject matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The SMS Executive makes sure that subject matter experts are orientated on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to Santa Fe Trails' safety performance.

Documentation of the orientation process, as well as the orientations themselves, includes how the agency:

- assesses hazards for consequences;
- conducts safety risk assessments, and;
- creates safety risk mitigations.

Documentation of this ongoing activity is on file in the Training Administrator's office.

Safety Performance Monitoring Orientation

The quality of safety performance monitoring is reflected in an agency's overall positive safety performance. Employees who participate in safety performance monitoring activities need to know how to carry out their responsibilities. The Accountable Executive and SMS Executive make sure that these employees receive orientations on what their responsibilities are, the desired outcomes of safety performance monitoring, and the importance of the effort to overall agency safety performance.

Orientations include how to perform monitoring activities of both internal and contracted operations as

well as external maintenance activities. Performance monitoring includes such activities as:

- field observations to ensure operations and maintenance policies and procedures are being followed correctly;
- assessing and documenting employee safety performance; monitoring the effectiveness of safety risk mitigations, and;
- evaluating the effectiveness of the employee safety program.

Documentation of these activities is kept on file in the Training Administrator's office.

Orientation on Employee Safety Reporting Program

An effective ESRP is one of the most important tools for hazard identification.

Santa Fe Trails' ESRP, at a minimum, provides the following information:

- the purpose and benefits of the program;
- guidelines on the types of safety concerns and issues employees should report;
- the reporting methods available to employees (how to report);
- an explanation of how the information will be managed and shared;
- the protections for employees who report safety concerns;
- a description of the operational behaviors that are not protected and may result in discipline, and;
- the agency's commitment to providing feedback on reported safety concerns.

Agendas of the ESRP orientation and attendance records are on file in the Training Administrator's office.

Training Documentation

Training documentation is a source of hazard identification.

Training documentation provides formal proof that employees were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists Santa Fe Trails in forecasting future training schedules.

Santa Fe Trails training documentation includes:

- records of training needs analysis for lesson plan development;
- curricula for initial and refresher training;
- training schedules and records of all completed training;
- procedures for revising training materials;
- course assessment materials, and;
- copies of individual employee training records.

Santa Fe Trails records of course completion include:

- date the training was held;
- content covered during the training session;
- length of the session;

- training format, and;
- signatures of instructor and trainee.

Records of training documentation and course completion are kept on file in the Training Administrator's office.

Conflict Training and De-escalation Skills

Santa Fe Trails provides conflict management and de-escalation training to all staff, via on-line training module and in person training.

Training Monitoring
Santa Fe Trails regularly monitors its training to ensure effectiveness. Specifically, the training monitoring process addresses the following:

- monitor training to make sure it delivers the necessary SMS skills and information;
- establish a process for reviewing and revising training courses and consider review frequency, reviewers, and decision-making process for revisions.

Safety Communication

The Accountable Executive and SMS Executive are responsible for ensuring the distribution and communication of safety and safety performance information throughout Santa Fe Trails. They are assisted in this responsibility by appropriate managers and supervisors.

Effective safety communication is the foundation for developing robust Safety Management System (SMS) processes and activities at Santa Fe Trails. Santa Fe Trails regularly informs its workers of safety actions taken in response to reports submitted through the transit worker safety reporting program. The department has ensured, and will continue to ensure, that all employees are aware of safety-related information and responsibilities across multiple communication channels including conveying all reports to frontline transit worker representatives. This includes providing clear explanations, documentation, training, and notifications about any changes to relevant policies, activities, or procedures. Santa Fe Trails has documented its comprehensive approach to safety communication and supporting activities, which is maintained on file in the Accountable Executive's office.

In general, Santa Fe Trails' documentation of safety communication includes details about:

- objectives of the communication;
- content;
- target audience;
- format;
- frequency of the communication; and
- ways to ensure communication was understood.

Safety Meetings

Santa Fe Trails holds monthly employee safety meetings. These safety meetings provide a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and

issues, and the delivery of refresher training. It is through employee safety meetings that the agency conveys the results of cooperation with frontline transit worker representatives in updating the Agency's Safety Plan

Agendas for these meetings are comprehensively documented.

Santa Fe Trails' documentation of its safety meeting process includes:

- How often employee safety meetings are scheduled; The job functions and frontline transit worker representatives that are required or encouraged to attend meetings; How safety, security, operational, maintenance, customer service, incident, accident, near miss, and close-call topics are identified and selected for discussion; ;
- How identified concerns, recommendations, and corrective actions are documented and addressed; and
- How employee safety meetings provide frontline transit workers and their representatives with opportunities to participate in the Safety Management System (SMS), identify hazards, report safety concerns, recommend mitigations, review safety performance, and provide input into the development and updates of the Public Transportation Agency Safety Plan (PTASP).

Organization-Wide Communication of Safety Hazard and Safety Risk Information

A goal of safety risk management processes is to reduce safety risk for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

Santa Fe Trails has documented procedures for communicating hazards. The Accountable Executive and SMS Executive are responsible for making sure this communication takes place. The documentation of these procedures is on file in the SMS Executive's office.

Communication about Safety Risk Mitigations

Santa Fe Trails is committed to informing employees at every level of operations about the safety risk mitigations it is putting into effect. The reasons it provides this information are:

- it tells employees that the transit agency is doing all it can to reduce risk;
- it brings attention to employee roles and responsibilities that may be affected by new mitigations, and;
- informed employees are better situated to be a source of information on determining how well mitigations are working.

Santa Fe Trails has documented its procedures for communicating safety risk mitigations to employees along with who is responsible for making sure this communication takes place. The Accountable Executive and SMS Executive share responsibility for making sure that this communication takes place. This documentation is on file in the SMS Executive's office.

Organization-Wide Communication of Agency Safety Performance

Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes,

thus further improving the agency's overall safety performance.

Santa Fe Trails employees should have ownership of safety. To reinforce this ownership, Santa Fe Trails periodically communicates statistics on the agency's overall safety performance to all employees regardless of job function. This includes providing information on Santa Fe Trails' status related to achieving its safety performance targets.

Santa Fe Trails has documented how it communicates safety performance information throughout its organization. The Accountable Executive is responsible for taking the lead on this communication and making sure that it takes place. The documented procedures are on file in the SMS Executive's office.

Additional Information

Santa Fe Trails will maintain documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It will also maintain documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or NMDOT. The Accountable Executive and SMS Executive will be points of contact to provide Agency Safety Plan-related information to external agencies to ensure access to these documents.

Appendix A: Definitions

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of an agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Assault on a transit worker means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

CDC means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

Direct Recipient means an entity that receives Federal financial assistance directly from the Federal Transit Administration.

Emergency means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

Equivalent Entity means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Injury means any harm to person(s) as a result of an event that requires immediate medical attention away from the scene.

Investigation means the process of determining the causal and contributing factors of a safety event, incident, or hazard, for the purpose of preventing recurrence and mitigating safety risk.

Joint labor-management process means a formal approach to discuss topics affecting transit workers and the public transportation system.

Large urbanized area provider means a recipient or subrecipient of financial assistance under 49 U.S.C.

5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.

Near-miss means a narrowly avoided safety event.

Operator of a public transportation system means a provider of public transportation.

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Potential Consequence means the effect of a hazard.

Public transportation means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:
(1) Intercity passenger rail transportation provided by the entity described in 3 49 CFR part 673 Changes (April 2024) 49 U.S.C. chapter 243 (or a successor to such entity);
(2) Intercity bus service;
(3) Charter bus service;
(4) School bus service;
(5) Sightseeing service;
(6) Courtesy shuttle service for patrons of one or more specific establishments; or
(7) Intra-terminal or intra-facility shuttle services.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system, or any such system in engineering or construction, that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration. These include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Recipient means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.

Roadway means land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit

agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information. 4 49 CFR part 673 Changes (April 2024)

Safety Committee means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

Safety event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

Safety Management System (SMS) means the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk means the composite of predicted severity and likelihood of a potential consequence of a hazard.

Safety risk assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

Safety risk management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and the mitigating safety risk of their potential consequences.

Safety risk mitigation means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

Safety set-aside means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety related projects eligible under 49 U.S.C. 5307.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana

Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.

Subrecipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

Transit agency means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit worker means any employee, contractor, or volunteer working on behalf of the transit agency.

Urbanized area means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix B: Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
CNG	Compressed Natural Gas
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NMDOT	New Mexico Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SMPS	Safety Management Policy Statement
SMS	Safety Management System
SRM	Safety Risk Management
TAB	Transit Advisory Board
TAM	Transit Asset Management

Appendix C: City of Santa Fe ASP Approval Documentation

City Council Minutes link for the approval Santa Fe Trails Safety Plan

Appendix D: Certification Documentation

On_____, Santa Fe Trails provided an updated safety plan to ensure full compliance with Federal requirements. This update was sent to New Mexico Department of Transportation, Transit and Rail Division.

_____
Gabrielle N. Chavez,
Transit Director of Administration

Appendix E: Santa Fe Trails Safety Risk Assessment Matrix

Risk Assessment Matrix

SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Severity of the Consequence		
Definition Category	*Meaning*	*Value*
Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact that violates law or regulation, or monetary loss equal to or exceeding $250,000.	1
Critical	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least one person, property damage exceeding $25,000 but less than $250,000, system shut down lasting between 10 minutes and 4 hours, or reversible significant environmental impact causing a violation of law or regulation.	2
Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact without violation of law or regulation, or monetary loss up to $25,000, or system shutdown of less than 10 minutes	3
Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than $25,000.	4

Qualitative Definition	*Meaning*	*Value*
Frequent	Likely to Occur Frequently - more than once per month	A
Probable	Likely to Occur less than once per month but more than once per year	B
Occasional	Likely to Occur less than once per year but more than once per decade	C
Remote	Very Unlikely to Occur - once in the life of the system	D
Improbable	Almost inconceivable that the event will occur in the life of the system	E

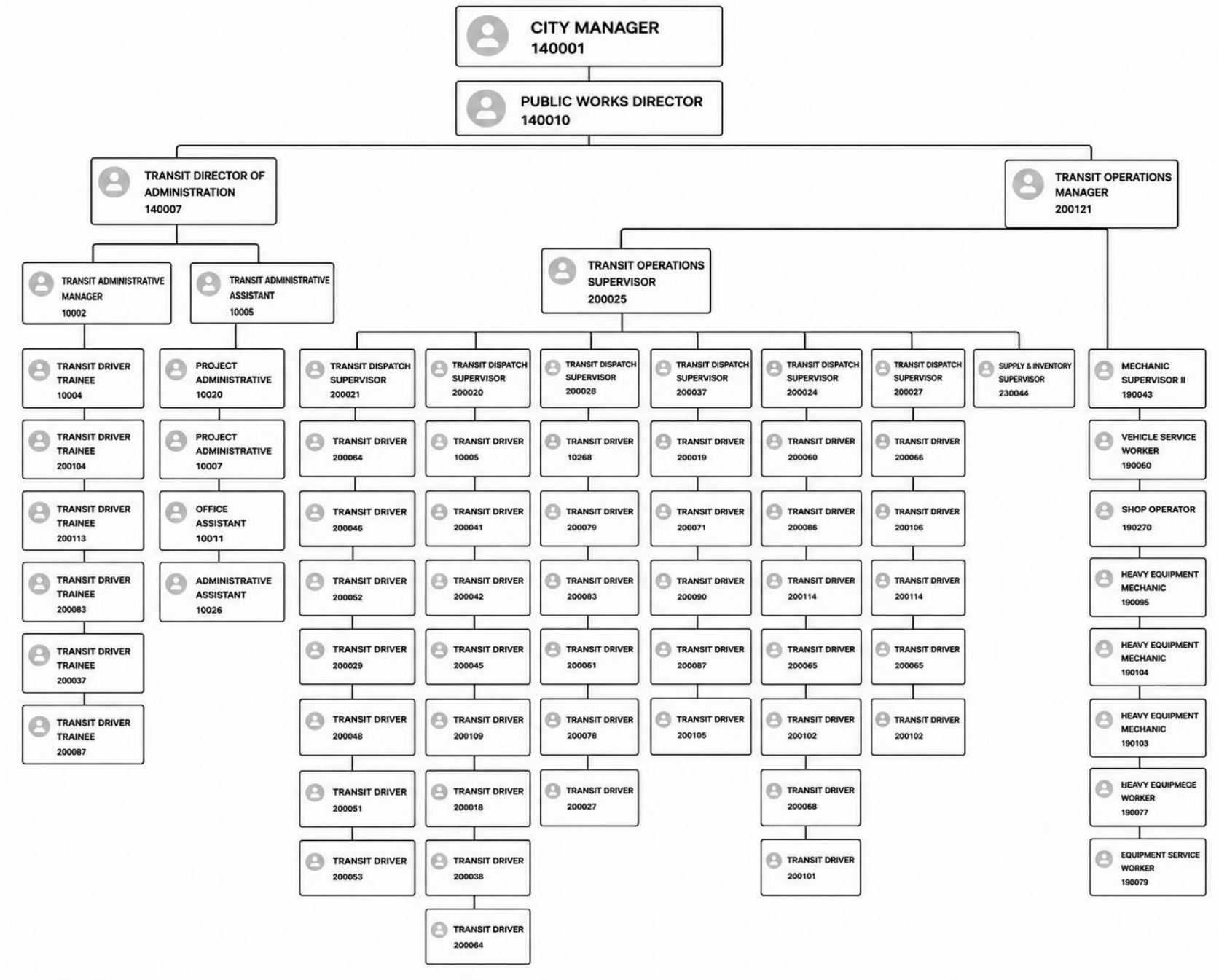
Safety Risk Levels

Risk Assessment Matrix Color Code

"Tolerability" based on identified severity and likelihood.

	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations; monitoring is necessary.
	Acceptable under existing circumstances; with senior management approval.

Appendix F: Santa Fe Trails Organizational Chart



FIR No. 10776.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Santa Fe Trails 2026 Updated Public Transit Agency Safety Plan

Sponsor(s): Councilor Paul Bustamante and Councilor Alma Castro

Reviewing Department(s): Public Works

Staff Completing FIR: Gabrielle Chavez **Date:** 6/26/2025 **Phone:** (505) 469-3405

Reviewed by City Attorney: Marcos D. Martínez **Date:** 08/19/2026

Marcos D. Martínez (Aug 19, 2026 10:06:05 MDT)

Reviewed by Finance Director: _____ **Date:** _____

Summary:

The proposed resolution would approve the Santa Fe Trails Fiscal Year 2026 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA") for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

Departments Affected:

Public Works Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City of Santa Fe, Santa Fe Trails, will violate the requirements adopted in 49 U.S.C. § 5329(d), the "Bipartisan Infrastructure Law". Under 49 U.S.C. § 5329(g), the Secretary of Transportation is authorized to take a range of enforcement actions against any recipient that does not comply with federal law with respect to the safety of its public transportation system 49 U.S.C.A. § 5329. These enforcement actions include: (1) issuing directives; (2) requiring more frequent oversight of the recipient by a State safety oversight agency or the Secretary; (3) imposing more frequent reporting requirements; (4) requiring that any federal financial assistance provided under Chapter 53 be spent on correcting safety deficiencies identified by the Secretary or the State safety oversight agency before such funds are spent on other projects; and (5) withholding not more than 25% of financial assistance under § 5307.

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

Resolution No. 2025-47 approved and updated the last version of the most recent version of the Santa Fe Trails Agency Safety Plan.

Performance and Administrative Implications:

Once approved by the Governing Body, staff will submit the PTASP to the FTA and the New Mexico Department of Transportation for approval.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Gabrielle Chavez (Aug 19, 2026 10:10:36 MDT)

Email: gnchavez@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: August 7, 2026

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

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Sam Burnett, Public Work Department Director

RE: Resolution Approving Participation in the New Mexico Department of Transportation Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project (Phase A)

EXECUTIVE SUMMARY:

The attached resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500665 to construct Phase A of the Henry Lynch Road Reconstruction Project.

The total estimated project cost is $423,475, with 75% ($317,606) funded by NMDOT and the required 25% local match ($105,869) provided by the City.

BACKGROUND:

Henry Lynch Road serves as an important collector roadway connecting residential neighborhoods, commercial areas, and employment centers in western Santa Fe. The existing roadway lacks critical multimodal infrastructure, including continuous sidewalks, dedicated bicycle facilities, adequate drainage, and modern intersection improvements. The corridor has experienced increasing traffic volumes as surrounding areas continue to develop, creating the need for a safer and more efficient transportation facility.

The Henry Lynch Road Reconstruction Project is a phased capital improvement project designed to modernize the corridor and improve safety for motorists, bicyclists, and pedestrians. Phase A focuses on improvements between La Paz Lane and Agua Fria Street, including construction of a modern roundabout at the Henry Lynch Road/Agua Fria Street intersection.

The project includes:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements designed to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The project supports the City's Complete Streets policies by improving accessibility and providing safe accommodations for all roadway users. It also advances the City's transportation, safety, and sustainability goals by creating a corridor that supports walking, bicycling, transit access, and efficient vehicle travel.

The New Mexico Department of Transportation has awarded funding through the Local Government Road Fund Program to assist with construction of Phase A. Under the Cooperative Agreement, NMDOT will provide $317,606 (75%), while the City will provide the required local match of $105,869 (25%). The City will also be responsible for any project costs that exceed the estimated project budget.

Approval of the attached resolution will authorize the City to participate in the Fiscal Year 2027 Local Government Road Fund Program, execute the Cooperative Agreement with NMDOT, and proceed with implementation of Phase A of the Henry Lynch Road Reconstruction Project.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Mayor Michael Garcia

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S LOCAL GOVERNMENT ROAD FUND PROGRAM FOR THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT BY ENTERING INTO COOPERATIVE GRANT AGREEMENT, CONTROL NUMBER L500665.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("Department") wish to enter into a cooperative grant agreement, ("Agreement"), included as Attachment A, Control No. L500665, under the Local Government Road Fund ("LGRF") Program for a local road project ("Project"), the purpose of which is to construct two 10-foot travel lanes, to install Americans with Disabilities Act ("ADA")-compliant sidewalks on both sides of the roadway, to construct separated bicycle lanes, to install curb and gutter, to improve storm water drainage systems, to construct a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street; and

WHEREAS, the Project is a joint and coordinated effort for which the parties each have

authority or jurisdiction and the Agreement specifies and delineates the rights and duties of the parties; and

WHEREAS, this Resolution serves to assume ownership, liability, and maintenance responsibility for the Project scope, or related amenities, as required by the Agreement, attached as Attachment A; and

WHEREAS, the total estimated Project cost is Four Hundred Twenty-Three Thousand Four Hundred Seventy-Five Dollars ($423,475), to be funded in proportional share by the parties hereto as follows:

1. The Department's share will be Seventy-Five Percent (75%), or Three Hundred Seventeen Thousand Six Hundred Six Dollars ($317,606)
2. The City's share shall be Twenty-Five Percent (25%), or One Hundred Five Thousand Eight Hundred Sixty-Nine Dollars ($105,869); and

WHEREAS, the City of Santa Fe shall pay all costs, which exceed the total project cost of $423,475.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE determines, resolves, and orders as follows:

a. The Project for the Cooperative Agreement, included as Attachment A, is adopted and has a priority standing.

b. The Cooperative Agreement terminates on December 31st, 2027, and the City of Santa Fe 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 the written agreement.

c. The person listed below, or their successor, is the Grantee's official representative shall have signature authority to bind the City of Santa Fe to the terms and conditions of this Cooperative Agreement,

Grantee: City of Santa Fe

Name: Michael Garcia (or successor)

Title: Mayor

d. The person listed below, or their successor, shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City of Santa Fe in the manner set forth by the Cooperative Agreement.:

Grantee: City of Santa Fe

Name: Romella Glorioso-Moss (or successor)

Title: Capital Projects Manager

BE IT FURTHER RESOLVED by the Governing Body that the City of Santa Fe shall enter into Cooperative Agreement for Project, Control Number L500665, included as Attachment A, with the New Mexico Department of Transportation for the LGRF Program for fiscal year 2027 for Reconstruction of Henry Lynch Road between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes installation of ADA-compliant sidewalks on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, storm water drainage improvements, construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street, within the control of City of Santa Fe in the State of New Mexico.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez

Marcos D. Martínez (Aug 19, 2026 11:43:27 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Henry Lynch Local Government Road Fund Agreement

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500665

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. **Purpose.**

   The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500665, and the Public Entity's resolution attached as **Exhibit C**. See:

   Construction of two 10-foot travel lanes installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, drainage storm water drainage improvements. Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

   The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. **Project Funding.**

   a. The estimated total cost for the Project is **Four Hundred Twenty Three Thousand Four Hundred Seventy Five Dollars and No Cents ($423,475)** to be funded in proportional share by the parties as follows:

Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	
FY 2027 Local Government Road Fund **For the purpose stated above in Section 1.**	**$317,606**	**$105,869**	**$423,475**
		Total Project Cost	**$423,475**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 7, 2026 09:50:12 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
City of Santa Fe RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$423,475** to be funded in proportional share by the parties hereto as follows:

CN L500665 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2027 Local Government Road Fund Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, constructionof separated bicycle lanes to provide dedicated bicycle facilities, ins	**$317,606**	**$105,869**	**$423,475**

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **$423,475**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Santa Fe** 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 the written agreement.
c. The agent of the **City of Santa Fe**, _____(name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500665** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Reconstruction of Henry Lynch Road (Phase A) between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, constructionof separated bicycle lanes to provide dedicated bicycle facilities, ins** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

FIR No. 10651.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Approval of City's Participation in NMDOT's Local Government Road Fund

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 08/07/2026 **Phone:** (505) 955-6623

Reviewed by City Attorney: Marcos D. Martínez Marcos D. Martínez (Aug 19, 2026 11:43:27 MDT) **Date:** 08/19/2026

Reviewed by Finance Director: **Date:** 08/19/2026

Summary:
The resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval of this resolution authorizes the City to enter into a Cooperative Agreement with NMDOT for Project, Control Number L500665, to fund the construction of Phase A of the Henry Lynch Road Reconstruction Project.
The total estimated project cost is $423,475, with 75% ($317,606) funded through the NMDOT Local Government Road Fund Program and the required 25% local match ($105,869) provided by the City of Santa Fe.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If the resolution is not approved, the City will be unable to enter into the Cooperative Agreement with the New Mexico Department of Transportation and will forfeit $317,606 in Local Government Road Fund Program assistance. As a result, construction of Phase A of the Henry Lynch Road Reconstruction Project may be delayed or postponed until alternative funding is secured. Delaying the project will postpone planned safety, accessibility, drainage, and multimodal transportation improvements along the Henry Lynch Road corridor.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Approval of the resolution authorizes the City to enter into a Cooperative Agreement with the New Mexico Department of Transportation (NMDOT) for the Local Government Road Fund Program. The Public Works Department, through the Complete Streets Division, will administer the grant, oversee project implementation, ensure compliance with the Cooperative Agreement, and coordinate with NMDOT throughout project delivery.

Fiscal Implications:
The total estimated project cost is $423,475. NMDOT will provide $317,606 (75%) through the Local Government Road Fund Program, and the City will provide the required local match of $105,869 (25%).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$ 105,869	Y	NR	Road Impact Fees	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
The total project expenditure of $423,475 will be used for the construction of Phase A of the Henry Lynch Road Reconstruction Project between La Paz Lane and Agua Fria Street. The project will be funded through a combination of state and local funds. The New Mexico Department of Transportation (NMDOT) will provide $317,606 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of $105,869 (25%) through road impact fees, as shown below in the "Revenue" section.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$317,606	NR	NMDOT
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The total project expenditure of $423,475 will be used for the construction of Phase A of the Henry Lynch Road Reconstruction Project between La Paz Lane and Agua Fria Street. The New Mexico Department of Transportation (NMDOT) will provide $317,606 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of $105,869 (25%) through road impact fees.

Signature: Romella Glorioso-Moss

Email: rsglorioso-moss@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: August 10, 2026

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

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Sam Burnett, Public Work Department Director
Marcos Esquibel, Public Works Project Manager II

RE: Resolution Approving Participation in the New Mexico Department of Transportation Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project, Project Control No. L500689

EXECUTIVE SUMMARY:

The attached resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500689 for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction project from Rufina Street to Agua Fria Street.

The total estimated project cost is $285,668, with 75% ($214,251) funded by NMDOT and the required 25% local match ($71,417), provided by the City.

BACKGROUND:

Henry Lynch Road serves as an important collector roadway connecting residential neighborhoods, commercial areas, and employment centers in western Santa Fe. A **c**ollector roadway (also called a collector road or distributor road) is a type of road designed to move traffic from local streets to arterial roads, serving as a middle link between low-capacity neighborhood streets and high-capacity main roads. The existing roadway lacks critical multimodal infrastructure, including continuous sidewalks, dedicated bicycle facilities, adequate drainage, and modern intersection improvements. The corridor has experienced increasing traffic volumes as surrounding areas continue to develop, creating the need for a safer and more efficient transportation facility.

The Henry Lynch Road Reconstruction Project starts at Rufina Street and stretches to Agua Fria Street, and is designed to modernize the corridor and improve safety for motorists, bicyclists, and pedestrians.

The project includes:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements designed to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The project supports the City's Complete Streets policies by improving accessibility and providing safe accommodations for all roadway users. It also advances the City's transportation, safety, and sustainability goals by creating a corridor that supports walking, bicycling, transit access, and efficient vehicle travel.

The New Mexico Department of Transportation has awarded funding through the Local Government Road Fund Program for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements. Under the Cooperative Agreement, NMDOT will provide $214,251 (75%), while the City will provide the required local match of $71,417 (25%). The City will also be responsible for any project costs that exceed the estimated project budget.

Approval of the attached resolution will authorize the City to participate in the Fiscal Year 2027 Local Government Road Fund Program, execute the Cooperative Agreement with NMDOT, and proceed with implementation of the Henry Lynch Road Reconstruction Project.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S LOCAL GOVERNMENT ROAD FUND FOR THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT, CONTROL NO. L500689.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("Department") wish to enter into a cooperative grant agreement, ("Agreement"), included as Attachment A, Control No. L500689, under the Local Government Road Fund ("LGRF") Program for a local road project ("Project"), the purpose of which is to plan, design, construct, reconstruct, rehabilitate pavement, manage construction, construct drainage systems and make improvements on Henry Lynch Road from Rufina Street to Agua Fria Street; and

WHEREAS, the Project is a joint and coordinated effort for which the parties each have authority or jurisdiction and the Agreement specifies and delineates the rights and duties of the parties; and

WHEREAS, this Resolution serves to assume ownership, liability, and maintenance responsibility for the Project scope, or related amenities, as required by the Agreement, attached as

Attachment A; and

WHEREAS, the total estimated Project cost is Two Hundred Eighty-Five Thousand Six Hundred Sixty-Eight Dollars ($285,668), to be funded in proportional share by the parties hereto as follows:

1. The Department's share will be Seventy-Five Percent (75%), or Two Hundred Fourteen Thousand Two Hundred Fifty-One Dollars ($214,251)
2. The City's share shall be Twenty-Five Percent (25%), or Seventy-One Thousand Four Hundred Seventeen Dollars ($71,417); and

WHEREAS, the purpose of this project funding is for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction project from Rufina Street to Agua Fria Street; and

WHEREAS, the City of Santa Fe shall pay all costs, which exceed the total project cost of $285,668.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.

b. The Cooperative Agreement terminates on June 30, 2028, and the City of Santa Fe 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 the written agreement.

c. The person listed below, or their successor, is the Grantee's official representative shall have signature authority to bind the City of Santa Fe to the terms and conditions of this Cooperative Agreement,

Grantee: City of Santa Fe

Name: Michael Garcia

Title: Mayor

d. The person listed below, or their successor, shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City of Santa Fe in the manner set forth by the Cooperative Agreement.:

Grantee: City of Santa Fe

Name: Romella Glorioso-Moss

Title: Capital Projects Manager

BE IT FURTHER RESOLVED by the City of Santa Fe to enter into Cooperative Agreement for Project Control Number L500689 with the New Mexico Department of Transportation for the LGRF Program for fiscal year 2027 for Agua Fria Street to Rufina Street/ Henry Lynch Road - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements within the control of City of Santa Fe in the State of New Mexico.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Aug 20, 2026 13:02:54 MDT)

MARCOS D. MARTINEZ, CITY ATTORNEY

Legislation/2026/Resolutions/City Participation in LGRF for Henry Lynch Road Reconstruction Project

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500689

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L500689**, and the Public Entity's resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Two Hundred Eighty Five Thousand Six Hundred Sixty Eight Dollars and No Cents **($285,668)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2027 Local Government Road Fund **For the purpose stated above in Section 1.**	**$214,251**	**$71,417**	**$285,668**
		Total Project Cost	**$285,668**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
k. Design the Project in accordance with **Exhibit A**, "**Minimum Design Standards**", which is incorporated into this Agreement.
l. Adhere to **Exhibit B**, "**Minimum Survey and Right of Way Acquisition Requirements**", which is incorporated into this Agreement.
m. Comply with **Exhibit D**, "**Construction Phase Duties and Obligations**", which is incorporated into this Agreement.
n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
q. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No**. **1**.
r. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the **"Certification of Construction Phase"** form, attached as **Certification No**. **2**.
s. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the **"AS BUILT Summary of Costs and Quantities"** form, attached as **Certification No**. **3**. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
t. Failure to timely provide **Certification Nos**. **1**, **2** and **3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended By District 5

By:_____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Name and Title

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 10, 2026 09:52:25 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Santa Fe RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$285,668** to be funded in proportional share by the parties hereto as follows:

CN L500689 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2027 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	**$214,251**	**$71,417**	**$285,668**

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **$285,668**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **6/30/2028** and the **City of Santa Fe** 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 the written agreement.
c. The agent of the **City of Santa Fe**, _____(name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500689** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Agua Fria Street to Rufina Street/ Henry Lynch Road - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500689

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition) Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):

    _____a. 20 year pavement design; or

    _____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):

    a. Lighting;

    b. signalization;

    c. storm sewer and lift station;

    d. landscape;

    e. road exchange; and

    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500689

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500689** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as_____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

FIR No. 10651.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Approval of City's Participation in NMDOT's Local Government Road Fund

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 08/07/2026 **Phone:** (505) 955-6623

Reviewed by City Attorney: Marcos D. Martinez **Date:** 08/20/2026

Marcos D. Martinez (Aug 20, 2026 13:02:54 MDT)

Reviewed by Finance Director: **Date:** 08/20/2026

Summary:
The resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval of this resolution authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500689 to fund the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction and Roundabout project from Rufina Street to Agua Fria Street. The total estimated project cost is $285,668, with 75% ($214,251) funded through the NMDOT Local Government Road Fund Program and the required 25% local match ($71,417), provided by the City of Santa Fe.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If the resolution is not approved, the City will be unable to enter into the Cooperative Agreement with the New Mexico Department of Transportation and will forfeit $214,251 in LGF Program assistance. As a result, the reconstruction of the Henry Lynch Road from Rufina St to Agua Fria Street may be delayed or postponed until alternative funding is secured. Delaying the project will postpone planned safety, accessibility, drainage, and multimodal transportation improvements along the Henry Lynch Road corridor.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Approval of the resolution authorizes the City to enter into a Cooperative Agreement with the NMDOT for the LGRF Program. The Public Works Department, through the Complete Streets Division, will administer the grant, oversee project implementation, ensure compliance with the Cooperative Agreement, and coordinate with NMDOT throughout project delivery.

Fiscal Implications:

The total estimated project cost is $285,668. NMDOT will provide $214,251 (75%) through the Local Government Road Fund Program, and the City will provide the required local match of $71,417 (25%).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$ 71,417	Y	NR	Road Impact Fees	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
The total project expenditure of $285,668 will be used for the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction and Roundabout project from Rufina Street to Agua Fria Street. The project will be funded through a combination of state and local funds. NMDOT will provide $214,251 (75%) through the Fiscal Year 2027's Local LGRF Program. The City of Santa Fe will provide the required local match of $71,417 (25%) through road impact fees.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$214,251	NR	NMDOT
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$=		
Total	$	$	$		

Revenue Narrative:

The project will be funded through a combination of state and local funds. The New Mexico Department of Transportation (NMDOT) will provide $214,251 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of $71,417 (25%) through road impact fees.

Signature: Romella Glorioso-Moss

Email: rsglorioso-moss@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: mpesquibel@santafenm.gov

Date: July 1, 2026

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

From: Janice Biletnikoff, Long-Range Strategic Planner JB

Via: Heather Lamboy, Land Use Director

RE: Technical amendment clarifying park impact fee exemptions

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EXECUTIVE SUMMARY:

The proposed amendment to SFCC 1987, Section 14-7.9(E) clarifies an exemption to park impact fees. Specifically, construction permits for new residential units that are part of a master plan, development plan, or subdivision plat where land is dedicated to the city for park purposes may be exempt from park impact fees but would not be exempt from impact fees for roads, police, and fire.

BACKGROUND:

On January 1, 2026, a revised version of Chapter 14 of the SFCC 1987 (also known as the "Land Development Code") came into effect (see Ordinance No. 2025-25), replacing the previous version of Chapter 14. In the adopted text, a portion of the language in Section 14-7.9(E) was omitted as part of the effort to streamline the Land Development Code; however, this potentially changed the interpretation of the requirements of this section, resulting in possible confusion when applying the Code. The proposed bill resolves this confusion by creating a clearly identified rule specific to "pak impact fees", clarifying that the exemption is limited to park impact fees and does not apply to road, fire or police impact fees.

ATTACHMENTS:

Bill No. 2026-14
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-14

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Patricia Feghali

A BILL

AMENDING SECTION 14-7.9, SFCC 1987, TO CLARIFY A PARK IMPACT FEE EXEMPTION AS IT RELATES TO CERTAIN CONSTRUCTION PERMITS.

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

Section 1. Section 14-7.9 of SFCC 1987, Subsections A-D and F-L (being Ord. No. 2025-25, as amended) are omitted for readability. Section 14-7.9(E) of SFCC 1987 is amended to read:

14-7.9 – Impact Fees.

E. Exemptions, Waivers, and Reimbursements

I. The following are exempt from the provisions of this section:

a. Alterations of, or additions to, existing residential uses where no additional dwelling units are created;

b. Replacement of a destroyed, partially destroyed, or moved residential building or structure with a new building or structure of the same use and the same size and the same number of dwelling units;

c. Replacement of destroyed, partially destroyed or moved nonresidential

underscored material = new [bracketed material] = delete

building or structure with a new building or structure of the same gross floor area and use;

d. [~~Construction permits for new residential units that are part of a master plan, development plan or subdivision plat where land is dedicated to the City to provide park land, as provided in Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities;~~]

[~~e~~] Parking garages, parking canopies, or parking lots;

[~~f~~]e. Construction permits for uses specified in Section 14-4.5(A)(11) located within the Airport Road Overlay District;

[~~g~~]f. Construction permits for qualifying projects within the Midtown LINC overlay district as defined in Section 14-4.5(C)(4); and

[~~h~~]g. Santa Fe Homes Program projects receiving enhanced affordability incentives as described in Section 14-7.2(F).

II. *Park impact fee exemption.* Construction permits for new residential units that are part of a master plan, development plan or subdivision plat where land is dedicated to the City to provide park land may be exempt from park impact fees, as provided in Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities.

III. New Construction projects that request an exemption from the terms of this section shall claim that exemption at the time of application for a construction permit, and the Planning and Land Use Director shall determine the validity of a claim for exemption pursuant to the criteria set forth in this subsection.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jul 1, 2026 13:59:56 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill No. 2026- /Technical Amendment Park Impact Fees

FIR No. 10765.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Technical Amendment – Park Impact Fee Exemption

Sponsor(s): Councilor Jamie Cassutt and Councilor Patricia Feghali

Reviewing Department(s): Land Use Department, City Attorney's Office

Staff Completing FIR: Janice Biletnikoff, Long-Range Strategic Planner

Date: 6/24/2026 **Phone:** 505-699-4217

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jul 1, 2026 13:59:56 MDT) **Date:** 07/01/2026

Reviewed by Finance Director: **Date:** 07/01/2026

Summary:
The proposed amendment to SFCC 1987, Section 14-7.9(E) clarifies the applicability of an exemption to park impact fees. Specifically, construction permits for new residential units that are part of a master plan, development plan, or subdivision plat where land is dedicated to the city to provide park land may be exempt from park impact fees, but are not exempt from impact fees for roads, police and fire.

Departments Affected:
Planning and Land Use Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the potential exists for confusion in the application and calculation of impact fees, including but not limited to park impact fees. If the recently-adopted language is not clarified, the City could lose revenue from impact fees on large development projects wherein the developer claims they are exempt from all impact fees in Section 14-7.9, due to the dedication of park land as part of their project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Related to Ordinance No. 2025-25, which adopted the comprehensive rewrite of Chapter 14 of SFCC 1987.

Performance and Administrative Implications:
None at this time.

Fiscal Implications:
See "Consequences of Not Enacting Legislation" above. Even as there is no fiscal impact related to the adoption of the proposed bill itself, it is important to note the potential loss of revenue, should a lack of clarity for collecting park impact fees continue.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

Email: hllamboy@santafenm.gov

Signature:

Email: jibiletnikoff@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: August 14, 2026

To: Governing Body

From: Joel Cruz Haber, Senior Planner, Current Planning Division JCH

CC: Heather L. Lamboy, AICP Planning and Land Use Director
Maggie Moore, Assistant Land Use Director
Dan Esquibel, Planning Manager

CONSIDERATION OF A RESOLUTION

A Resolution Amending the General Plan's Future Land Use Map from Very Low Density to Low Density, for Approximately 0.27 Acres of Land at Parcel Numbers 99312180 and Approximately 0.46 Acres of Land at 99312181, within the City of Santa Fe (Case No. 2025-10766). (Joel Cruz Haber, Case Manager, jacruzhaber@santafenm.gov)

CONSIDERATION OF BILL 2026-15

A Bill Rezoning an Approximately 7.01-Acre Tract of Contiguous Parcels (910008728, 99312180, 99312181) Located at 2780 South Meadows Road, from R-3 (Three Dwelling Units Per Acre) to R-6 (Six Dwelling Units Per Acre) (Case No. 2025-10767). (Joel Cruz Haber, Case Manager, jacruzhaber@santafenm.gov)

I. **Planning Commission Recommendations:** On, May 7, 2026, the Planning Commission (the "Commission") recommended the Governing Body take the following actions:

a. **APPROVE** Case #2025-10766. Approve General Plan Amendment for 2780 South Meadows Rd for approximately +/- 0.70 acres of land from "Very Low Density" to "Low Density".

b. **APPROVE** Case #2025-10767. Rezoning the property at 2780 S Meadows Rd rezone +/- 7.01 acres located at 2780 South Meadows Rd from R-3 (Three dwelling units per acre) to R-6 (six dwelling units per acre)

II. **Sample Motions:** Two (2) motions will be required, in the following order:

a. **Move to approve or deny** Case #2025-10766, adopt a Resolution for a General Plan Amendment to the Future Land Use Map to change +/- 0.70 acres of land from "Very Low Density" to "Low Density" at parcels 9931218, 993122180, located at 2780 S. Meadows Rd

b. **Move to approve or deny** Case #2025-10767, adopting Bill 2026-15, changing the official Zoning Map designation from R-3 to R-6 for three contiguous parcels, 99312180, 99312181, 910008728, located at 2780 S. Meadows Rd.

SS001.PM5 - 7/95

III. ATTACHMENTS

A. *Planning Commission packet*

B. *Planning Commission Findings of Fact and Conclusions of Law (General Plan Amendment)*

C. *Planning Commission Findings of Fact and Conclusions of Law (Rezone)*

D. *Planning Commission minutes of May 7, 2025*

E. *Applicant Submittals*

F. Bill 2026-15 Changing the Official Zoning Map from R-3 to R-6 (General Commercial)

G. Resolution 2026-XX Adopting a General Plan Amendment for 2780 South Meadows Rd for approximately +/- 0.70 acres of land from "Very Low Density" to "Low Density".

Planning and Land Use Department
Planning Commission Staff Report

Case No's: 2025-10766 & 2025-10767

Hearing Date: May 7, 2026

Agent: Sommer Karnes & Associates LLP.

Owner: Montoya y Garcia LLC

Request: General Plan Amendment & Rezoning

Location: 2780 S. Meadows Rd parcel #'s 910008728, 99312180, 99312181

Case Mgr.: Joel Cruz-Haber

Current Zoning: R-3

Current Future Land Use: Very Low Density

Overlay: Rivers and Trails Archeological District

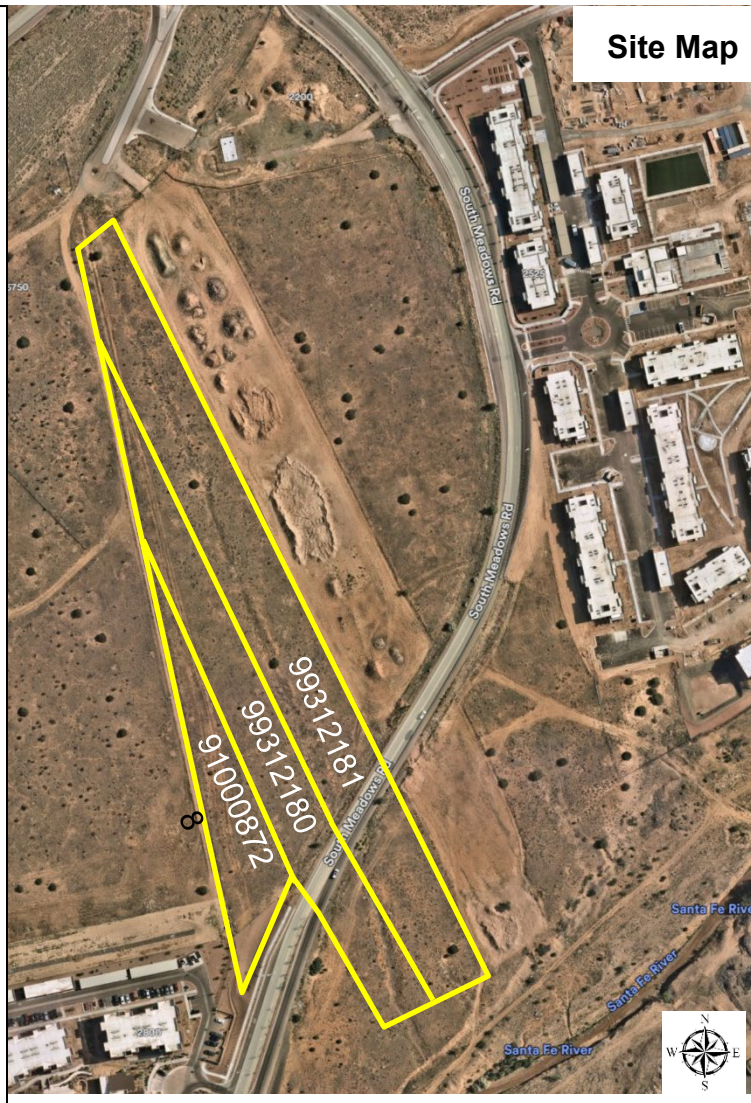
Master Plan: None

Pre-app Mtg: May 23, 2024

ENN Mtg: April 24, 2025

Proposal: The applicant requests approval for General Plan Amendment to the Future Land Use Map, change ≈0.70 acres of land from "Very Low Density" to "Low Density" and Rezoning from R-3 (three dwelling units per acre) to R-6 (six dwelling units per acre) for three contiguous parcels totaling ≈7 acres.

Site Map



Case #2025 – 107066 General Plan Amendment. Sommer Karnes and Associates, LLP, Agent, for Montoya y Garcia LLC, Owner, requests approval for a General Plan Amendment to the future land use map for two contiguous lots consisting of a portion of land approx. 0.70-acres located at 2780 S Meadows Rd. from "Very Low Density" to "Low Density" (Joel Cruz-Haber, Case Manager, jacruzhaber@santafenm.gov, (505) 955-6684).

Case #2025 - 107067 Rezoning. Sommer Karnes and Associates, LLP, Agent, for Montoya Y Garcia LLC, Owner, requests approval for a rezoning of three contiguous lots consisting of approx. 7.01-acres located at 2780 S Meadows Rd from R-3 (residential, three dwelling units per acre) to R-6 (residential, six dwelling units per acre) (Joel Cruz-Haber, Case Manager, jacruzhaber@santafenm.gov, (505) 955-6684).

I. RECOMMENDATION:

City Planning and Land Use Department staff ("Staff") recommends **the Planning Commission recommend the Governing Body *approve* Case #2025 – 10766, General Plan Amendment** and **Case #2025 – 10767, Rezoning**.

Two motions will be required for this case:

1. *Recommend the Governing Body approve or deny Case #2025-10766, General Plan Amendment.*

2. *Recommend the Governing Body approve or deny Case #2025-10767, Rezoning.*

II. EXECUTIVE SUMMARY:

This application was submitted on May 12, 2025, and is being reviewed under the Land Development Code ("Code") that was in effect prior to January 1, 2026. The property consists of three contiguous parcels (910008728, 99312180, 99312181) totaling approximately 7-acres, located at 2780 S. Meadows Road, directly Southwest from the South Meadows and Veterans Memorial Highway interchange, and bisected by South Meadows Road (the "Property") (Figure 1).

A pre-application meeting was held on May 23, 2024 with the City's "Development Review Team" ("DRT") to discuss the scope of the request and actionable steps to proceed with their proposal. To initiate the Early Neighborhood Notification ("ENN") process, the applicant ("Applicant") sent letters to neighbors within 300' of the Property, posted signs on the Property, and sent certified mail to neighbors within 100' on April 9, 2025. The ENN meeting was hosted by the Applicant over Zoom on April 24, 2025, with staff attendance and zero attendees from the public. The Applicant requests that the Planning Commission recommend that the Governing Body approve a General Plan Amendment changing the future land use designation on a portion of the Property approximately 0.70 acres in size, from "Very Low Density Residential" to "Low Density Residential", ("Amendment"), and a rezoning from R-3 (residential, three dwelling units per acre) to R-6 (residential, six dwelling units per acre) ("Rezoning") on the entirety of the Property. If the Amendment and Rezoning are approved, future development may require a Development Plan and/or Subdivision review subject to the requirements of the code in place at the time

of application[1].

III. PROJECT ANALYSIS

A. Property Information

The City of Santa Fe's Future Land Use Map, ("FLUM") designates a range of possible residential uses for the Property, from *Very Low*, *Low*, to *Medium* (see *Table 1 and* Figure 2) and designates a small portion of the Property immediately adjacent to the Santa Fe River as *Open Space*. The existing residential FLUM designations accommodate a range of densities from 1 dwelling unit per acre up to 12 dwelling units per acre. The Amendment request from *Very Low* to *Low* covers a small portion (approx. 0.70 acres) of parcels 99312180 and 99312181, closest to the Santa Fe River (see Figure 2). The City's zoning map ("Zoning Map") demonstrated in Figure 3 show the Property zoned as 3 Residential units per acre (R-3).

[1] The provisions now appear at SFCC 1987, 14-2.1D.3 effective January 1, 2026, following recodification.

TABLE 1: Existing Future Land Use Map Evaluation

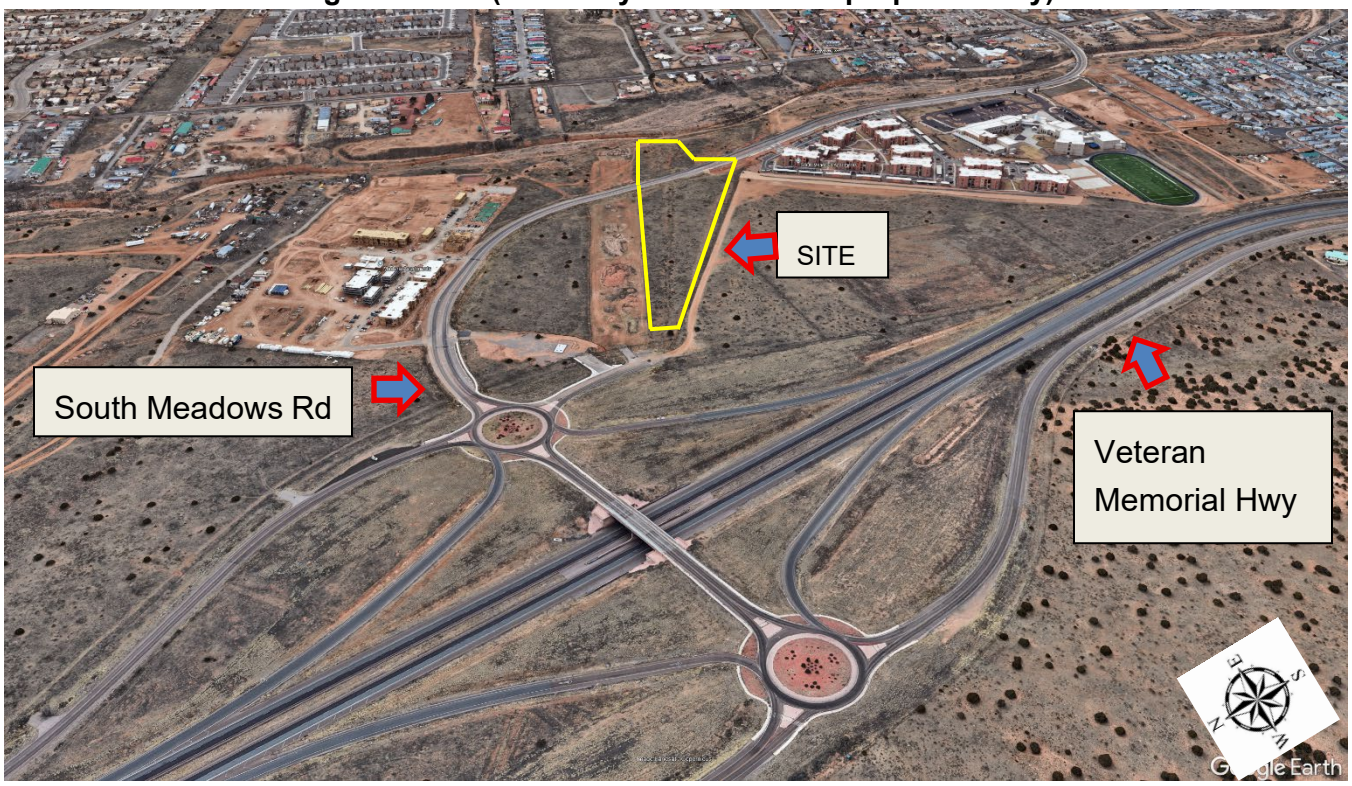
Parcel Number	Future Land Use Designation (FLUD) Densities	Total Acreage of FLUD Densities	Parcel Acreage
910008728	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW)	**≈0.01** ≈1.70	≈1.71
99312180	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW), 1-3 DU per acre, (RVLO), Open Space (POSP)	**≈0.28** ≈1.0 ≈0.27 ≈0.11	≈1.66
99312181	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW), 1-3 DU per acre, (RVLO), Open Space (POSOP)	**≈1.27** ≈1.98 ≈0.46 ≈0.22	≈3.93

The Code requires that the official zoning map provided for in Section 14-4.1(C) must conform to the 1999 General Plan (the "General Plan"), including the FLUM. The FLUM designates a portion of parcels 993122180 and 99312181 as Very Low Density, which allows one to three dwelling units per acre. The underlying zoning district for the Property is R-3. The applicant is proposing to change the portion of the Property designated as *Very Low Density* to *Low Density*, which is compatible with a range of residential densities from three to seven dwelling units per acre. The Applicant is also requesting to rezone the Property from R-3 to R-6 to be consistent with the General Plan and requested change to the FLUM.

If the requested Amendment and Rezoning are approved, the Property would be consistent with the

Future Land Use Map; therefore, no changes to the future land use map or underlying zoning district would be required for future development consistent with Chapter 14. In addition, the Amendment and Rezone change from Very Low Density to Low Density and R-3 to R-6 reduces the density restrictions established by Low Density and the R-3 District and therefore is more consistent with General Plan policies encouraging infill development[2] and concentrating the population at greater densities to expand potential for central transit nodes.[3] Furthermore, the proposed medium-density development will be comparable to and compatible with nearby development. The character of the area is changing with the growth of the southwestern portion of the city.

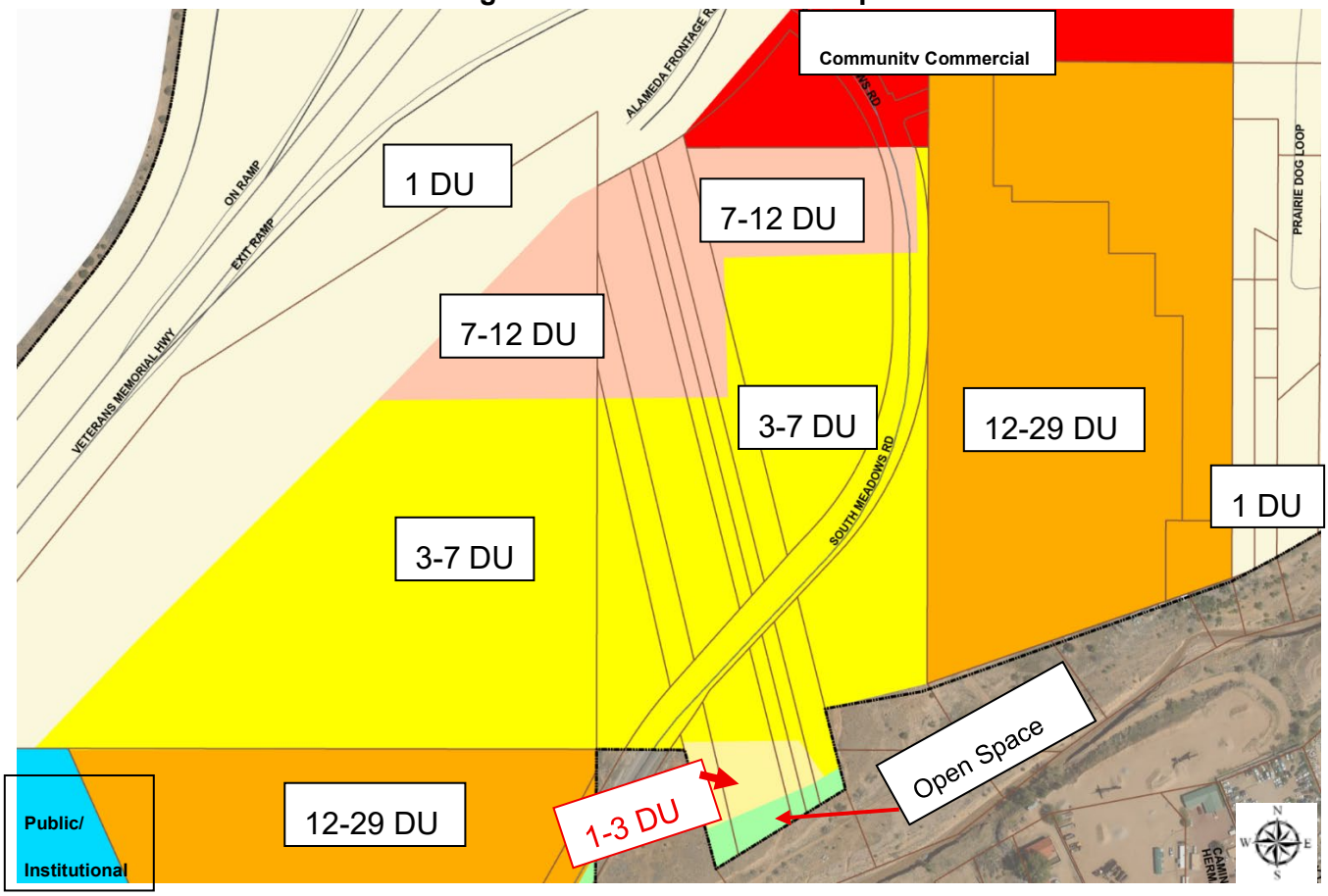
Figure 1: Site (boundary for illustrative purposes only)



[2] *See* General Plan Policy 3-G-3: "There shall be infill development at densities that support the construction of affordable housing, and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property."

[2] *See* General Plan Policy 4-1-G-2: "Concentrate population at greater densities in developing areas with centrally located neighborhood centers to encourage pedestrian scale development, reduce auto dependence, and provide central transit nodes."

Figure 2: Future Land Use Map



B. Zoning and Land Use

Zoning designations for the surrounding properties include R-1 (residential, one dwelling-unit per acre), R-3 (residential, three dwelling-units per acre), C-2 (General Commercial), and R-21 (residential, 21 dwelling-units per acre). The City Zoning Map is shown in Figure 3: *"Existing Zoning*." The abutting land uses include Veterans Memorial highway and South Meadows interchange to the north, vacant land to the East, West, and South. Surrounding land uses include single family homes within the Village of Agua Fria, Cottonwood Mobile Home Park, Madera and South Meadows Apartments providing 355 and 240 dwelling units, and El Camio Real Public School (preK-8th) (Table 2). Although the applicant is requesting a change in zoning, the zoning dimensional standards will remain the same for the original and prevailing rezone as set forth in the table of dimensional standards for residential districts per §14-7.2-1 (Table 3).

Table 2: Surrounding Zoning and Use

Abutting Property	FLUM Designation	Current Zoning	Existing Uses
North	1-DU	R-1	Veterans Memorial Highway
South	N/A	Village of Agua Fria (County)	Santa Fe River/ Vacant
East	3-7DU / 7-12 DU	R-3	Vacant
West	3-7 DU / 7-12 DU / 12-29 DU	C-2 / R-21	Vacant/ Madera Apartments

Figure 3: Existing Zoning

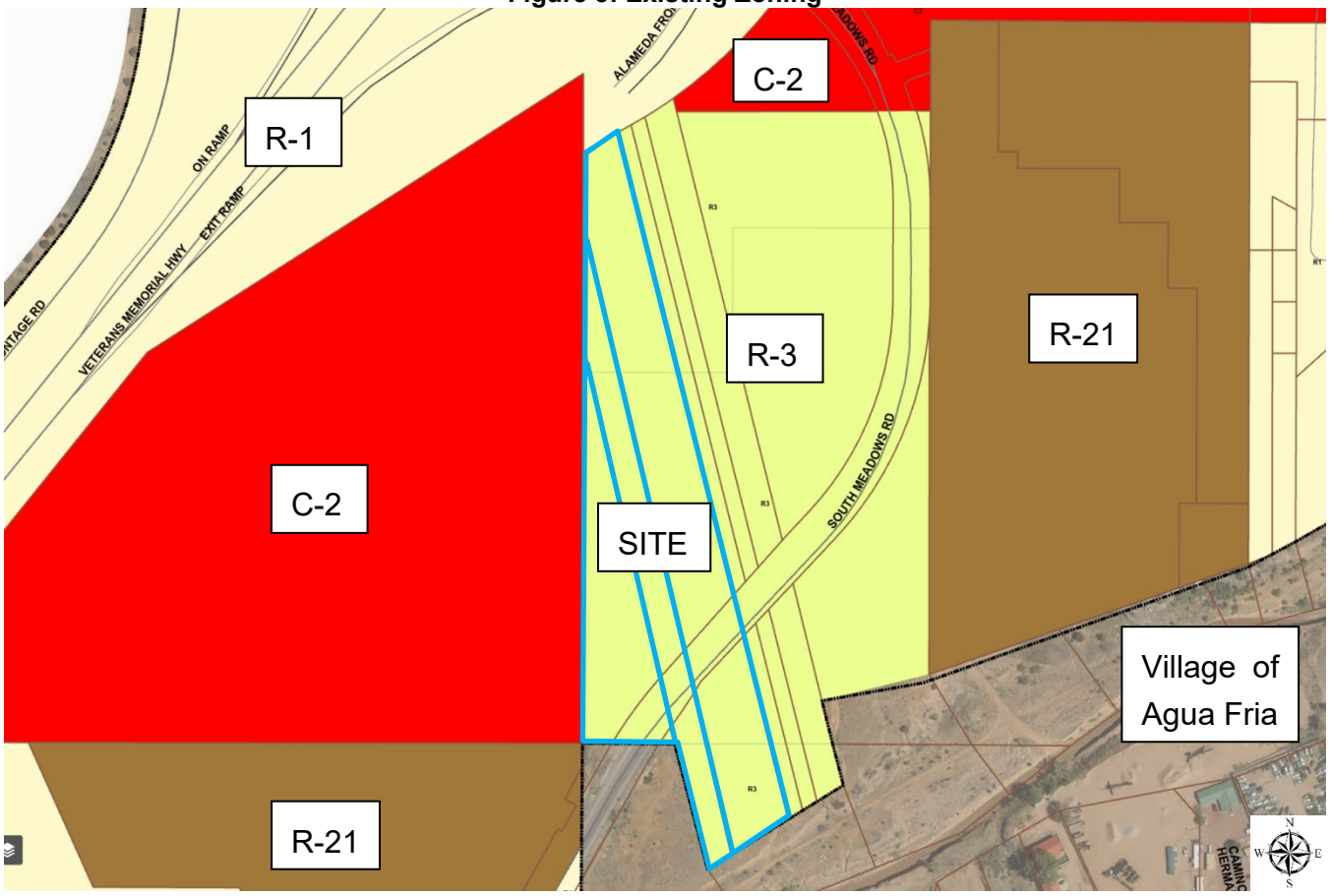


Table 3. Zoning Dimensional Standards

Requirement	R-3 (Current Zoning)	R-6 (Proposed Rezone)
Height	24' (Residential) / 35' (Nonresidential)	24' (Residential) / 35' (Nonresidential)
Setbacks	Street: 7' (20' for carport /garage) Rear: 15' Side: 5'	Street: 7' (20' for carport /garage) Rear: 15' Side: 5'
Open Space	None / Multifamily is 250 sq ft per DU	None / Multifamily is 250 sq ft per DU
Lot Coverage	40% or 50% with private open space	40% or 50% with private open space
Density	3 Dwelling Units Per Acre	6 Dwelling Units Per Acre

C. Legal Lot of Record

The Applicant has provided survey of subdivisions created by the United Stated Department of the Interior Bureau of Land Management December 2, 1995. Based on staff's determination, the survey provided established legal lot of record (see Attachment E).

D. Fire Prevention and Emergency Access

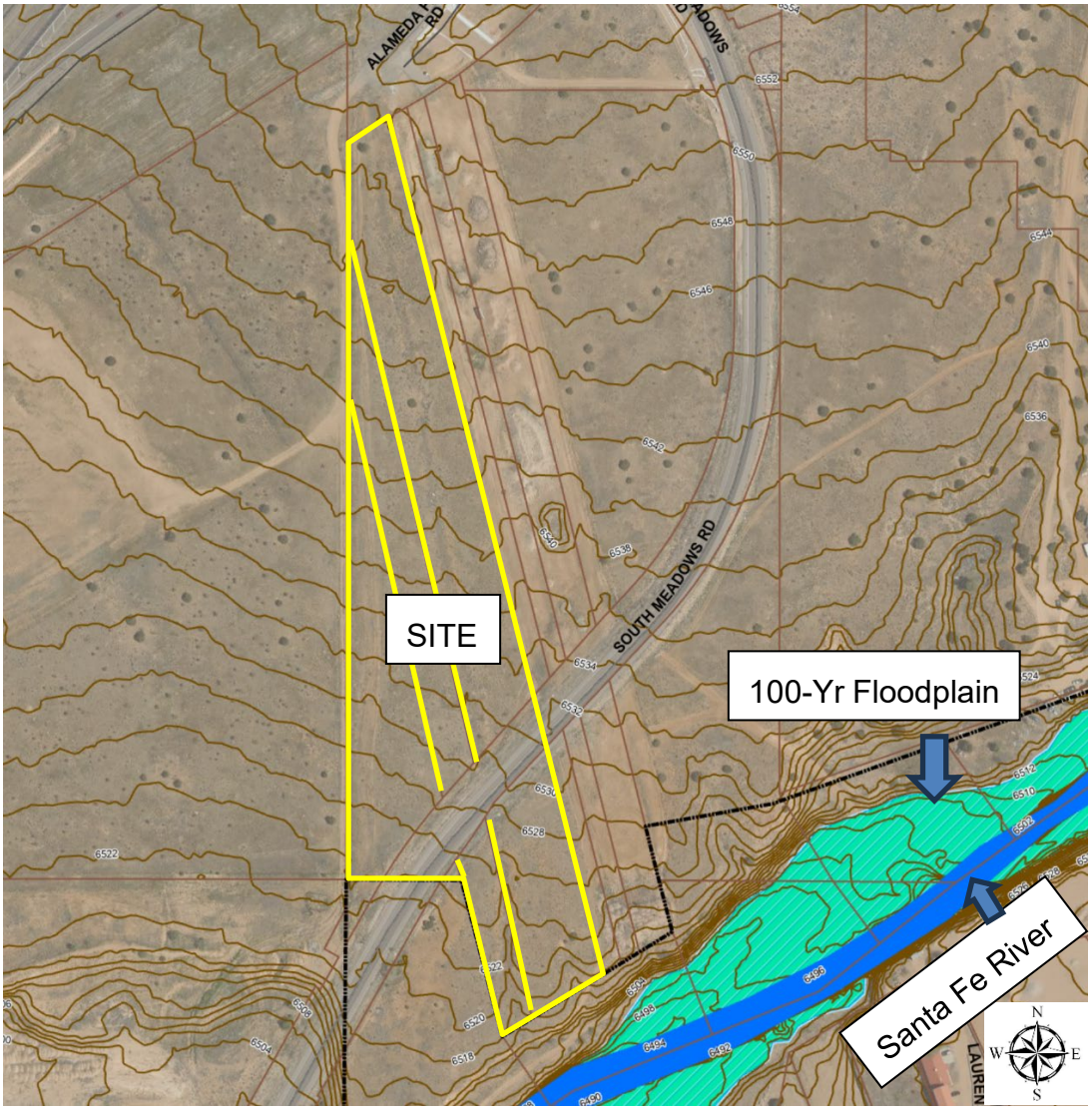
Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, at least one through street that traverses the entire developed

area shall be provided for every 10-acres of development per §14-9.2(D)(3) and at least two connections to the existing road network points shall be provided for every 500' where feasible per §14-9.2(D)(4). It is likely that one road work connection will be off South Meadows Rd, located south of the Property and the second connection will be off Alameda Frontage Rd, located north of the Property.

E. Terrain Management

Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, a drainage and terrain management plan shall be submitted to address drainage report, slope analysis, significant tree count, and lighting plan with the associated Development Plan. Staff's analysis of the site has determined the Property does not have slopes that exceed 30%. The northern portion of the Property has an elevation of 6,550 feet and gradually decreases to an elevation of 6,520 feet, a slope totaling approximately 2% traversing the Property (Figure 4). Although the Santa Fe River is located south of the Property, the Property is not located within the FEMA 100-year floodplain (Figure 4).

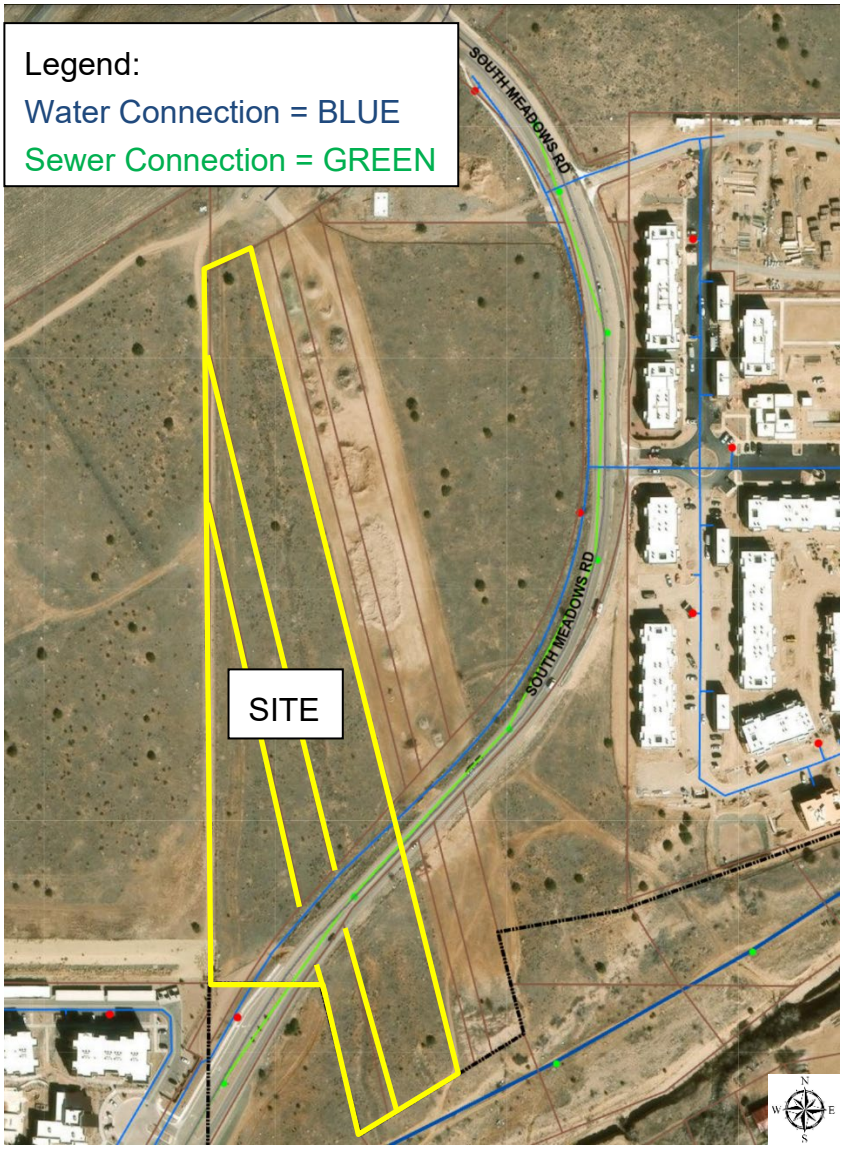
Figure 4: Topography and Floodplain



F. City Utilities

Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, a water plan, water budget, and wastewater plan shall be provided to the City of Santa Fe Water and Wastewater for division for review. The Property is located within 200 feet of a water and sewer line (Figure 5), therefore, at the time of development, connections to city utility services shall be made.

Figure 5: Utilities



G. Archaeology

The Property is in the River and Trails Archaeological District and has not received archeological clearance. The Applicant shall submit an archaeology survey whether or when a development plan application is submitted. Archaeological clearance is not required at this time but shall be required prior to approval of any final development plan or plat for this project per SFCC 1987, §14-3.13(B)(2).

IV. GENERAL PLAN AMENDMENT APPROVAL CRITERIA

SFCC Section 14-3.2(E) and (E)(2) sets forth approval criteria for a General Plan Amendment as follows:

(1) The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:

Table 1: General Plan Amendment Approval Criteria

Criterion a (14-3.2(E)(1)(a)): consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

The population of the City of Santa Fe is projected to grow at the rate of approximately 10% over the next ten years. The current population of the City of Santa Fe is approximately 91,000. (United States Cenus Bureau v2024 Estimate) According to population projections, the city will require 1,702 ownership units and 1,045 rental units to accommodate household growth by 2030. (City of Santa Fe City of Santa Fe Five Year Affordable Housing Strategic Plan, Sec. II, p. 31) The general plan amendment proposes to increase the range of allowable housing to between 3 and 7 dwelling units per acre. It is consistent with the current needs of the City with respect to housing.

Likewise, the City of Santa Fe Economic Development Plan envisions the ability of the City to attract job creating businesses. The availability of housing is imperative for the implementation of the City's economic development goals. The application is consistent with those goals as well.

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. If rezoned to R-6, this residential development will provide residential density for up to approximately 42 market rate homes and 8 affordable homes, together with accessory uses. Adding 50 homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Low Density (Transitional)" Map 2.6.5 (Attachment E).

The proposal is completely consistent with the Plan's future land use designation.
The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date

for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan. Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

Staff Response:

The Property is located within the Southwest Santa Fe Community Area Master Plan, a general plan amendment adopted by Governing Body in 2005 to review the characteristics, challenges, and development to propose neighborhood patterns in 7 neighborhoods that harmonious with the area. The subject Property is located in the River Corridor Plan area. Proposed development patterns include creating public easements to allow community access to the river, an increase in density ranging from 2.5 to 10 dwelling units per acre and maintaining long-lots between the River and Agua Fria to be harmonious with the Greater Agua Fria Area.

The 1994 county housing plan study projected an addition of 800-1,100 housing units in the greater Agua Fria area by 2020. Since the adoption of the 1999 General Plan, the Traditional Agua Fria Historic Community has increased its boundary, reducing the size of the Greater Agua Fria Area; and therefore, the acreage of land available for development has decreased and altered consistency with growth projections for Santa Fe and Santa Fe County.

Since the adoption of the 1999 General Plan which includes growth projections and economic development goals for the Greater Agua Fria Area, the boundary for the Greater Agua Fria has decreased in size to increase the boundary for the Traditional Village of Agua Fria (Attachment B). The change in boundaries has altered the growth and economic projections contained within the General Plan, making them erroneous. Although growth projections have not been met by the General Plan, aspects of the General Plan such as availability and access to infrastructure is consistent with the General Plan as there are city water and sewer services able to accommodate medium to high density development (Figure 5).

4-4-I-3: “Ensure that all residential development within the future growth areas is built at minimum gross density of three units per acre, and an average of five units per acre, where topography allows.

4-4-I-5: “Support rezonings requests for those specifically identified infill sites at densities consistent with those established in this Plan.”

4-4-I-6: “The target density for new infill residential development, in order to address affordable housing goals, is a minimum of 5 units per acre (net) with seven units per acre (net) preferred. The actual net density proposed for an infill site should be keeping the density range shown for the property in Future Land Use (Figure 2) and should propose a reasonable increase in density over the surrounding neighborhood. The design of the infill project must reflect the character of the surrounding

neighborhoods, while maintaining a balance between land use and the traffic carrying capacity of existing streets."

Staff finds the Applicant has addressed this criterion.

Criterion b (14-3.2(E)(b)): consistency with other parts of the general plan ;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.
Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation.

The location of the Property and its residential community uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

Staff Response:
Staff agrees with the applicants findings regarding how the project is consistent with the General Plan and Southwest Santa Fe Community Area Master Plan's intensification of density and transportation

goals that are accomplished through existing infrastructure that had not existed over a decade ago.

The proposed amendment also meets the following General Plan policy and goals:

General Plan Policy 3-G-3: “There shall be infill development at densities that support the construction of affordable housing, and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property” And;

General Plan Policy 4-1-G-2: “Concentrate population at greater densities in developing areas with centrally located neighborhood centers to encourage pedestrian scale development, reduce auto dependence, and provide central transit nodes” And;

“This classification mainly applies to detached single-family dwellings but attached single-family units or multifamily units may be permitted, provided each unit has ground-floor living area and private outdoor open space”, per General Plan Policy 3.5.

Criterion c (14-3.2(E)(1)(c)): the amendment does not: **(i)allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or** **(ii)affect an area of less than two acres, except when adjusting boundaries between districts; or** **(iii)benefit one or a few landowners at the expense of the surrounding landowners or the general public;**	**Criterion Met: (Yes/No)** **YES**

Applicant’s Response:

(i) The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area. Additionally, the approved and developed land uses adjoining the property and less than a quarter mile away are all residential uses and are therefore consistent with the prevailing character of the area.

(ii) The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center, thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property. The amendment will not benefit the owner of the property at the expense of the surrounding landowner because it will enhance the surrounding landowners’ use available on their properties, and the added housing will benefit the general public.

Staff Response:

(i) The requested Amendment does not allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in area: the use is residential and staying residential. Recent residential development within the SWCAMP and particularly the River Corridor Plan Area has surpassed density targets due to the demand for additional housing. The uses surrounding the Property consists of high-density multifamily developments, vacant land zoned C-2, which allows for multi-family with no density restrictions, a K-8th grade school a nonresidential use and the Veteran's Memorial Highway (transportation). The area consists of high-density neighborhood style development making the proposed Amendment from Very Low Density to Low Density in alignment with prevailing uses and character of the area.

(ii) Although the portion of land being Amended from Very Low Density to Low Density only affects an area totaling ≈.73 acres, when adjusting boundaries between districts, a 2-acre minimum is not required to be met.

(iii) Although there is no proposed development currently, the cost of developing a property is at the responsibility of the property owner. Financial and surety agreements shall be arranged prior to recording a development plan or issuing a building permit.

The Applicant has addressed this criterion.

Criterion d (14-3.2(E)(d)): an amendment is not required to conform with Subsection 14-3.2(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;	**Criterion Met: (Yes/No) YES**

Applicant Response:

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved Low density residential development.

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

Staff Response:

The proposed amendment conforms with §14-3.2(E)(1)(c). It will provide additional housing options, including affordable housing, for the community.

Staff finds the applicant as addressed this criterion.

Criterion e (14-3.2(E)(1)(e)): compliance with extraterritorial zoning ordinances and extraterritorial plans;	**Criterion Met: (Yes/No) YES**
Applicant's Response: Not applicable	
Staff Response: Not Applicable.	
Criterion f (14-3.2(E)(1)(f)): contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development ; and	**Criterion Met: (Yes/No) YES**
Applicant's Response: The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.	
Staff Response: The Applicant's response does not clearly tie the request to coordinated, adjusted and harmonious development, nor does it clearly address how the requested change fits into the Southwest Santa Fe Community Area Master Plan or River corridor framework. The Applicant's response refers to a "lack of services," and that the Governing Body has already planned for community commercial uses but does not support or clearly address Criterion 14-3.2(E)(1)(f). The Applicant partially addresses the criterion, but Staff's Analyses is needed to establish that the amendment supports coordinated and harmonious development, is generally consistent with the SWCAMP Master plan, and promotes the general welfare, efficiency and economy of an area. It is clear that changes to the area have expanded opportunities for residential development in the area with existing and planned infrastructure, increases the City's housing stock, and supports development patterns that can help attract needed services to the area all of which promotes the "*contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development."* Staff finds that the proposed amendment supports coordinated and harmonious development, is	

generally consistent with the Southwest Santa Fe Area Master Plan, and with compliance with Chapter 14 and other applicable requirements, satisfies criterion 14-3.2(E)(1)(f).

Criterion g (14-3.2(E)(1)(g)): consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Low Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

Staff Response:

The Property is in the Archeological River and Trails Review District and shall receive Archeological clearance prior to receiving approval for a development plan or building permit for any proposed future development on site. Additionally, the Property is located within the River Corridor Plan Area established in Southwest Santa Fe Community Master Plan (SWCAMP) (Attachment B, Pg. 41-47) in the Summer of 2005."Through collaboration with constituents and local stakeholders, the SWCAMP determined there was a shift towards a de-emphasis of uses related to the Santa Fe River and an emphasis on urban and suburban development because of City utilities extending north of the Santa Fe River." (Attachment A-2, Pg. 42) Moreover, the report calls for the creation of easements along the Santa Fe River for the purpose of public access and protection of the river as a valued natural resource. As a result, the southern portion where the Property abuts the Santa Fe River has a future land use designation as Open Space (Figure 2). The proposed amendment does not include changing the Open Space designation in the FLUM; therefore, it is in conformance and consideration with that portion of the SWCAMP.

Furthermore, SWCAMP mentions "The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested," (Attachment A, SWCAMP pg.45).

The proposed Amendment is in conformance with the desired density in the area and continuation of the character of the Traditional Agua Fria Village. Future development shall ensure public access to

the Santa Fe River and maintain long-lot form. Staff finds the Applicant has addressed this criterion.

Table 4: SFCC §14-3.2 (E)(2): Additional Criteria for Amendments to Land Use Policies

(2) In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback, landscaping or other means, and a finding must be made that:

Criterion a (14-3.2(E)(2)(a)): the growth and economic projections contained within the general plan are erroneous or have changed;	**Criterion Met: (Yes/No) YES**
Applicant's Response: As to subsection a, as addressed in section 1. A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.	
Staff Response: The subject Property is located within the River Corridor Plan Area, an area adjacent the Traditional Village of Agua Fria . The 1994 county housing plan study projected an addition of 800-1,100 housing units in the greater Agua Fria area by 2020. Since the adoption of the 1999 General Plan, the Traditional Agua Fria Historic Community has increased its boundary, reducing the size of the Greater Agua Fria Area and therefore, the acreage of land available for development has decreased and altered consistency with growth projections for Santa Fe and Santa Fe County. Since the adoption of the 1999 General Plan which includes growth projections and economic development goals for the Greater Agua Fria Area, the boundary for the Greater Agua Fria has decreased in size to increase the boundary for the Traditional Village of Agua Fria (Attachment B). The change in boundaries has altered the growth and economic projections contained within the general plan, making them erroneous. Although growth projections have not been met by the General Plan, aspects of the General Plan such as availability and access to infrastructure is consistent with the General Plan as there are city water and sewer services able to accommodate medium to high density	

development (Figure 5).

In 2007, the Governing Body adopted the Southwest Area Comprehensive Master Plan (SWACMP) by resolution and formally incorporated it into the General Plan. As such, the SWACMP amended the 1999 General Plan by adding the SWACMP master plan as part of the governing policy framework. Because the SWACMP was incorporated into the General Plan by official action of the Governing Body, both the General Plan and the SWACMP must be reviewed and addressed in connection with any General Plan Amendment. While I understand the SWACMP may be cumbersome to apply, it is nevertheless part of the General Plan and, in many instances, controls over the more general provisions of the 1999 Plan. Therefore, all proposed General Plan changes and rezonings are required to address the SWACMP where relevant.

Staff finds the Applicant has addressed this criterion.

Criterion b (14-3.2(E)(2)(b): no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

Staff Response:

The Future Land Use designation for the subject Properties is Very Low Density residential. The applicant is requesting an amendment to Low Density residential, not a change in land use, therefore, the request is to allow for an incremental increase in the density of the site is in compliance with the General Plan.

Criterion c (14-3.2(E)(2)(c): conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

Staff Response:

The conditions affecting the location and area include high-density multifamily development, construction of the S Meadows corridor, and critical utility infrastructure has been provided to the area

because of development within the past 5 to 10 years. The market and Santa Feans demand more housing at infill development sites throughout the City, therefore, the proposed Amendment to increase density in step with the conditions affecting site location and land area. The Applicant has addressed this criterion.

V. REZONING APPROVAL CRITERIA

Section 14-3.5(A) and (C) SFCC 2001 sets forth approval criteria for rezoning as follows:

(1) The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

Table 3: Rezoning Approval Criteria

Criterion 1 (14-3.5(C)(1)(a)): one or more of the following conditions exist: **(i) There was a mistake in the original zoning;** **(ii) There has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or** **(iii) A different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;**	**Criterion Met: (Yes/No)** **YES**
Applicant's Response: (i) There was a mistake in the original zoning; (ii) There has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses. (iii) As addressed above, rezoning the Property from R-1 to R-6 will build on the City's policy decision in designating the area for Low Density Residential uses as part of annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Low Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange,	

providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

Staff Response:

(i) There was no mistake in the original zoning.

(ii) The surrounding area has gone through a considerable land use change that has altered the character of the surrounding neighborhood to such an extent to justify an increase in density. Since 2000, the surrounding area has been developed with high-density multifamily apartments, the South Meadows Interchange being completed in 2011, and rezones from lower densities to accommodate higher density residential development and infill commercial development.

(iii) The Property is in the infill development area which promotes single family home and multi-family development on vacant land within the Santa Fe City limits. The request will not change the residential use of the Property, only increase the density from R3 to R6. Additionally, the SWCAMP designates the area the Property is located in as "transitional" from l low to medium residential density. This transitional area provides a buffer between higher density land-use designations and developments to the East. The higher density adds additional needed housing to the area which provides for greater opportunity and variety of benefits for the community than the current R-1 zoning. The change to R-6 is advantageous to the community to develop much needed services to the area. It is likely with the update of the Land Development Code the R-1 district will be eliminated to help promote additional housing development.

Staff finds the Applicant has addressed this criterion.

Criterion 2 (14-3.5(C)(b)): all the rezoning requirements of Chapter 14 have been met;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

Staff Response:

Staff finds that the rezoning requirements of Chapter 14 have been met: specifically, §14-3.1 "Applicable General Provisions" (the authority to file; form of the application; fees paid; pre-application conference and ENN requirements, sign posting and public notice) and the provisions, procedures, and additional requirements of §14-3.5 "Rezonings." Additionally, the rezoning application has been transmitted and reviewed by the Development Review Team (DRT) of whom review and ensure the requirements in Chapter 14 have been met.

Criterion 3 (14-3.5(C)(1)(c)): the rezoning is consistent with the applicable policies of the general plan, including the future land use map;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Low Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

Staff Response:

SWCAMP mentions "The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested," (Attachment A, SWCAMP pg.45).

If the proposed Amendment to increase the future land use designation of land from very low density to low density, is approved, the proposed Rezoning from 3 dwelling units per acre to 6 will be consistent with the policies of the Southwest Santa Fe Community Area Master Plan, and general plan, including future land use map.

The Applicant has addressed this criterion.

Criterion 4 (14-3.5(C)(d)): the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met: (Yes/No) YES**

Applicant Response:

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

Staff Response:

SFCC 1987, Section 14-3.5(C)(2)(b) prohibits a rezoning if the rezoning will "affect an area of less than two acres." The Property is ≈7-acres and therefore exceeds the required two acres. The Rezoning and proposed use is sufficient and meets city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city. The project is located within the "Infill Area" identified in the Growth Management Chapter of the General Plan figure 4-4 Urban Sub-Areas and proposes a development that meets the needs of the community while being served by sufficient infrastructure including roads, utilities and transit. Furthermore, the infill development area represents the highest priorities for public investment for infrastructure and city services. The "Urban Area" has the potential to absorb 1,000 new housing units within the designated "Infill area," which includes vacant infill sites per the growth management section 4.4.1 of the General Plan. Therefore, the subject parcel is geographically located that sufficiently meets the projected growth rate goals for the city of 30,000 additional residents by 2020 (General Plan 4.3.1). Staff finds the applicant as addressed this criterion.

Criterion 5 (14-3.5(C)(1)(e)): the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange.
Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 14. Substantial existing park land exists just to eh east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

Staff Response:

Although the requested Rezoning does not include a Master Plan or Development Plan to determine how infrastructure would service the Properties, the existing infrastructure abutting and surrounding the Property will be able to accommodate impacts future residential development. The rezoning request was sent to City of Santa Fe agencies for review and determined future development will trigger a Traffic Impact Analysis, water budget, utility plan for connections to City water and sewer services to ensure compliance with Chapter 14. Today, the Property is bisected by South Meadows road, a high transit corridor with available infrastructure for surrounding and abutting uses include high density multifamily projects.

This existing infrastructure supports higher density uses, therefore the existing infrastructure will be able to accommodate the impacts for the proposed increase from low to medium density.

Staff finds the applicant as addressed this criterion.

Criterion 6 (14-3.5(C)(2)): Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;** **(b) affect an area of less than two acres, unless adjusting boundaries between districts; or** **(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met: (Yes/No) YES**

Applicants' Response:

(a) Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Low Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Low Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.

(b) The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

(c) As addressed herein, development of the Property for Low Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing.

Staff Response:

(a) The proposed Rezoning will allow for an increase the maximum density from 3 dwelling units per acre to 6. This proposed increase in density is consistent with the infill development goals established in the General Plan and with the character of the area made up of high-density multifamily apartments, 21 and 3 dwelling units per acre districts abutting the Property (Figure 3). Although the proposed Rezoning does not propose a high-density designation, the increase in density is consistent with the

medium to high density uses and not significantly different with the prevailing use and character of the area. SWCAMP mentions “The remaining areas designated as rural protection areas have been recommended as a “Residential Very Low Density” future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City’s General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested.” (Attachment A, SWCAMP pg.45)

(b) The proposed Rezoning will affect an area totaling ≈ 7 acres and is adjusting the boundaries between districts.

(c) There is no proposed development with Rezone. At the time of development, the property owner shall develop the property at their expense and obtain the necessary surety agreements and bonds to ensure the cost of development is not at the expense of surrounding landowners or general public.

Staff finds the Applicant has addressed this criterion

VI. ATTACHMENTS

ATTACHMENT A: Development Review Team

1. Initial Review Letter 2780 S Meadows Rd
2. Southwest Area Santa Fe Master Plan

ATTACHMENT B: Maps and Photos

1. Future Land Use
2. Current Zoning
3. Aerial Photos
4. Topography
5. Utility Connections
6. Vicinity Map

ATTACHMENT C: Applicant Materials

1. A 2780 South Meadows Rd MyG PLUD-04_General_Plan_Amendment
2. B 2780 South Meadows Rd PLUD-07_Rezoning
3. C 2780 Montoya Y Garcia REVISED Ap Letter
4. C2 2780 South Meadows Rd ENN Meeting Notes
5. D 2780 South Meadows Rd County Parcel.300 FT BUFFER
6. D1 2780 South Meadows Rd County Parcel Info
7. D1 2780 South Meadows Rd Mailing Owners
8. D2 2780 South Meadows Rd Mailing Tenants 1 of 2
9. D3 2780 South Meadows Rd Mailing Tenants 2 of 2
10. D4 2780 South Meadows Road Map 300' Buffer

11. E 2780 South Meadows Road Boundary Survey
12. F1 2780 South Meadows Road LOR Package
13. F2 2780 South Meadows Rd Lot of Record
14. G 2780 South Meadows Road MAP Future Land Use
15. H 2780 South Meadows Road MAP Zoning
16. I1 2780 South Meadows Rd south meadows-row-plats
17. I2 2780 South Meadows Rd SM Road Project1
18. I3 2780 South Meadows Rd south meadows-row-plats-24
19. I4 2780 South Meadows Rd south meadows-row-plats-25
20. I5 2780 South Meadows south meadows-row-plats-23
21. J Letter Application REVISED 1/23/26

VII. APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	Name	Initials
Department Director	Heather Lamboy, AICP	HLL
Assistant Department Director	Maggie Moore	MRM
Planning Division Manager	Dan Esquibel	DAE
Planner Senior	Joel Cruz-Haber	JCH

City of Santa Fe, New Mexico

Attachment A

Development Review Team

1. Initial Review Letter 2780 S Meadows Rd
2. Southwest Area Santa Fe Master Plan

City of Santa Fe, New Mexico

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Carol Romero-Wirth, District 2
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Jamie Cassutt, District 4
Amanda Chavez, District 4

September 8, 2025

Karl Sommer
P.O. Box 2476
Santa Fe, NM 87504

Re: Initial Review Letter for Case #2025-10766 & 10767 – Application request to amend the General Plan Amendment future land use designation from "Very Low Density" to "Low Density" and Rezone from R-3 to R-6 at parcel #'s 910008782. 99312180, 99312181.

Dear Mr. Sommer,

Your revised application was received on August 12, 2025, and has been reviewed by Planning Division staff (Staff) and the City's Development Review Team (DRT). Attached are the initial DRT review comments including conditions of approval and technical corrections. I would like to highlight and summarize the following key items:

A. Initial Planning Division Review Summary

1. Your response to general plan approval criteria §14.3.2(E)(1)(a), references the Southwest Santa Fe Community Area Master Plan ("SWCAMP") instead of referencing the Santa Fe economic development plan and general plan. Analysis of SWCAMP should be mentioned in general plan approval criteria (G). Additionally, provide a deeper analysis pertaining to existing land use conditions such as access and availability of infrastructure. The U.S. census population provided in your letter is for Santa Fe County, what about the City of Santa Fe?

2. Your response to general plan approval criteria §14.3.2(E)(1)(b) includes a reference to SWCAMP. Your response should only demonstrate the proposal's consistency with the other parts of the General Plan.

3. Your response to general plan approval criteria§14.3.2(E)(1)(c)(i) is specific to a future land use district abutting the site to demonstrate how the proposed amendment does not allow uses or change that is significantly different from the prevailing use and character of the area. Please revise your response to elaborate how the proposed amendment is consistent with existing and prevailing land uses in the area.

4. Your response to general plan approval criteria §14.3.2(E)(1)(C)(iii) does not elaborate how expenses will not affect surrounding property owners.

5. Remove general plan approval criteria §14.3.2(E)(1)(e) – "Compliance with extraterritorial zoning ordinances and extraterritorial plans;" from your approval letter. This is no longer an approval criteria staff reviews to determine compliance. Your answer can be transitioned to your response to general plan approval criteria §14.3.2(E)(1)(f).

6. Please revise the formatting of your response to§14.3.2(E)(2), "Additional Criteria for Amendments to Land Use Policies" so answers are divided by sections a, b, and c, rather than one paragraph for a net response. Additionally, your response to criteria (a) should be in reference to growth and economic projections contained within the general plan rather than the SWCAMP.

7. The first paragraph of your letter states "*requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential…"* However, the term "*Medium Density Residential*" is used in general plan amendment criteria responses in the letter to describe a change to "*Low Density."* Please revise the letter to be consistent with what is being amended to the general plan.

8. Please revise the formatting of your response to Rezoning approval criteria number 6, so answers are divided by sections a, b, and c, rather than one paragraph for a net response.

B. Initial DRT Review Summary

Your general plan amendment and rezoning applications has been reviewed by the DRT and the following necessary revisions have been identified:

1. Leroy Pacheo, MPO, has requested a Initial Traffic Analysis "ITA" be submitted at the time of development if the proposed rezoning is approved.

2. Alan Hook, Water Division, has requested a water budget be submitted at the time of development, if the proposed rezoning is approved.

Please review all Staff and DRT secondary comments, revise your submittals as needed and resubmit for review and final approval. Once revised submittals are accepted, a public hearing date may be scheduled. Please let me know if you have any questions or concerns or if you would like to request a Review Coordination Meeting.

Thank you,

Joel Cruz-Haber
Senior Planner, Planning and Land Use Department

CC: Heather Lamboy, Planning and Land Use Director
Maggie Moore, Assistant Director
Dan Esquibel, Planning Manager

SOUTHWEST SANTA FE COMMUNITY AREA MASTER PLAN

Acknowledgements

City and County planning staff would like to express their deep appreciation for those persons who have contributed their personal time, thoughts and energy to the development of *the Southwest Santa Fe City County Master Planning Initiative Final Report* and the *Southwest Santa Fe Community Area Master Plan*. It has only been through their efforts that these projects have become a reality. Thank you for sharing your thoughts and beliefs.

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Table of Contents

Chapter 1 Guiding Principles and Community Vision
Section 1. Preface 1
2. Introduction to the Southwest Santa Fe Community Area Master Plan 2
3. Community Vision and Development Principles 4

Chapter 2 Neighborhood Planning Areas 7
Section 1. Central Neighborhood Plan Area 8
2. Southcentral Neighborhood Plan Area 14
3. Western Neighborhood Plan Area 20
4. Southeastern Neighborhood Plan Area 26
5. Cerrillos Road Corridor Area 32
6. River Corridor Plan Area 41
7. Agua Fria Traditional Historic Community 48

Chapter 3 Framework for Future Neighborhood Development Patterns 55
Section 1. Future Residential Development Areas 56
- Existing Residential Development Patterns
- New Neighborhood Unit Areas
- Agua Fria Development Models

2. Corridor Development Areas 60
3. Transitional Development Areas 64
4. Rural Protection Areas 69

Chapter 4 Southwest Area Master Plans 71
Section 1. Future Land Use Plan 72
2. Future Demographics and Resource Allocation 75
3. Connections and Circulation Plan 79

Chapter 1
Guiding Principles and Community Vision

Preface

Neighborhood Identity and Local Solutions

"*It's really just about people*," was the response of one workshop participant during an early discussion on neighborhood issues and concerns. It is simply about their views, their concerns, their opinions—it is about their quality of life, as *they* would define it. For the planners who have participated in this process, it has been about listening and trying as best to understand those perspectives…

As the initial public visioning process neared completion, City and County planning staff began grappling with how to proceed with the next phase of the larger planning initiative. There was always one basic question in mind, "How do we begin to translate the principles and future development framework of the *Final Report* into something tangible to the people who live and are vested in the Southwest Area? How do we also encourage future development to create a stronger sense of neighborhood and community identity?" The answer lay in the maps themselves—the map of existing neighborhoods. The Southwest Planning Area is neighborhoods…neighborhoods of many styles, patterns, people, but all with a common vision; a vision of a diverse and unique place that has become the inclusive community that it is.

The planning process that was developed, and its results, is about local solutions. The Southwest Planning Area possesses many unique planning challenges and issues. The neighborhood plans that have been developed by the people who live there, work there, who own land there, have collaborated together to create their own unique solutions to those issues facing their neighborhoods. They worked to form a clear understanding of what exactly is their neighborhood, what makes it special or in some cases, not so special, and what could that neighborhood become in the future utilizing the tools described in the *Southwest Santa Fe City/County Master Planning Initiative Final Report*. The greatest single element of the master plan is not necessarily the outputs; it is the public process itself.

The Southwest Santa Fe Community Area Master Plan is a collection of those neighborhood solutions and an expression of their realized and future identity.

Introduction to the Southwest Santa Fe Community Area Master Plan

The Master Planning Process through Neighborhood Planning

Once City and County planning staff agreed that the approach for developing the master plan would be through neighborhood plans, neighborhood areas needed to be created out of the greater whole. Working with the original members of the Southwest Planning Area Steering Group, City and County staff divided the entire planning area into seven distinct neighborhood-planning areas. These groupings of neighborhoods were derived according to some unifying character, natural feature or relating theme. The areas had to remain geographically small enough to function as a neighborhood unit, but large enough to keep the number of neighborhood areas manageable.

Each neighborhood plan was to be developed within four planning worksessions totaling 28-neighborhood workshops. The process began in June of 2001 and was completed in December of that year.[1] All together, over 50 public participation forums, including meetings, workshops, presentations and public hearings have been conducted since June of 2000, the date the Southwest Area Master Planning Initiative public participation process began. There are also more public forums to follow before the work is complete.

Participation in the neighborhood planning workshops included property owners, neighborhood associations, business interests, and other concerned parties. Over 6,000 notices/agendas were mailed in accordance with County property owner appraisal records in addition to neighborhood associations, steering group members/interested parties and apartment/mobile home park management companies. Participation ranged anywhere from 5 to 40+ people at any given workshop, but the average attendance was usually between 8 and 15 people per meeting. It is estimated that over 140 people participated in the plan development process over the course of seven months.

The workshops[2] were conducted using scenario-building techniques. Workshop #1 focused on defining and understanding what made up their neighborhood; what were the concerns, issues and strengths. Staff also asked the participants what was it that furthered their own quality of life, where did people interact, where were the activity centers or neighborhood cores. The first workshop also served as an opportunity to familiarize the group with the principles and development design elements contained within the *Final Report*.

The second workshop verified the existing land uses. It was important to clearly understand how the land was being used so that a corresponding land use designation was appropriately assigned. Several of the land uses in the Southwest Area were new and unique, so the planning groups worked to define new categories

[1] One final workshop has yet to be completed—the final Agua Fria THC worksession.
[2] The Agua Fria THC did not follow the workshop schedule since their process was unique. See that Chapter 2, Section 7 for more details on their tailored process.

that would accurately describe their properties. The groups also worked to identify development patterns. Areas of differing urban and rural patterns were delineating, including vacant lands.

The third session began the scenario construction process. The focus was to identify areas of potential future development and/or areas that might be considered for rural protection. Participants looked at a variety of choices for neighborhood development pattern areas[3] and selected a series of alternatives that they considered the best future patterns. In several cases, the planning groups actually suggested modified or "interactive" land use control systems that they felt better satisfied the desired goals of the neighborhood.

The last workshop reconstructed the future neighborhood pattern selections from the previous session and then applied future land uses to those areas. In addition, future land uses were either applied to 1) undesignated areas or to 2) reevaluated future designations of the City's General Plan, based on the existing land use patterns and densities derived in Worksession #2. After examining a series of land use scenarios, the group, by consensus, selected the patterns and uses that they felt most accurately expressed their ideals of what their neighborhood should look like in the future.

Once the future land uses were complete, they were then reassembled into a single-composite, future land use plan (see Chapter 3, Section 1). In addition, each neighborhood process has been translated into individual neighborhood plans, making up the most important component of this master plan. Finally, the completed future land use plan allowed the planning and transportation/traffic engineering staff to derive conceptual transportation[4] and pedestrian connections and circulation patterns that would allow future neighborhoods to be connected within and among themselves. Future population, housing units and water demand estimates were also derived based on the future land uses.

To complete the planning process, a draft master plan will be distributed to the neighborhood planning groups at a final workshop (of all the groups together). Suggested modifications will be considered by group consensus and incorporated. The final draft of the master plan will then be circulated for public comment and review. When that process is complete, it is anticipated that formal public consideration will then be conducted[5].

[3] "Future neighborhood pattern models or areas" are the equivalent of "typology areas" as described within the *SW Area Final Report*.
[4] This process does not alter or amend the adopted ARTF Future Roads Plan. Suggested transportation connections are at the collector to local street levels only.
[5] The noted exception to this process is the Cerrillos Road Corridor Plan Area. Because of pending development, the City Council considered and adopted the Cerrillos Road Corridor Plan and corresponding City General Plan amendments in November of 2001. That section has been reincorporated into the larger master plan.

The Community Vision and the Guiding Development Principles

The Southwest Santa Fe City/County Master Planning Initiative Final Report

The Southwest Santa Fe City/County Master Planning Initiative Final Report (May 2001[1]), referred throughout this master plan as the *Final Report*, represents the first of three phases under the Southwest Area Master Planning Initiative[2]. City staff was directed to initiate a public participation process in order to develop a master plan for the Cerrillos and Airport Road area located in the southwest sector of the city. This directive was later expanded to include County participation in developing that process. The original area was also expanded to include a larger section of the extraterritorial zone that would ultimately constitute over 5,100 acres.

The result of the City/County collaboration was development of a public visioning process. The professional services of ACP Visioning, Inc. were employed to design, conduct and communicate a community area vision for Southwest Santa Fe, and then to create a series of corresponding development guidelines that would realize that vision. A detailed public participation process was included as part of that contract, including a series of focus groups, citizen surveys, public workshops and most importantly, creation of an oversight committee referred to as the Southwest Area Steering Group. Under the direction of ACP Visioning, Inc. and the dedication and commitment of the steering group members, the *Final Report* was completed within a seven-month period.

The *Final Report* provides three critical elements on which this master plan is based; the vision, the guiding development principles and building blocks, and the policy framework for future development. Throughout the master planning process, these elements were referenced, emphasized and translated. Their role and importance in development of this plan cannot be understated.

The following sections are highlights (only) taken from key sections of the *Final Report*. Greater detail on each of these sections can be found in Appendix III, the *Final Report*.

The Community Vision

The vision that was developed is a simple one—a vision of "place" that is both beautiful and balanced, that bears strong relation to historic Santa Fe, yet possesses its own distinct style and character. It is a place were streets are safe and comfortable for walking, where public parks become the social nuclei of each neighborhood and where affordability and good quality of life can be offered and enjoyed by all.

There are four basic premises that accompany that vision:

[1] Appendix III. The Final Report was adopted by the Santa Fe City Council on November 28, 2001.
[2] See Appendix II, Resolution 1991-91.

- The neighborhood is and remains the basic building block of the community.

- Complementary to the neighborhoods are mixed-use commercial areas, located within a reasonable walking distance thereof, that provide job opportunities, services and certain amenities to the people who live there.

- Civic spaces are part of each neighborhood and where schools are introduced within these structures whenever possible.

- Great care and consideration are given to the natural features of the area. These features should be integrated and respected in any planning process.

The overall vision reflects a predominance of residential land uses for the area, but where a full accouterment of goods and services compliment the community.

The Development Principles and Building Blocks

Ten development principles were also developed as part of the public participation process. Each represents a basic core value by which the policy framework for future development was constructed. The principles and the building blocks were intended to become the foundation by which future-planning tools would be developed in order to implement the plan. The master planning process has, in fact, been constructed on these basic core values. Because their importance in the process cannot be overstated, they are provided here as a matter of reference. These principles are also cited throughout the document.

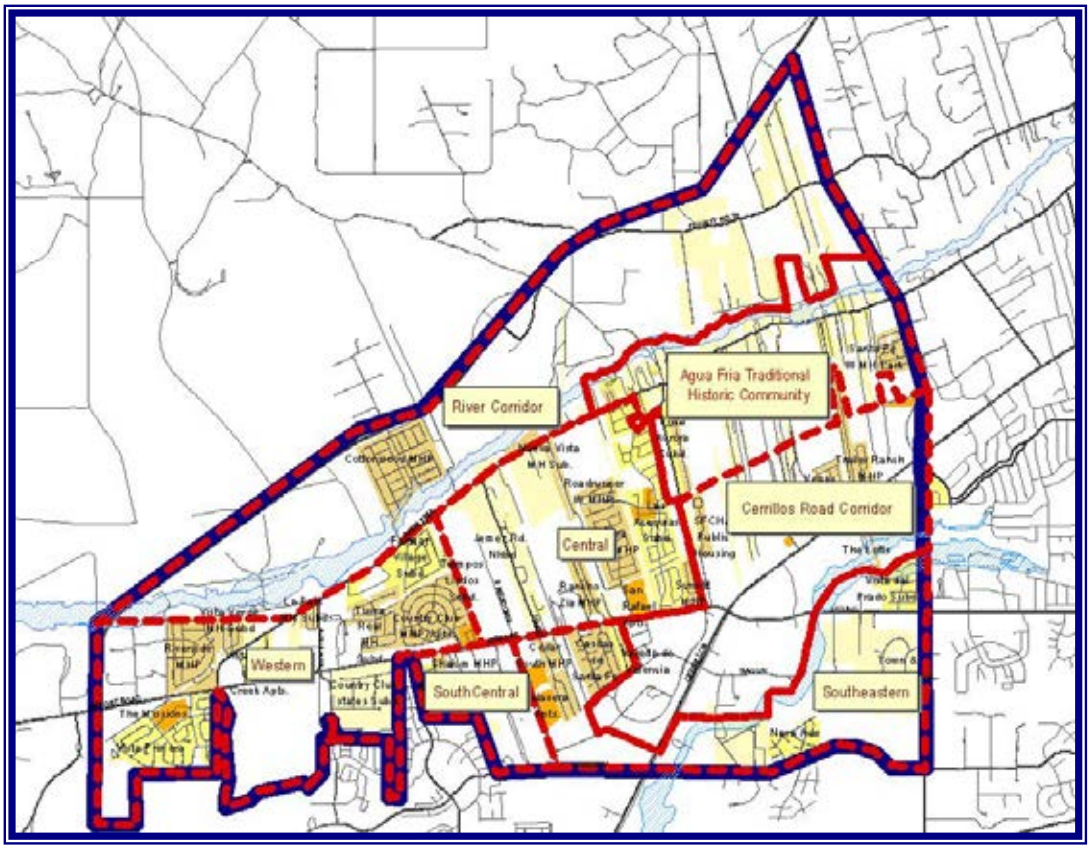
- Principle 1: Neighborhoods in Southwest Santa Fe should be walkable.
- Principle 2: Neighborhoods in Southwest Santa Fe should be connected within and among themselves.
- Principle 3: Neighborhoods in Southwest Santa Fe should include institutional buildings such as schools and churches in their core.
- Principle 4: Neighborhoods in Southwest Santa Fe should have a neighborhood center at their core.
- Principle 5: Neighborhoods in Southwest Santa Fe should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community.
- Principle 6: Commercial areas in Southwest Santa Fe should be connected to the surrounding neighborhoods (within an easy walking or driving distance).
- Principle 7: Commercial areas in Southwest Santa Fe should be linked to nearby neighborhoods through intermediate scale buildings such as live/work units.
- Principle 8: Residents of Southwest Santa Fe should be able to safely cross Airport Road at key intersections.
- Principle 9: Areas of Southwest Santa Fe contiguous to the Santa Fe River should be developed with a pattern similar to that of Agua Fria Village.

- Principle 10: The Santa Fe River is an important landmark in Southwest Santa Fe. It should be protected and easements should be created to provide residents with access to the river.

The respective building blocks described under each principle are specific guidelines or action statements necessary to carry out a principle's stated intent. They describe detailed design or planning elements that can be universally applied within the Southwest Area. As with the principles, they have provided the foundation on which many of the land use applications have been built.

The *Final Report* concludes with the policy framework for future development. Three "typology" area frameworks, derived from the principles and building blocks described earlier, are presented as the *future development models* that have been designed specifically for the Southwest Planning Area. Chapter 3 of this master plan has translated and applied those future development models contained within the *Final Report* as future neighborhood pattern areas. These future neighborhood areas are referenced throughout the neighborhood plans. Chapter 4 then provides a detailed description of how each of the these neighborhood pattern models are intended to function.

Chapter 2
Neighborhood Planning Areas



Neighborhood Planning Areas

The seven neighborhood plans contained in Chapter 2 are the “backbone” of the overall master plan. They offer the details and insight into how each neighborhood area views themselves and their potential future identity.

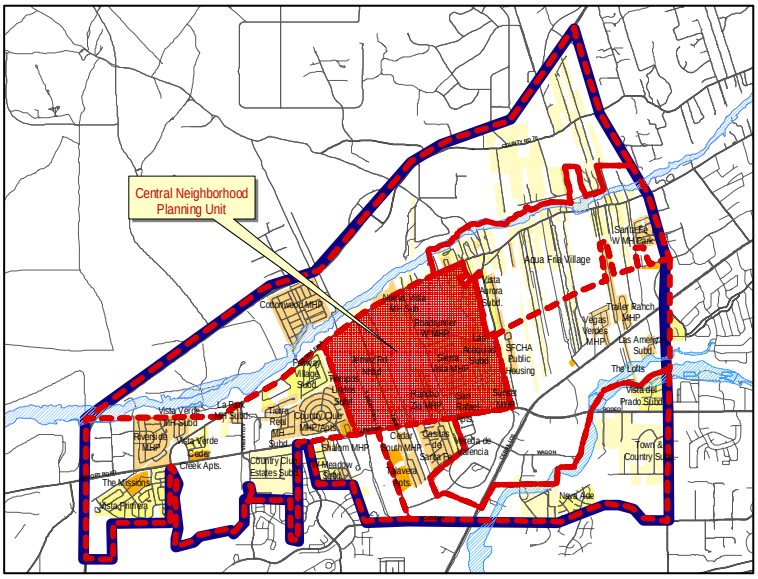
Each plan provides a detailed description of the existing land use conditions and pending development activity. It also describes each planning process and their outcomes, including the application of neighborhood development patterns to vacant lands and the application of future land uses that were intended to create community.

Each planning process was similar, yet each neighborhood plan is unique. All the neighborhood plans complement one another and work within the common thread of the *Final Report*.

Central Neighborhood Plan Area

Unit Area Description

The Central Neighborhood Plan Area is generally bounded to the north and south by Agua Fria and Airport Roads, and east and west by the Agua Fria THC and those residential subdivisions located along Morning Drive (see Map 2.1.1). The neighborhood area falls within both the City (32%) and EZ (68%) jurisdictions. The area is predominately residential in nature but, consists of both the traditional Agua Fria land patterns (long-lot north/south tracts and the Jemez Road east/west orientation) as well as the more standard suburban model (Las Acequias).



Map 2.1.1 Central Neighborhood Plan Area

The plan unit is comprised of approximately 661 acres whereby 281 acres, or 43% (refer to Table 2.1.1), remains as undeveloped land. In addition, nearly 99% of the vacant tracts are located within the EZ. Of those vacant parcels, the average tract size is approximately 3.5 acres with a range of 40 to one-tenth acre lots.

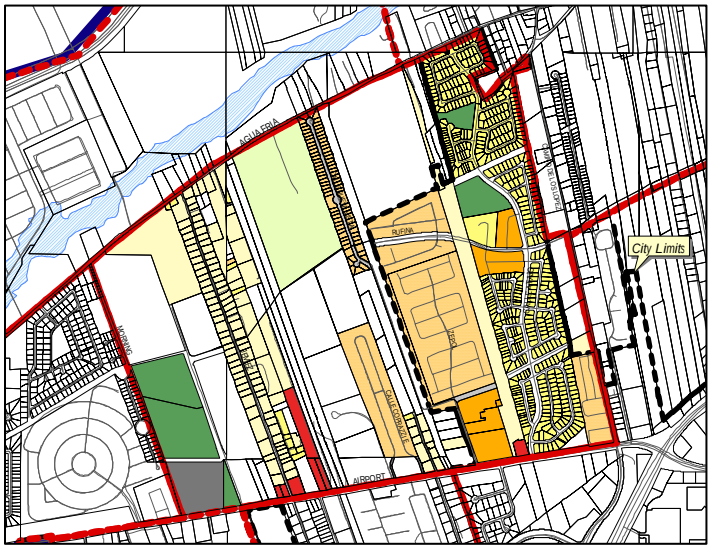
Existing Land Uses and Urban Forms

The existing land uses within the Central Neighborhood Plan Area are illustrated in Table 2.1.1. *Nearly 50% of the plan area is currently being used for residential purposes.* Residential uses vary widely in form and type--from rural and "historic" residential, to suburban subdivisions, to mobile home parks to multi-family residential units.

Land Use Category	Total Acreage	% of Total
Undeveloped/Vacant	281.6	43%
Rural Residential	39.9	6%
Residential Very Low Density	95.7	14%
Residential Low Density	79.4	12%
Residential Medium Density	94.4	14%
Residential High Density	17.4	3%
Park	31.1	5%
Commercial	7.9	1%
Industrial	9.7	1%
Easement/ROW	4.0	1%
Total	***661.1***	***100%***

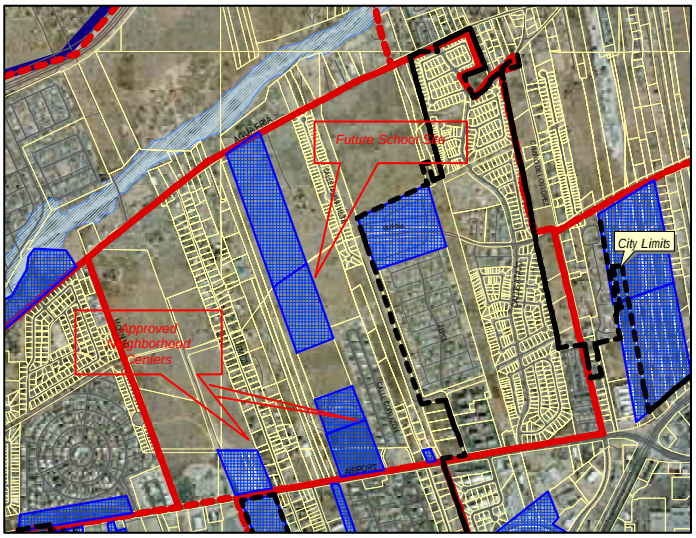
Table 2.1.1. Existing Land Use Acreage and Percentages

In contrast, only 2% of the uses are commercial based. As noted previously, a considerable amount of land remains undeveloped. The Central Area also contains one of the two developed public parks (Las Acequias Park) located within the Southwest Planning Area. In addition, there is also an undeveloped park located in Las Acequias that may be developed at some future date, as well as the recently acquired County open space park referred to as Meadows Field.



Map 2.1.2 Central Area Existing Land Uses

There are several approved development projects (within the EZ) including two neighborhood commercial centers and a future elementary school. These future centers along Airport Road are proposed at the future intersections of the South Meadows extension and for the County Road 62 extension (see Map 2.1.3).



Map 2.1.3. Pending or Approved Development

The area urban forms represent a combination of both the traditional land patterns of Agua Fria and the suburban curvilinear/cul-de-sac style development. Regarding the traditional patterns, both forms of the Agua Fria Model are well represented in the area. The north/south, long-lot patterns make up a portion of the undeveloped lands. Where the long-lot tracts have developed, they have done so in accordance with the traditional linear east/west patterns as typified by the Jemez Road Neighborhood or the Nueva Vista and Tiempos Lindos Mobile Home Subdivisions. The variation between these two patterns are basically density, where the north/south patterns remain at rural density, because the land has not been perpendicularly subdivided. The east/west patterns are typically at a greater urban density due to either repeated lot splits or formal subdivision of land. The east/west patterns, however, are born from the original north/south tracts.

Residential densities also vary with these patterns. For example, the Las Acequias Neighborhood (located within the City) represents a gross residential density of 7.1 du/ac, a typical compact suburban density. In contrast, mobile home parks throughout the Southwest Plan Area, such as the Sunset Mobile Home Park, tend to have a higher

gross density (with a density of 9.3 du/ac). Within the traditional patterns that are commonly located outside the city limits, north/south tracts tend to be less dense--at or less than one du/ac, while the east/west patterns tend to be closer to an urban density of 2.5 du/ac. As an example, the rural residential patterns within the planning area consist of a gross residential density of approximately 0.7 du/ac while the Jemez Road Neighborhood consists of a 2.6 du/ac gross density.

The average density, excluding multi-family, for the Central Plan Area is approximately 5.5 du/ac. Including multi-family uses, the gross density falls closer to 8.4 du/ac.

Activity Centers and Neighborhood Cores

There are no major activity centers located within the neighborhood area, however, the Las Acequias Park has historically functioned as both a local activity center as well as the neighborhood core. As in many of the neighborhood planning units, the area is underserved by local centers. There is potential opportunity, however, to provide future cores through pending institutional uses such as future schools. In addition, the newly-acquired County public open space park (South Meadows Field) has potential as a future community core.

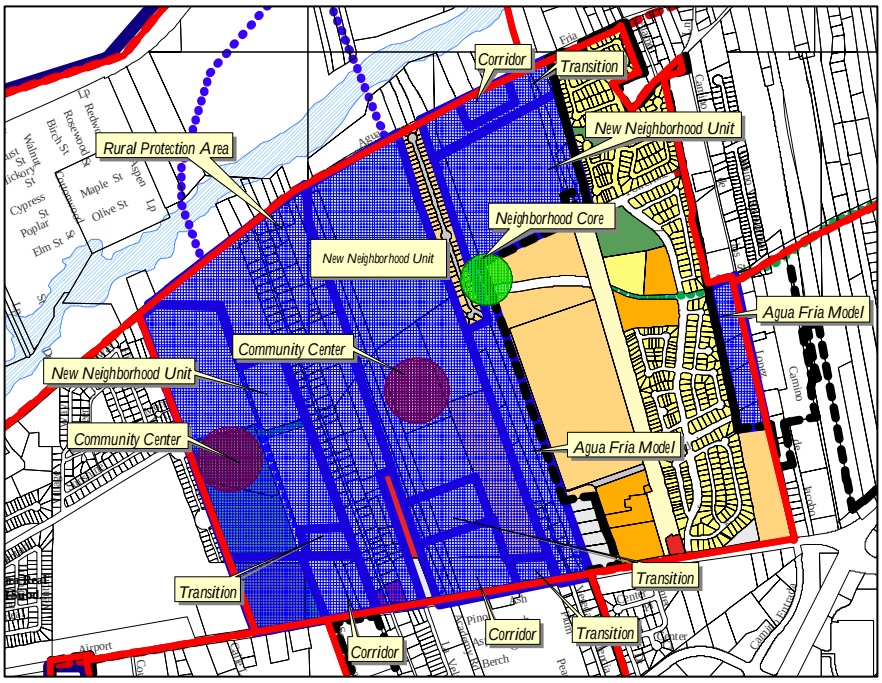
Las Acequias Park

As illustrated in Map 2.1.3, there are current plans to construct a new public elementary school on an 11-acre site at the southern intersection of Rufina Street and the future CR62. *This type of institutional use, centrally located within the community, will provide the kind of community facility that the Final Report references within Principle 3 (page 19) which states that neighborhoods should contain institutional buildings such as schools and churches at their core.* In addition, there is considerable vacant lands surrounding the site, which provide additional opportunities for creating development as envisioned by the *Final Report's* new neighborhood unit concept with the school acting as the neighborhood core.

Proposed Neighborhood Pattern Areas

Because of the substantial amount of vacant lands, the Central Area planning participants have chosen to apply new neighborhood pattern designations to nearly half of the planning area (see Map 2.1.4). *The proximity and tract size of these vacant areas renders this planning unit (out of the seven) with the greatest potential to integrate future neighborhood unit development and new neighborhood cores with existing residential development.*

One of the primary objectives of the Central planning group has been to employ the new neighborhood unit concepts to strengthen neighborhood community identity. *This is to be achieved by fully utilizing the neighborhood pattern models, including neighborhood center or cores, applying a variety of residential densities (to remain in keeping with Principle 5[1]) and tying existing and future commercial development along Airport Road to these new neighborhoods*.[2]



Map 2.1.4. Proposed Neighborhood Pattern Designations for the Central Neighborhood Plan Area

Three new neighborhood units have been designated with related neighborhood cores: 1) the Meadows Field open space/park, 2) the future elementary school and 3) a potential future pocket park that could tie together two existing and two future neighborhoods. Where there is an adequate amount of developable land with a new neighborhood unit, the neighborhood center/core development should follow the *Final Report's* model, including institutional uses with public parks or open space development.

The proposed new neighborhood units have also been related to existing and future commercial along Airport Road (and once instance along Agua Fria Road) by applying an appropriate corridor depth[3] along these arterials. In all instances, intermediate uses

[1] Principle 5 of the *Final Report* states that "neighborhoods…should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community".

[2] This follows Principles 6 and 7, which state that commercial areas…"should be connected to the surrounding neighborhoods" and "should be linked to nearby neighborhoods through intermediate scaled buildings such as live/work units".

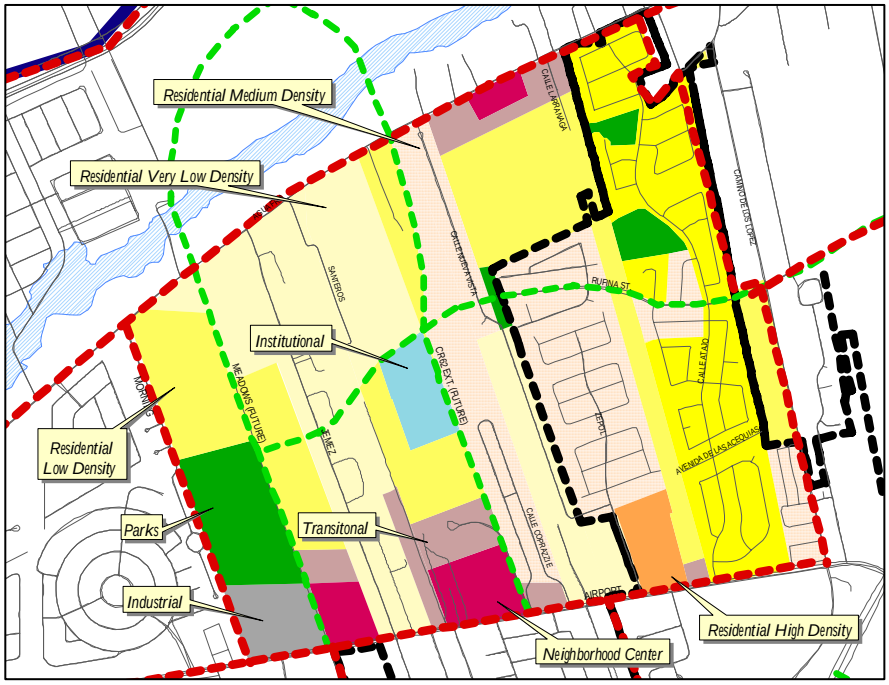
[3] As mentioned in the neighborhood pattern model section of the master plan, an appropriate corridor depth along Airport Rd. would allow for the types of uses and building scale for neighborhood-oriented commercial only. For Agua Fria Road, the uses and scale should be even further reduced as would be appropriate for a minor two-lane arterial and to be in keeping with the existing patterns.

introduced through transitional areas have been created as a "step back" from commercial to the adjacent residential areas to be in keeping with the neighborhood pattern design.

Lastly, two of three "traditional" pattern areas has been designated as the Agua Fria model and the other area, the Jemez Road Neighborhood, is designated as Rural Protection in order to preserve the character and forms. The Agua Fria Model area that fronts Airport Road is only partially built out[4], and the planning participants considered that the area should be encouraged to continue in its original urban form. This would allow for continued pattern diversity as well as respecting the original urban forms. For those tracts with direct access to Airport Road, some increase in residential density may be considered on a case-by-case basis, however, the proposed patterns should be in keeping with traditional development patterns and remain harmonious with any adjacent residential uses or patterns.

Future Land Uses

The derivation of future land uses (see Map 2.1.5) that is being proposed by the Central Area planning group 1) generally respects the existing land uses, 2) integrates the neighborhood pattern models, and incorporates approved future development for the area.



Map 2.1.5. Proposed Future Land Uses for the Central Neighborhood Plan Area

As formerly noted, the area offers considerable potential for creating new neighborhood unit development. *It has been the desire of the planning group to make every attempt to meet the principles of the Final Report, and have suggested a broad range of residential*

[4] As opposed to the Jemez Road area, which is virtually built out.

densities for these areas in an effort to promote diversity, housing affordability and further community identity. When housing type and style were discussed, the group expressed a strong interest in varying the housing styles as well. There was a strong preference, however, for ownership-based, "stick built" residential housing that would be more in keeping with the City's Housing Opportunity Program on affordability[5]. There seemed to also be a general acceptance of continued densities at or near the Las Acequias for the new neighborhood units (6-7 du/ac.), however, there was a preference for some housing pattern diversity, such as compound or clustered development, or a mixing of housing types.

The planning group also was generally open to the introduction of neighborhood-serving commercial, provided that it was restricted in size, location, uses and scale. Several of the participants agreed that such uses as "sit-down" restaurants, medical or professional offices, small/local retailers, or small grocery would be appropriate, however, they would need to be at a neighborhood scale and of a pedestrian orientation (in contrast to automobile-oriented retail/services such as a "fast-food restaurant" or gas station/convenience store). The group also has applied several transitional designations to areas where commercial has been suggested, in order to encourage compatibility and relationship where there is both existing and future residential areas. Smaller transition areas have also been suggested to those areas where legal, non-conforming commercial areas currently exist, so that if in the future they chose to expand, they would be considered a redevelopment site and would be required to meet the principles and guidelines for commercial redevelopment within the Final Report.

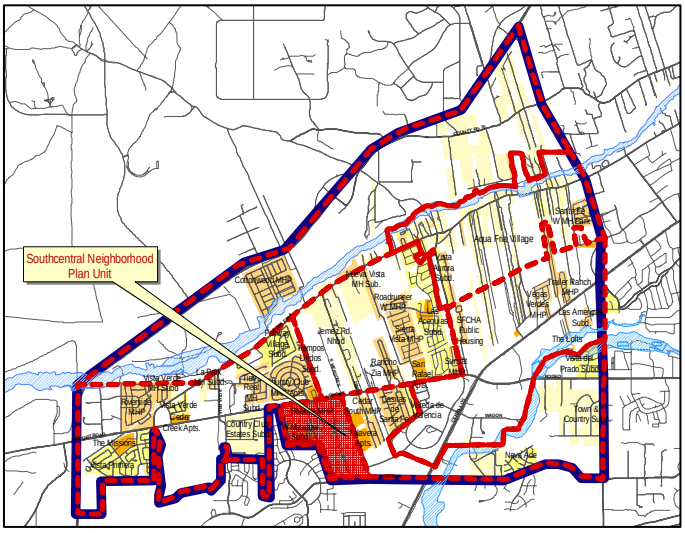
Regarding future connections, attempt should be made to connect existing neighborhoods, through the extension of local streets or through pedestrian trails. Local street connections may be restricted in such a way (see Chapter 3, Section 3, Connections and Circulation) as to merely connect one neighborhood to another, in an effort to discourage potential "cut-through" traffic. Pedestrian connections, however, should be created to unify entire neighborhood planning areas, connect local activity centers and neighborhood cores and provide access to public places such as a future River Trail.

[5] At the time of this writing, the City currently is the only jurisdiction with an adopted housing affordability program. The County/EZA, however, are now in the process of considering a similar housing affordability program.

Southcentral Neighborhood Plan Area

Unit Area Description

The Southeastern Neighborhood Plan Area is located generally north and east of Tierra Contenta, and is bounded by Airport Road and South Meadows Drive (see Map 2.2.1). In area, it is the smallest of the seven planning units. The plan area can generally be described as an "eclectic" assembly of uses, patterns, and densities. The area form is more the absence of any defining urban pattern, but with several distinguishing land use characteristics. Many of the property owners generally regard their area as a collection of mixed-uses ranging from agriculture, to art and crafts, to institutional, industrial and residential. There are also several instances of live/work type uses occurring in the area. The high proportion of institutional uses and live/work scenarios dominate the neighborhood area.



Map 2.2.1. Southcentral Neighborhood Planning Area

The area consists of approximately 162 acres whereby 25 acres (15%) are currently within the city limits. Approximately 28% of the area remains vacant---all of which is located within the EZ. Based on the number of recent applications for development review and approval by the governing body[1] (see Map 2.2.3), the area appears to be under increasing development pressure (within the EZ).

.

Existing Land Uses and Urban Forms

The existing land uses for the neighborhood area are illustrated in Table 2.2.1 below. As noted, greater than a quarter of the area remains undeveloped. In addition, the area has the highest overall percentage of institutional uses. Institutional uses include schools (Sweeney Elementary, Ortiz Middle School and a charter school) several churches and a semi-private rehabilitation center.

Probably the most unique feature of the area is the number of rural, live/work scenarios that occur within the area. *Several of the planning participants that are also property*

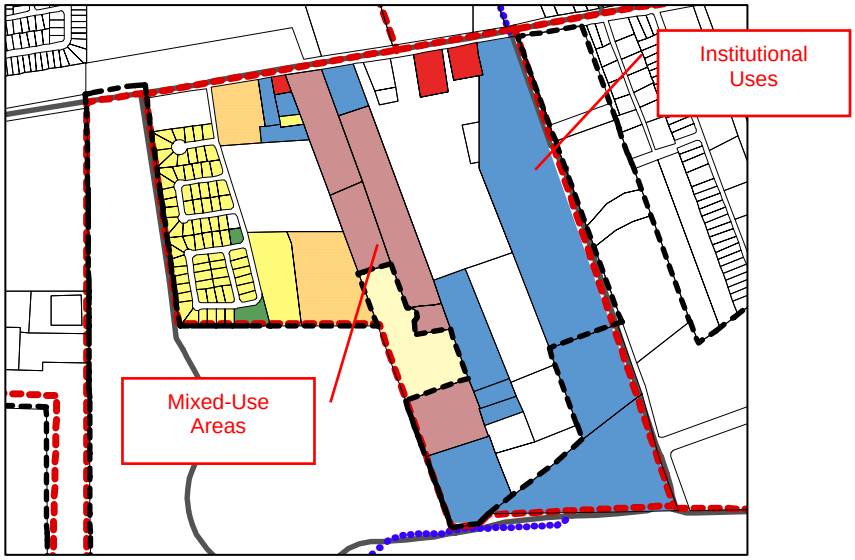
[1] The governing body referenced here is the Extraterritorial Zoning Authority. The current trend for requests for development approval are for projects at urban densities with city services without corresponding request for annexation. One such request is being processed through the creation of a project-specific "urban boundary" joint powers agreement in order to extend city services and build at otherwise urban densities without obligation of annexation into the City.

owners/residents in the area strongly associate themselves with rural/agricultural lifestyles where they live and work within their respective properties. The uses range

Existing Land Uses	*Total Acreage*	*% of Total*
Undeveloped	44.9	28%
Residential Very Low Density	6.9	4%
Residential Low Density	15.6	10%
Residential Medium Density	9.5	6%
Park	0.9	1%
Institutional	52.6	33%
Commercial	2.6	2%
Mixed Use	20.2	13%
ROW/Other	8.4	5%
Total	**161.7**	**100%**

Table *2.3.1. Existing Land Uses for the Southcentral Neighborhood Planning Area*

from animal_husbandry and agriculture to woodworking and milling to artistic metal stamping and bronzing. Although the urban forms are not necessarily in keeping with the historic Agua Fria models, the rural land practices tend to reflect the more traditional uses of the land. These live/work, or mixed-use, scenarios constitute approximately 13% of the area (see Map 2.3.2). Commercial land uses constitute only 2% of the planning area. In contrast, 20% of the planning unit is comprised of developed residential. There are only 2 small private park areas within the unit, however, the area terrain is dominated by a natural drainage feature that meanders through the heart of the area. The small arroyo traverses between the two schools southwesterly to eventually tie to the larger Tierra Contenta arroyo network. Several participants felt that the arroyo, although it remained in private ownership, was the neighborhood's actual "activity" space since there were no public access areas or connections.[2]

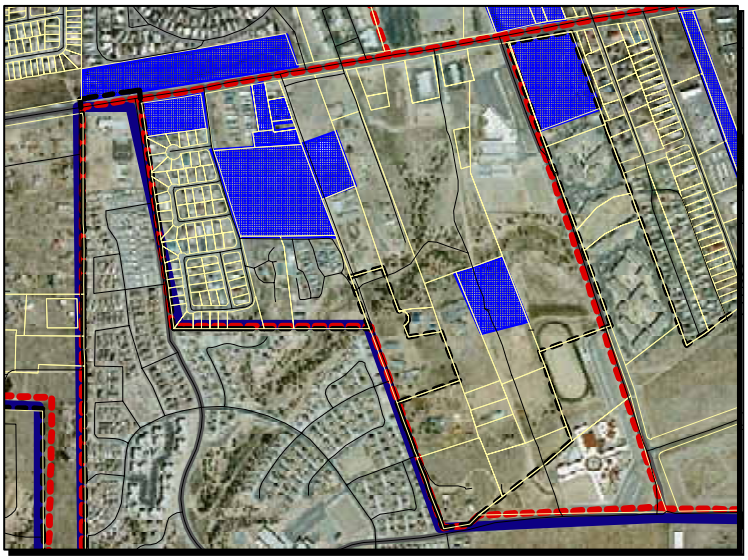


Map 2.2.2. Southcentral Area Existing Land Uses

Residential densities vary from Medium Density Residential within the mobile home parks (averaging 6-8 du/ac) to very low-density residential for the rural residential tracts.

[2] There were concerns, however, that there was increasing use of the arroyo as a public pedestrian path and with it an increase in crime and degradation of the natural feature. The group felt that the increase in use was due mostly to the increasing number of school children "cutting through" from Tierra Contenta to the schools.

The average density for the developed residential areas is approximately 6.1 du/ac. The prevalent residential housing types within the area are the mobile home subdivision or park and live/work scenarios with one residence-one business. As previously noted, there is no clear, definable *urban* development pattern within the neighborhood area. The area has continued, for the most part, to remain semi-rural or predominately institutional.



Map 2.2.3. Approved or Pending Area Development

Activity Centers and Neighborhood Cores

Another unique characteristic of the Southcentral Neighborhood Plan Area is the high number of community activity centers versus the lack of neighborhood cores. In several of the other planning areas, there has tended to be few or no activity centers, with several neighborhood cores (namely private parks). In this area, the opposite trend holds true.

The three schools and churches provide for a variety of public community places. In contrast, the continued rural character of the planning area has not created a need or the opportunity for neighborhood core[3] development or formalized pedestrian connections within the unit. *However, as development occurs within the planning unit, the introduction of a neighborhood core, including a developed public park, with possible pedestrian connections along the natural drainage feature should be incorporated as part of any future development.*

Proposed Neighborhood Pattern Areas

The neighborhood pattern areas that have been created by the planning group represent a combined hybrid of a mixed-use scenario and the new neighborhood unit development (see Map 2.2.4). The participant's primary objective was to apply a development pattern that was consistent with their own neighborhood vision—an eclectic range of styles,

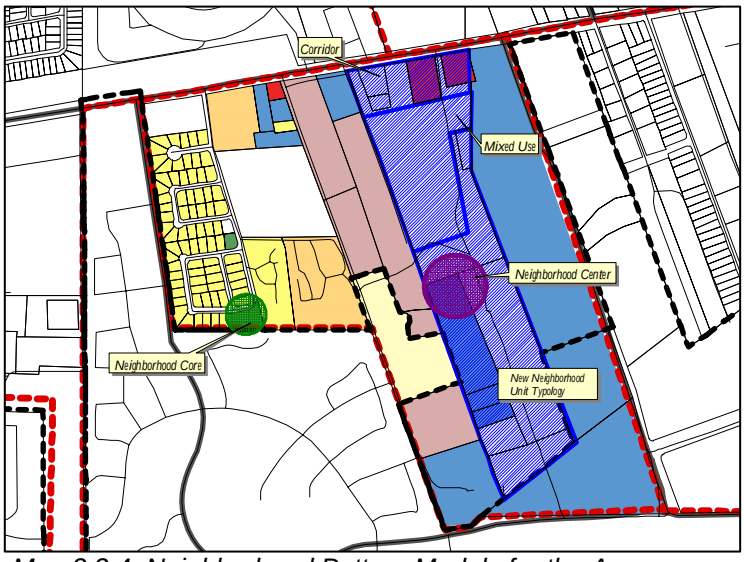
[3] The single exception is the open space/drainage area within the West Meadows MHP.

uses, and patterns that promote live/work and semi-rural or agricultural development patterns.[4]

The planning group has applied (and extended) a corridor area designation to the developing commercial area along Airport Road. It is intended to be at a continued neighborhood scale (see corridor descriptions--Chapter 3.2). The group then applied an expanded transitional area from the corridor along Lucia Lane to a proposed neighborhood center located in proximity to the area's natural drainage feature. The design of this area is intended to be in keeping with a mixed-use development scenario, including residential/non-residential uses that is in keeping with the adjacent mixed uses. The mixed-use area is considered large enough to be able to accommodate a mixed-use type project in lieu of smaller-scaled, "single-use" transitional development.

Example of the one of the arts & craft studio uses

Finally, the planning group has applied a new neighborhood unit model to the remaining vacant lands (including the RAP center and the "temporary" church facility that is adjacent to the south). *The group's principle objective was to design a land use system based on similar compatibility and reduced impacts[5] to the adjacent uses—i.e., future mixed-use adjacent to the area of existing live/work and future residential adjacent to existing schools.*



Map 2.2.4. Neighborhood Pattern Models for the Area

Future Land Uses

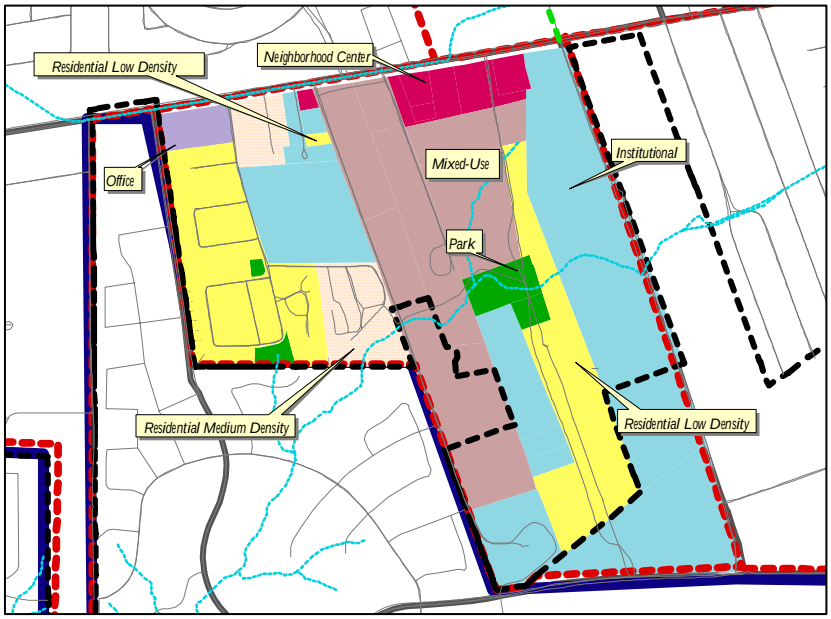
The proposed future land uses that were derived through the neighborhood workshop

[4] Throughout the planning workshops, the planning participants expressed a strong desire to create a minimum lot size requirement of 6,000 square feet in order to respect the existing character of the area. This should be taken into consideration as development occurs. The participants were not, however, interested in applying rural protection areas in order to meet that objective.

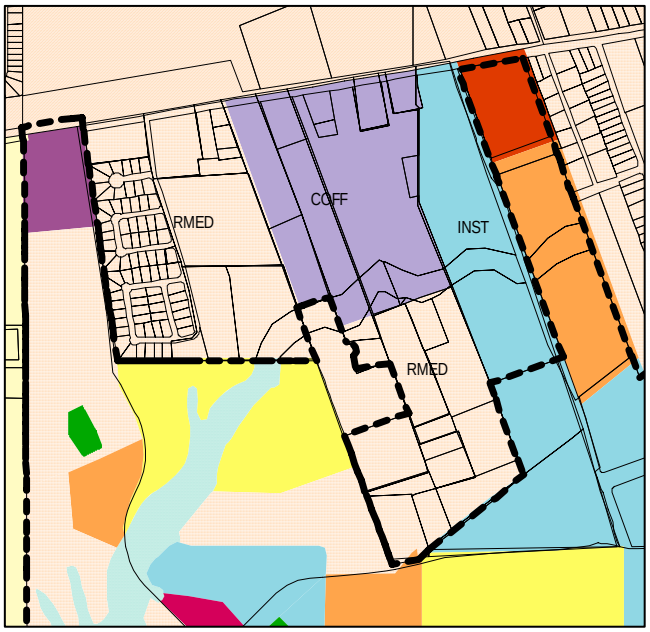
[5] There was expressed concern regarding continued negative impacts related to growth and the overcrowding of the adjacent schools. In an effort to reduce further impact to neighboring schools, the group chose to divide future designations between mixed-use and a new neighborhood unit.

process reflect the intent to create a land use system of mixed uses that are compatible with the present land patterns within the area (see Map 2.2.5). Again, there is a strong emphasis on furthering live/work opportunity within the area and maintaining, to some degree, the kind of semi-rural/agricultural flavor that defines the neighborhood unit.

The City's General Plan currently designates future land uses for the neighborhood area (see Map 2.2.6). The changes being proposed more closely align future land use to the



Map 2.2.5. Proposed Future Land Uses for the Southcentral Neighborhood Plan Area



Map 2.2.6. Current City GP Future Land Uses Designations

existing underlying land uses and applicable zoning, as well as promoting the collective neighborhood vision for their area. The intent is to encourage a wider variety of uses and styles within the neighborhood though incorporation of the mixed-use designation.

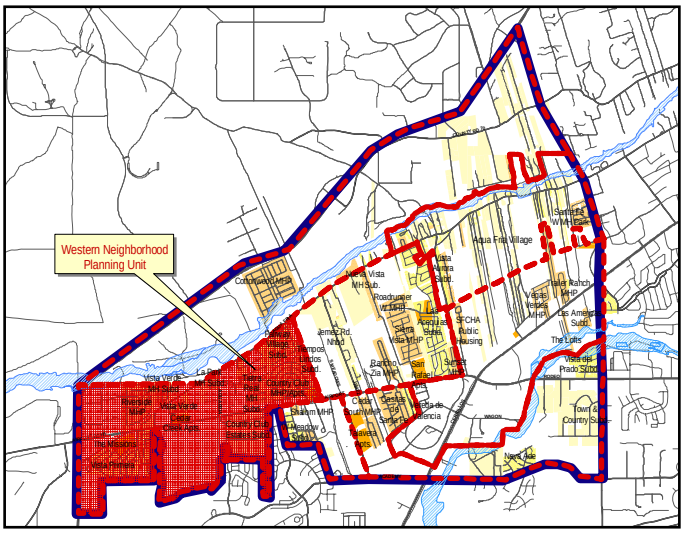
With regard to live/work, the appropriateness of what constitutes the work component should be evaluated on a case-by-case basis for the more intense uses. Where industrial-type uses are being proposed, there should be considerable evaluation performed based on measurable performance standard criteria such as noise, vibration, odor emission, environmental concerns, light degradation, etc…. In addition, appropriate use intensity should be considered in relation to the surrounding existing or proposed future uses. Where an industrial or some types of agricultural uses are being considered, there should be an adequate separation of adjoining uses and additional buffering to any adjacent residential properties in order to minimize or negate any potential impacts. *Uses of any substantial intensity should only be considered where it could clearly be demonstrated that controls such as adequate buffering, additional separation measures, and performance standard criteria have been incorporated and satisfied.* Expansion of any existing use should be required to meet these same types of standards as well.

For the new neighborhood unit area, the proposed residential density for the area falls within the 3-7 du/ac. range. More importantly, the planning group has requested that individual lost sizes not be less than 6,000 square feet (more in keeping with the suburban patterns of the 1960-early 80's—such as the La Resolana or the Casa Solana neighborhoods). Densities within Santa Fe neighborhoods with 6,000 square foot acre lots typically fall within the 4-5 du/ac. range. Theoretically, the new neighborhood unit model design standards could still be met, however, varying the lot sizes for greater housing variety may prove difficult under this scenario.

Western Neighborhood Plan Area

Unit Area Description

The Western Area Neighborhood planning unit is generally considered to be the most urbanized of the extraterritorial planning areas. It generally lies north of the Tierra Contenta development, is bordered by Agua Fria Road/Santa Fe River to the north, NM 599 to the west and encompasses nearly 50% of the north and south properties that bound Airport Road within the SW planning area (see Map 2.3.1). In addition, the Western Plan Area is one of two areas that fall within both the two- and five-mile extraterritorial zones.



Map 2.3.1. Western Neighborhood Plan Area

The plan unit is comprised of roughly 870 acres. Within the area, approximately 101 acres, or 11% (excluding the Highway Corridor critical setback area), remain vacant, developable land. Of that percentage, approximately 30 acres is currently under development or has received some level of project approval[1] for future development. Therefore, roughly 71 acres, or 8% of the total unit, remains as undeveloped, uncommitted acreage.

Existing Land Uses and Urban Forms

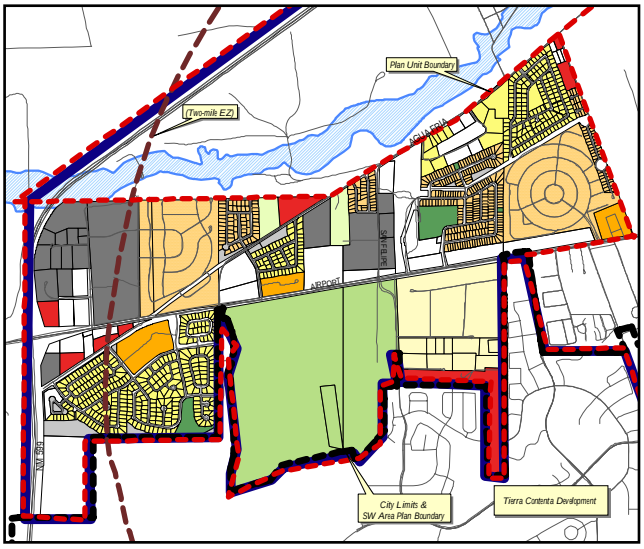
The existing land uses within the planning unit represent a broad spectrum of uses (Table 2.3.1.) as well as patterns and densities. The range of land uses vary in intensity

Land Use Category	Total Acreage	% of Total
Undeveloped/Vacant	101.4	12%
Rural Residential	10.3	1%
Residential Very Low Density	63.3	7%
Residential Low Density	102.5	12%
Residential Medium Density	149.5	17%
Residential High Density	21.1	2%
Park	11.4	1%
Recreational	164.4	19%
Commercial	33.3	4%
Industrial	89.0	10%
Easement/ROW/Other	122.1	14%
Total	***868.2***	***100%***

Table 2.3.1. Existing Land Use Summary

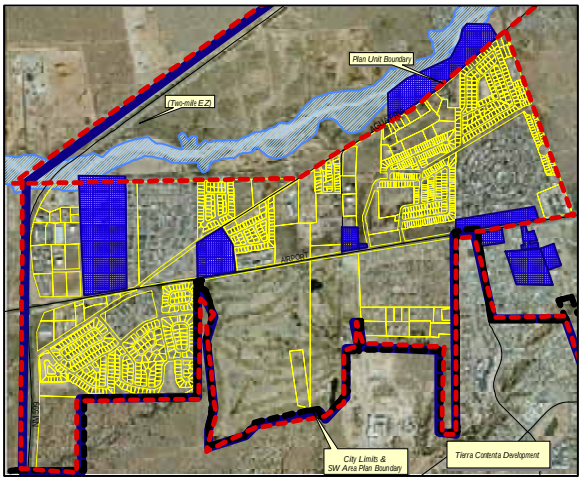
[1] The various projects have received some level of approval (i.e. Master Plan, Development Plan, etc…) through the EZA.

from industrial park development to rural density residential. Of the developed acreage (excluding right-of-way and other infrastructure-related uses), approximately 46% of the total acreage are residential uses (Map 2.3.2). In contrast, 16% of the existing uses are commercial/industrial-based with a primary orientation toward the Santa Fe Municipal Airport as well as accessibility to NM599. The planning area also includes several private neighborhood parks as well as the Santa Fe Country Club recreational facility. In general, the planning area is principally residential, but also includes an array of accompanying existing commercial, industrial and private recreational uses.



Map 2.3.2. Western Plan Area Existing Land Uses

As previously noted, the plan unit area is also one of the most "urbanized" neighborhood units, both with respect to the range of uses, the level of urban services[2],as well as the urban density and form. The Western Area represents a kind of planning paradigm, in so far as the area does not lie within the corporate city limits, but has and continues to develop at what is clearly urban densities. For example, the largest single residential percentile (see Table 2.3.1.) is represented by the Medium Density Residential land use classification ranging from 7-12 du/ac. In addition, the summation of the urban residential density classifications, including low density residential (4-7 du/ac.) and high-density residential (12-29 du/ac), comprise nearly 79% of the total residential acreage. This level of intensity for residential development is more typically found within a municipal setting or service boundary.



Map 2.3.3. Approved Future Development

The dominant area urban form is characteristic of suburban style development with curvilinear and cul-de-sac land patterns. The suburban form is in keeping with the primary development period as well as the levels of urban services that are currently being provided to the area. With respect to non-residential land patterns, development has tended to be less structured in form—more in keeping with an "urban fringe" development pattern, particularly in the industrial areas. It is also a common pattern for intense industrial uses to be located adjacent to residential neighborhoods without adequate buffering, separation, or other methods for providing

[2] Based on the data and mapping contained within the *SW Plan Area Existing Conditions Report*, July 2000.

protection to residential areas.[3]

Based on recent development approvals (See map 2.3.3), there appears to be a shift in pattern towards more community/neighborhood-based commercial development (fronting Airport Road) that is more typical of a suburban-like setting. Given the intensity of urban residential uses for the area, the expansion of neighborhood-serving commercial (retail and office) would be considered appropriate and desirable, however, the type and scale of those uses should be compatible with the neighborhoods for which they serve.

Activity Centers and Neighborhood Cores

The Western Neighborhood Planning Area contains one large community activity center—the Santa Fe Country Club. It offers a variety of recreational opportunities, including golf, tennis and private dining. It is, however, a semi-private recreational center that is fee-based for golf and tennis, and restricted to private membership for other country club activities.

With respect to local neighborhood centers or cores, the area is proportionately undeserved given the degree of urban residential development for the planning unit. In addition, there are few local connections, neither streets nor pedestrian paths or sidewalks, which unify or tie neighborhoods together. There are no public parks or institutional facilities, including churches or schools, located within the planning unit. There are, however, several relatively small private parks that are intended to serve individual neighborhoods exclusively (limited public access). These include two developed private parks that serve the Vista Primera and Fairway Village neighborhoods and one undeveloped and one developed "tot lot" park that serve the Tierra Real Mobile Home Park. The absence of defining public spaces and connections between neighborhoods is one of the key planning issues raised during neighborhood workshops.

Private park at the Vista Primera Subdivision

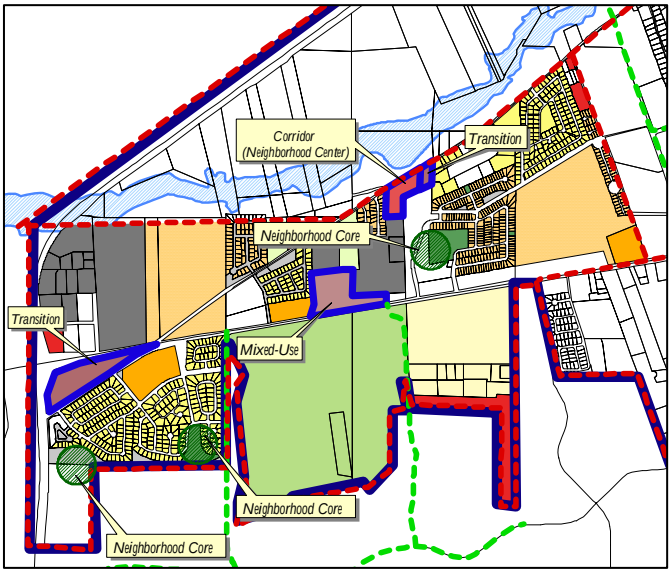
Proposed Neighborhood Patterns

Since the neighborhood planning area is nearing build out, there are only several largely undeveloped land segments[4] that would be considered "eligible" for new neighborhood pattern designations. At the conclusion of the scenario construction workshop (third out of the four meetings), the planning participants opted for a combination of applications

[3] This is one of the primary planning issues and/or concerns raised during the neighborhood workshop series for the area. Other concerns included lack of public spaces/centers and connections; rapid, unplanned development and associated traffic; and airport noise and encroachment.

[4] This generally excludes those vacant tracts with current master plan approvals or partially built out subdivisions.

(see Map 2.3.4) as well as more conventional land use applications for future development.



Map 2.3.4. Proposed Neighborhood Pattern Areas

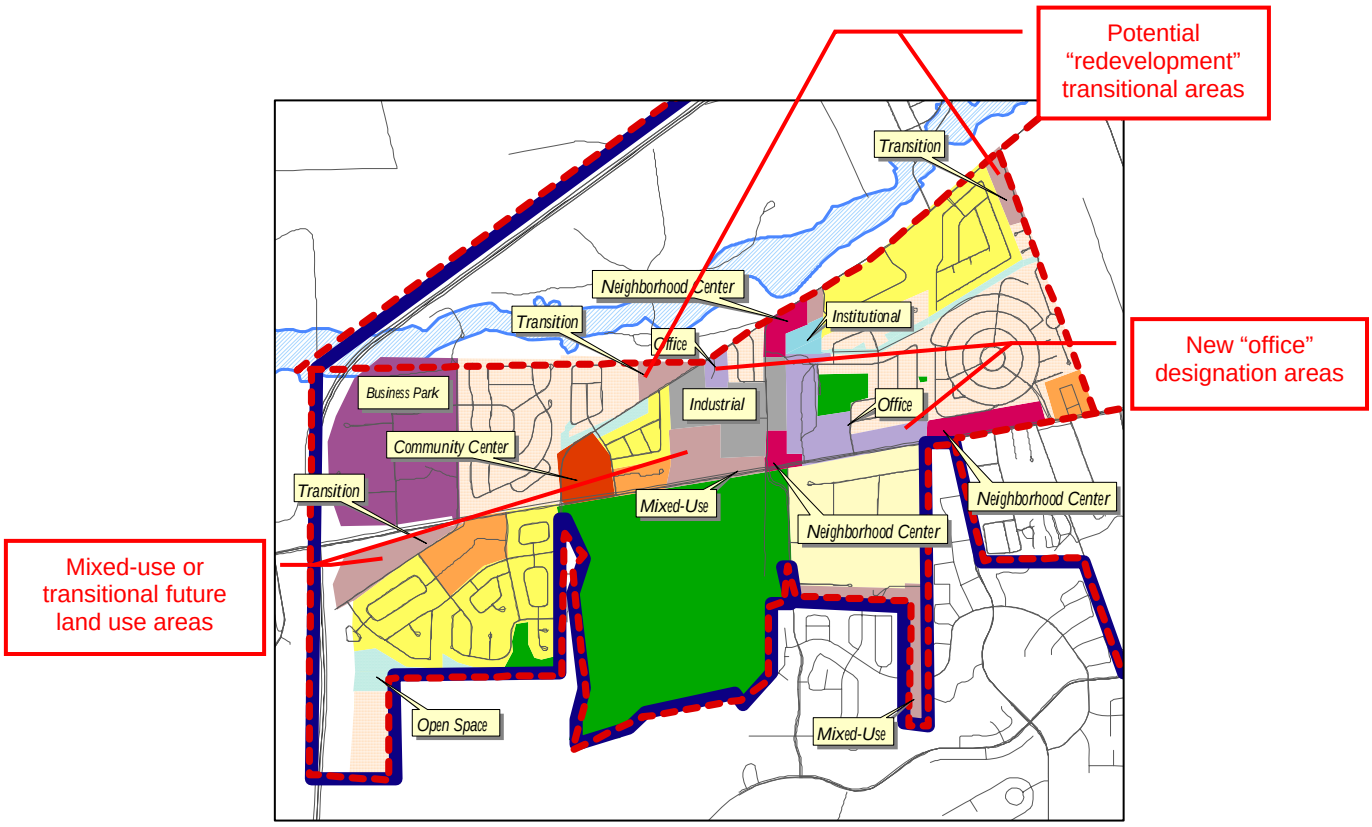
The planning participants have applied three [modified] new pattern areas as illustrated in Map 2.3.4 (areas in blue outline) and identified three existing/future neighborhood cores. The first pattern area, intersecting Agua Fria and San Felipe Roads, is defined by a neighborhood (retail center) corridor area wrapping the intersection with added transitional buffering to the adjacent residential. The second area is a kind of modified new neighborhood pattern defined as a single-project mixed-use area along Airport Road. The participants have used a mixed-use designation rather than the corridor and transition relationship since the majority of the adjacent existing land uses are industrial. This would allow for greater flexibility in design and an opportunity to incorporate both residential and non-residential uses within a master-planned setting. The third new pattern area, located between the Vista Primera subdivision and Airport Road, is shown as a transitional designation in order to encourage future transitional uses and buffering between the industrial use intensity to the north to the existing residential to the south.

The neighborhood pattern areas also include three neighborhood cores. The core located north of Airport Road (Tierra Real MHP) is currently an undeveloped park that could be developed and expanded into a neighborhood park that could unify future development to the south and west with the existing residential neighborhoods. The second neighborhood core designation merely validates the current functioning of the existing Vista Primera Park as a neighborhood core.[5] Finally, a third neighborhood core is recommended south of Vista Primera to, again, unify future development of the southern tract along NM599 to existing residential.

Future Land Uses

The proposed future land uses are generally a reflection of the underlying existing uses as well as an expanded set of future land uses applied to undeveloped areas (see Map 2.3.5). Of the seven planning areas, the Western Area incorporates the broadest arrangement of future land uses, including the introduction of future office, institutional, business park and community and neighborhood retail centers. The proposed future land uses generally offer the greatest variety and balance of land uses within a single planning area. With the exception of the Cerrillos Road Corridor Plan Area, it is also the most urbanized of the seven planning units.

[5] If annexation of this area occurs, it may be warranted to consider dedication of the park to the City for use as a public park. This would allow for greater public access to the park while shifting the ongoing responsibility for operation of maintenance of the facility to the City's Parks and Recreational Department.



Map 2.3.5 Proposed Future Land Uses for the Western Planning Area

The primary objective for the Western Area planning participants has been to incorporate future infill development of intermediary-type uses between the intense existing industrial and the residential areas, while recognizing that future development would most likely continue at an urban scale. Because of the strategic location of several of the remaining vacant tracts, there have been several opportunities to apply this strategy. The first application is through the introduction of office uses to vacant lands situated between industrial and residential areas (see Map 2.3.5--areas identified as red notations). The second application is the introduction of transitional and/or mixed-use designations that would encourage more creative and flexible design opportunities, while promoting protection to adjacent residential areas. Lastly, the planning participants have designated the potential redevelopment commercial[6] areas as future transitional areas so as to encourage greater compatibility with existing surrounding uses should redevelopment occur.

The planning area includes three proposed commercial areas with previous master plan approval along Airport Road—one community commercial center and two neighborhood centers. The community commercial, shown at the intersection of Airport and Agua Fria Roads is the only community commercial designated within the Airport Road Corridor. It is also expected that a community grocery center is to be located at this site. Although these areas are not shown as neighborhood pattern designations since they have

[6] These are areas generally described as legal, non-conforming commercial uses within the EZ that are likely to redevelop over time with the extension of urban services or as the area further develops at urban densities.

existing master plan approval, *every attempt should be made to design the final development plans to be in accordance with the development guidelines of the Final Report*. This would also include incorporating within the site itself, some level of buffering and transition to the adjacent existing neighborhoods, much as redevelopment areas along Cerrillos Road would be required to do. This is critical since these sites are relatively small or narrow and abut existing residential neighborhoods which could potentially impact surrounding residential if they were built without sensitive design. All three centers should remain at a neighborhood scale and orientation.

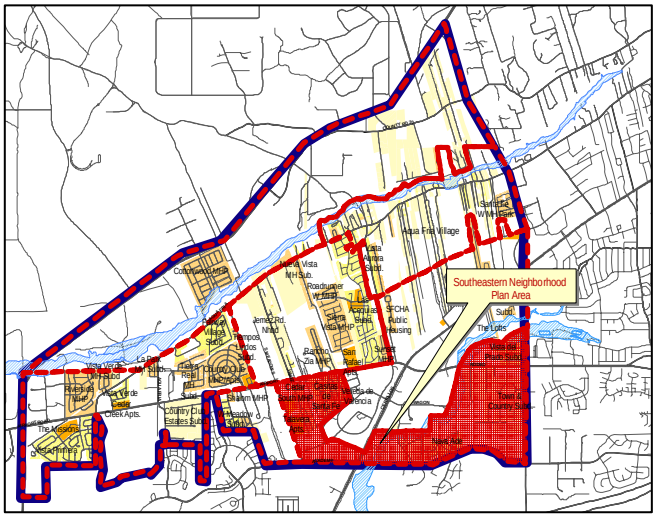
It should also be noted that the most western boundary (area outside of the two-mile EZ boundary) of this neighborhood planning area also lies within the Airport Development District planning boundary. Throughout the workshops for this unit, every attempt has been made to validate and recognize both concurrent-planning processes, so that the final outputs of these plans remain generally consistent with one another[7].

[7] It was generally accepted that the Western Area planning participants would have the primary voice on the "triangle area" adjacent to Vista Primera, while this process would defer to the Airport Development District for guidance on the industrial area north of Airport road within the concurrent planning boundaries.

Southeastern Neighborhood Plan Area

Unit Area Description

The Southeastern Neighborhood Plan Area is located south of the Arroyo de los Chamisos, crossing Cerrillos Road to the south and wrapping the Cerrillos Road Corridor Plan Area up to Airport Road (see map 2.4.1). The area includes such developments as the Nava Ade, Vereda de Valencia and the Town and Country subdivisions. Approximately 302 acres, or 49%, of the plan area is currently within the City limits. Nearly a quarter of the area remains undeveloped, but with pending or approved future development status.



Map 2.4.1. Southeastern Neighborhood Planning Area

The neighborhood area represents a very broad spectrum of development patterns and types. This is a fairly common pattern for urban fringe areas where development has occurred randomly. Much of the pattern for this area has not solely been influenced by jurisdiction, but often more by the provision of city water service. Again, this is a typical pattern through the Southwest Area where services have been extended without subsequent annexation. In contrast, subdivisions such as Town and County that continue to rely on water wells and septic tanks, have for the most part, maintained their exurban or semi-rural characteristics. These “pocket” areas within the neighborhood unit often abut or are surrounded by the City.

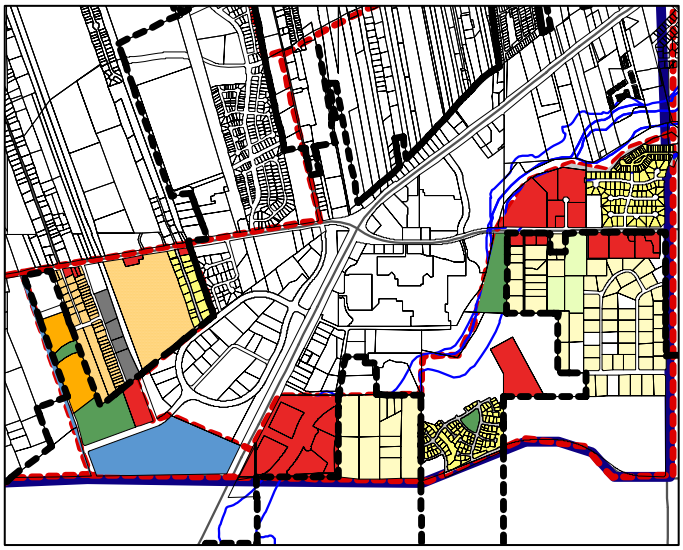
Existing Land Uses and Urban Forms

The existing land uses for the Southeastern Planning Area are illustrated in Table 2.4.1.

Existing Land Uses	***Total Acreage***	***% of Total***
Undeveloped	151.8	24%
Rural Residence	13.3	2%
Residential Very Low Density	118.7	19%
Residential Low Density	48.9	8%
Residential Medium Density	59.2	10%
Residential High Density	13.5	2%
Park	25.2	4%
Institutional	39.8	6%
Commercial	93.1	15%
Industrial	8.1	1%
Easement/ROW/Other	49.1	8%
Totals	**620.7**	**100%**

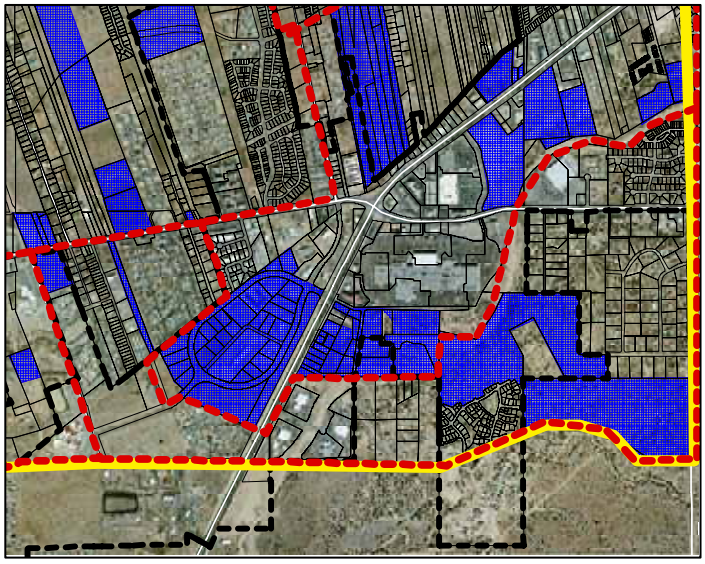
Table 2.4.1. Existing Land Use Summary

The plan unit represents a dichotomy of urban, suburban and exurban forms. Of the 302 acres within the City, nearly 130 acres, or 43%, is attributable to commercial or institutional/public uses (see Map 2.4.2). The remaining residential areas (within the City) occur at densities ranging from 3.1 to 12.9 du/ac.



Map 2.4.2. Southeastern Area Existing Land Uses

Development patterns and uses outside the City on the east side of Cerrillos Road are predominately exurban residential areas at or near gross densities of one (1) du/ac. The exception occurs south of Rodeo Road where the fronting residential properties have transitioned to lower intensity commercial (i.e., office and restaurant uses). The residential structures themselves remain intact while the uses have transitioned. This type of adaptive conversion has proved relatively successful in so far as the scale and building types remain connected to the adjacent neighborhood, but allowed the uses to appropriately adapt in response changes in demand for services. North of Rodeo Road, however, the uses are clearly urban, including regional retail and single-family residential (Vista del Prado) at a density of 4 du/ac.



Map 2.4.3. Pending or Approved Development

West of Cerrillos Road, the land use patterns more closely mirror similar Airport Road patterns within the EZ jurisdiction. The area contains a broad range of use intensities, including retail, industrial, and mobile home parks and subdivisions at an average density of 7.2 du/ac.

Although the area remains 24% vacant, the majority of those vacant lands have pending or approved development applications (see Map 2.4.3). Therefore, those tracts remaining vacant or undeveloped can generally be considered infill development.

Activity Centers and Neighborhood Cores

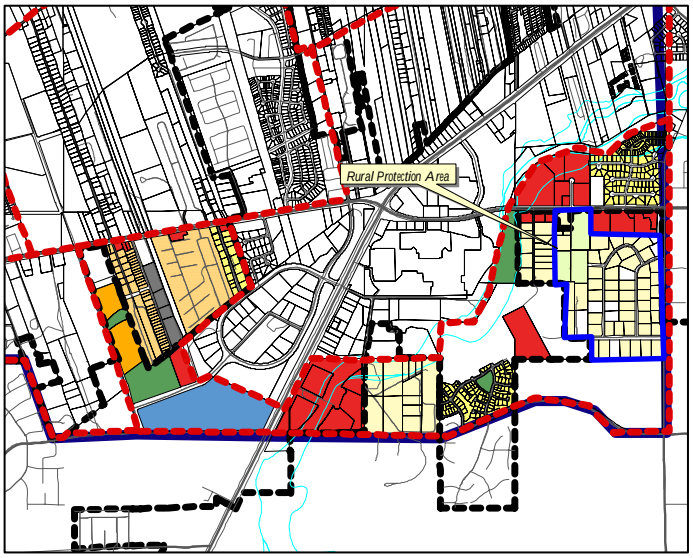
The Southeastern Neighborhood Plan Area includes two activity centers and two neighborhood cores within the residential areas. The first area activity center is the Arroyo de los Chamisos itself. One of the City/County's three major urban trails runs along the southern bank of the arroyo up to Rodeo Road. The trail currently serves as the Southwest Area's only major developed pedestrian connection. Completion of the trail (see Chapter 4, Section 3 – Connections and Circulation) will ultimately connect and unify developments along the arroyo within the Southwest Area. The second activity center, Villa Linda Park, is also situated along the northern bank of the arroyo. This community park is located adjacent to the mall and is heavily used for area community soccer activity.

Villa Linda Park

Two neighborhood parks currently function as limited neighborhood cores, including the developed Nava Ade pocket park and the dedicated open space within The Meadows Apartment Complex. There is also approval for a developed neighborhood center within the Nava Ade Master Plan[1]. The area can generally be considered as undeserved by community space or neighborhood centers. As future development occurs, the development of neighborhood cores should be included as part of a master plan review in order to encourage more active space within neighborhood development.

Proposed Neighborhood Pattern Areas

Since most of the Southeastern Area is either currently developed (Map 2.4.4) or subject to various master plan approvals, there was only limited opportunity for applying development typologies to vacant lands.[2] However, the participants chose to apply a rural protection area to the Town and Country sub-



Map 2.4.4. Neighborhood Pattern Designations for the Area

[1] Development of this center should be encouraged to do so in keeping with the guiding principles of the Final Report. The center has the potential of providing an important unifying element to both Nava Ade as well as to the area as a whole and should be encouraged to develop as a neighborhood-oriented, service-related facility.

[2] The exception was the vacant lands south of the Town and Country subdivision. Since that land is currently being considered for development as part of the Los Soleras project, the planning participants chose to defer to that public review process via Early Neighborhood Notification (ENN) review.

division and adjacent parcels as a matter of policy.

The intent was to declare and protect the semi-rural nature of the area both in how the land continues to be used as well as the development pattern. The group, particularly those from the subject area, expressed a strong desire to maintain their semi-rural/agricultural lifestyle, irrespective of jurisdiction. The planning participants felt that the declaration of a rural protection area would most effectively convey this desire within the planning process[3].

Future Land Uses

The City's General Plan currently provides future land use designations for this area (see Map 2.4.6). Map 2.4.5 illustrates the proposed changes to the current Future Land Use Map to more appropriately reflect the current and desired future uses for the neighborhood area. As in several of the other planning areas, most of the proposed changes to the current General Plan's Future Land Use designations are based on the underlying existing uses or, proposed changes that would effectively reduce the intensity of commercial to a more appropriate neighborhood scale or to be more in keeping with the intent of the Airport and Rodeo Road Corridors. Most of the proposed changes are intended to bring the Future Land Use Map in keeping with the way the land is actually being used and is expected to continue being used.[4]

Several of the commercial designations shown on the current Future Land Use Map indicate Community Commercial areas both within neighborhoods themselves as well as within the Airport and Rodeo Road Corridor areas. Since the intent of both of these corridors is to limit commercial intensity to neighborhood orientation, both in range of uses as well as scale (see Chapter 3, Section 2, Corridor Areas), the areas shown as "Community Commercial" are suggested for redesignation to "Neighborhood Center". This would also include the commercial node for the Nava Ade subdivision[5]. This is also intended to further the purpose intent of the PRC zoning relative to Nava Ade. The variation to this is within the Rodeo Road corridor, where there was an even stronger expressed interest to further restrict commercial uses to "Office" as a buffer to existing residential. Since there are currently a wide range of commercial uses near the Rodeo Road area, "Office" was suggested an alternative to retail centers.

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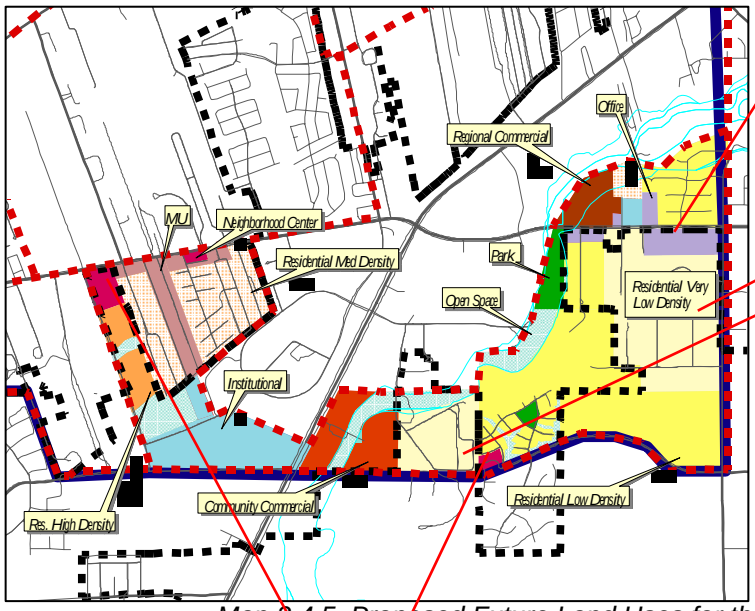
[3] One of the primary concerns for the group was the effect of annexation on their land and the manner in which it is used. There was concerns regarding continuation of private wells and septic systems as well as the ability to maintain livestock, particularly horses, on the property should the area be annexed by the City. This is the primary motivation for a rural protection designation by the group. The rural protection area and redesignation from Low- to Very Low Density Residential is also in keeping with the private land covenants for Town and Country (according to a realtor who owns property within that neighborhood). Although the City does not enforce private land use controls, it can be a restricting factor to future densification of land as long as they remain in effect.

[4] For those areas where the residential use intensities are being reduced, there remains a possibility that in future years, the land ownership may so dramatically change that there may become a renewed interest in subdividing the land on an individual basis. If there is general consensus among the neighborhood to change the existing character of the area, then it may be appropriate to reestablish greater densities. For the purposes of this exercise, however, there was expressed interest among the participants to change the densities to better reflect the current neighborhood buildouts.

[5] The developers of Nava Ade are currently seeking a revision to their master plan to eliminate the neighborhood commercial center and redesignate the tract to residential. Should the request be approved, it will effectively supercede this proposed revision.

The proposed uses west of Cerrillos Road are, again, intended to align the future and existing uses. A recently approved live/work, mixed use project is reflected by the mixed-use/transitional designation as well as the introduction of a transitional buffer to the existing neighborhood center. The residential densities remain unchanged for this part of the neighborhood area.

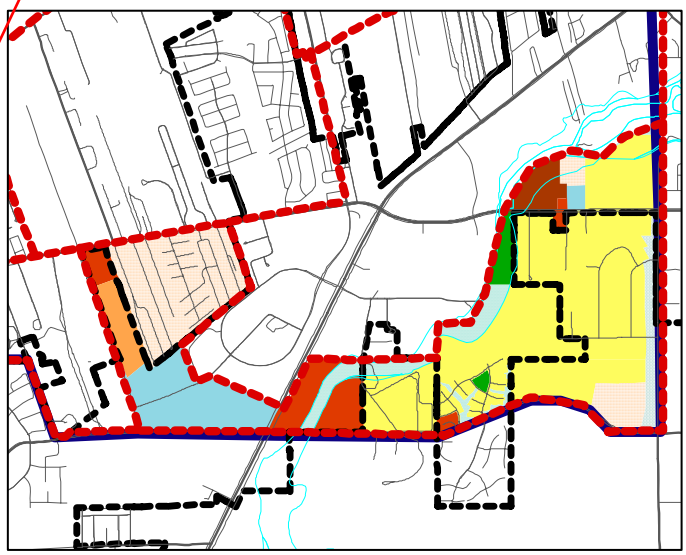


Redesignation to Office to reflect the current uses or intensity of uses

Redesignation to match the existing residential patterns

Map 2.4.5. Proposed Future Land Uses for the Southeastern Plan Area Map

Reduction of commercial intensity from Community Commercial to Neighborhood Center to reflect to Airport and Rodeo Road Corridors and neighborhood orientation



2.4.6. Current GP Future Land Uses for the area

In summary, the majority of recommended changes to the current City General Plan future land uses reflect the existing land uses as they are today and/or an expressed interest on the part of the planning group to continue those uses into the foreseeable

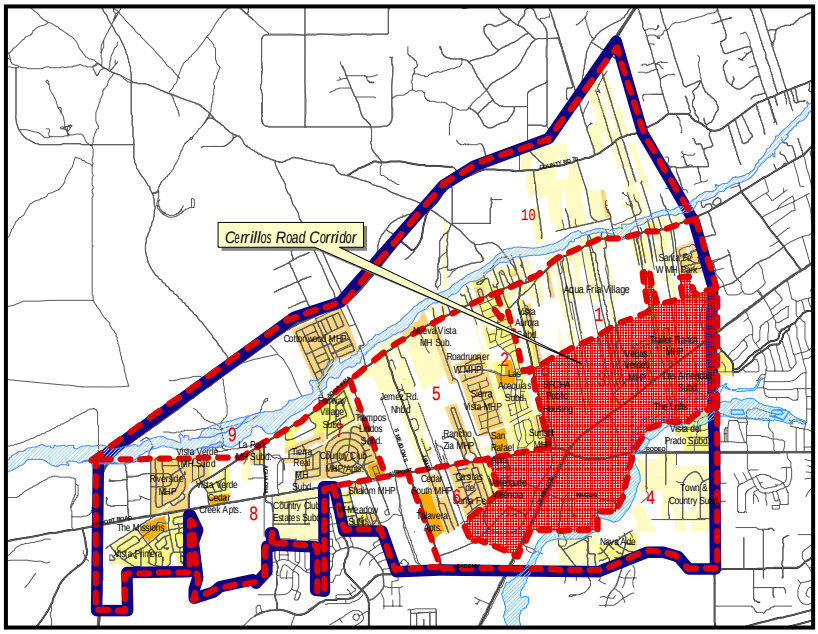
future.[6] They also incorporate recent development approvals to vacant lands, otherwise, the future land use designations remain unchanged.

[6] The proposed redesignation from low to very low density residential of the two existing neighborhoods is being suggested in response to the desires of the residents and property owners of those areas. As property ownership changes hands in the future, there may be a desire to further densify or redevelop those areas. Should that occur at some later time, it may be appropriate to revisit the designations, but only if there is consensus among the neighborhoods as a whole. Future land use plans are always intended to be living document that can adapt over time to changing social and economic conditions. This would hold true for the City's General Plan as well.

Cerrillos Road Corridor Plan Area[1]

Unit Area Description

The Cerrillos Road Corridor neighborhood planning area (Map 2.5.1) is generally comprised of those tracts of land fronting onto or having access from Cerrillos Road and are located south of Rufina Street and north of the Arroyo de los Chamisos. The area consists of approximately 860 acres of which 240 acres, or roughly 28%, currently fall outside of the city limits. In addition, nearly 358 acres, or 42%, located within the area remain undeveloped. Of that acreage, approximately 71% of undeveloped lands fall outside of the City boundary, with the majority falling between the Agua Fria THC and the city limits. There are six urban area neighborhoods within the area, in addition to the traditional, rural land holdings of the Agua Fria Village area.



Map 2.5.1. Cerrillos Road Corridor Neighborhood Unit

Existing Land Uses and Urban Forms

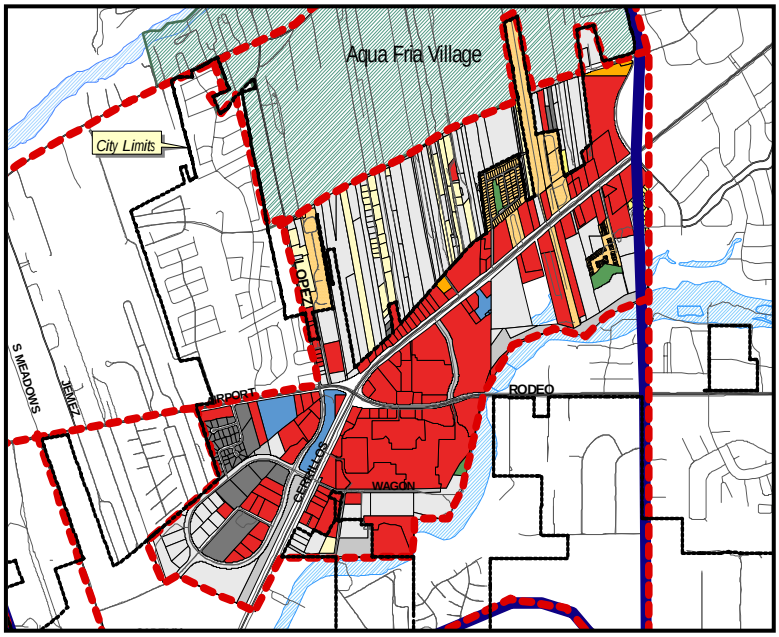
The commercial and industrial land uses (see Table 2.5.1) are the predominant land

Current Land Use	*Total Acres*	*% of Total*
Commercial	277.7	32%
Industrial	37.7	4%
Easement/ROW	44.1	5%
Institutional	15.5	2%
Mixed Use	8.1	1%
Park	5.8	1%
Residential	112.6	13%
Undeveloped	358.3	42%
Total Acreage	**859.8**	**100%**

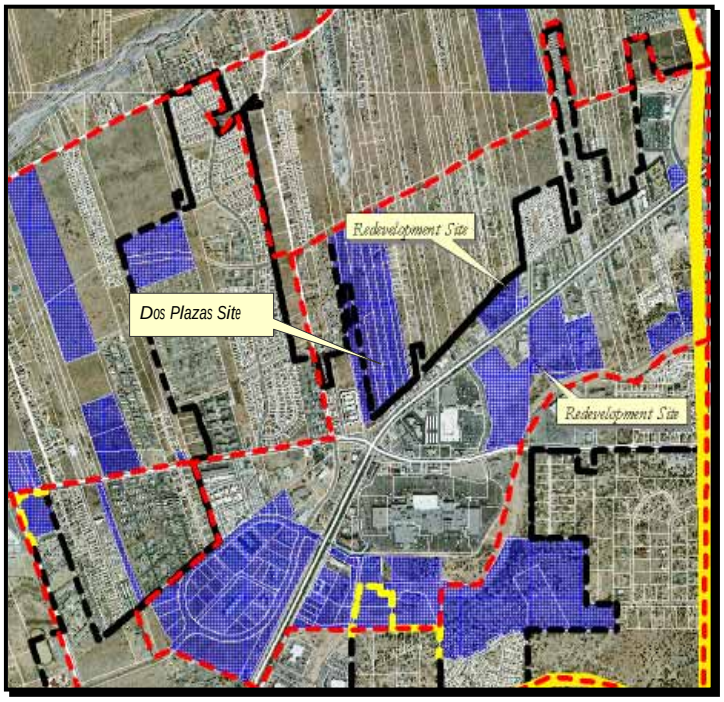
Table 2.5.1. Existing Land Use Summary

[1] This section, as well as Chapter 3, Section 3, was adopted by the Santa Fe City Council in November, 2001 as independent plans. Some of the language has been modified in order to accommodate re-incorporation into the master plan, however, there has been no substantive revision to either section.

use feature of the corridor. Within this corridor are several large-scale retail centers and business parks including the Villa Linda Mall, the Santa Fe Plaza Shopping Centers I & II, Home Depot and the Valdes Economic Development Park Center. The area contains much of the regional commercial square footage that currently is serving northern New Mexico. Map 2.5.1 illustrates the existing land uses within the planning area. There also exists the smaller, (and often older) local retail establishments within this section of the corridor, many of them located on the north side of Cerrillos Road. There has recently been an increase in redevelopment activity occurring along this particular section of the corridor. This redevelopment trend indicates that the area is continuing to shift from small local retail to that of greater use intensity as well as an increase in building scale and footprint as indicated by recent City general plan amendments/rezoning requests and development plan submittals [see pending future development--Map 2.5.3].



Map 2.5.2. Cerrillos Road Corridor Existing Land Use Patterns



Map 2.5.3. Pending Applications for Future Development

Residential areas vary greatly in type, pattern and density. With the exception of the long-lot, traditional patterns of Agua Fria to the north, the two principal types of existing residential are the higher density, attached single-family and mobile home parks. The neighboring residential areas, both in and out the SW Planning Area boundary, quickly "step back" in density to a more typical [City] single-family residential pattern at 5 dwelling units per acre (du/ac). Existing gross density range from 14.5 du/ac. within Las Americas

subdivision to the more traditional land patterns at an average of 3.3 du/acre. The average gross density for the area falls around 8.4 du/ac. This is comparable to a City General Plan future land use classification of Residential Medium Density (7-12 du/ac.) Densities on the southern side of Cerrillos are slightly higher than on the north. This is consistent with the expected densities that would typically occur in an urban versus rural setting.

Urban forms and land patterns, again, vary greatly within the area. There remains a strong presence within the corridor, predominantly outside the city boundary, where the rural, long-lot traditional Agua Fria pattern continue in their original form. In contrast, there is also dominating intense urbanization both within City commercial and residential areas, that often located coincidental to the organic, rural forms. *These variations in patterns illustrate, most prevalently within this plan area than any of the other six, the intensity of competing market forces between traditional, rural forms and urbanization*. In recent years, there has been increasing development pressure to consolidate and develop the remaining rural tracts at urban densities and intensity (i.e., the Dos Plazas development project, e.g.—See Map 2.5.3.) The master planning initiative for the Southwest Area was prompted, in part, as a direct response to these issues (see Appendix I, City of Santa Fe Resolution 1999-91).

Activity Centers and Neighborhood Cores

Community Activity Centers and Neighborhood Cores/Centers can be described as those public places where people congregate for social, educational, religious or recreational participation or interaction. An activity center would typically serve a larger population and geographical area where more intense and diverse activities would be common. (A fellow planner lightheartedly described activity centers as a "place where people hang out!") Neighborhood cores, in contrast, tend to be smaller in scale with a greater neighborhood focus and with a heightened emphasis on institutional spaces such as schools, churches and parks.

Villa Linda Mall

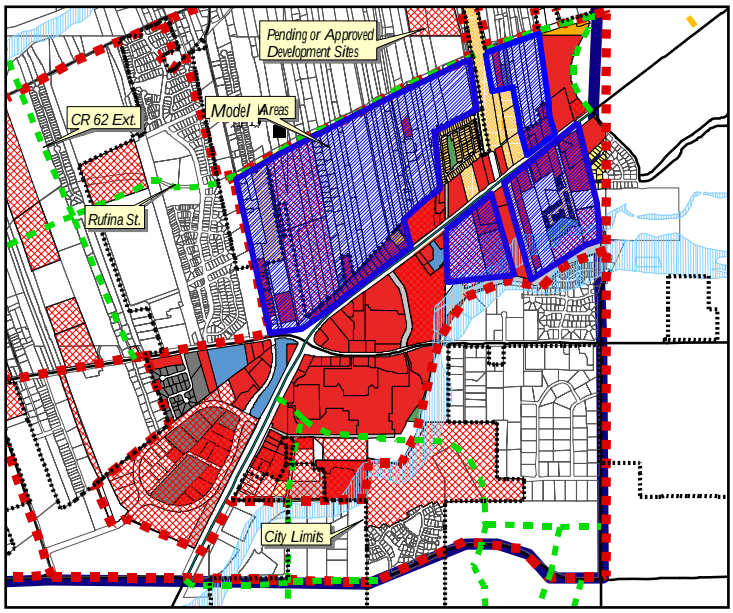
The largest community activity center for the area is Villa Linda Mall. The center encourages and accommodates a large assembly of people and a variety of activities not for only the planning unit, but for the Santa Fe region in general. In many of the neighborhood workshops, Villa Linda Mall was identified as the primary activity center for the Southwest Area. Other activity centers include the Villa Linda Community Park (soccer field and tot lot), and the Arroyo de los Chamisos Urban Trail. *Although there are several activity centers currently serving the unit, there*

continues to be added overall need for community and/or regional parkland since the area is highly urbanized and underserved.[2]

Neighborhood cores within the area are typically in the form of private open space or parkland. For example, the Las Americas subdivision contains a privately owned greenbelt park as does the Vegas Verdes Mobile Home Park. Since much of the gross residential area within the unit remains rural, there are only a few existing neighborhood cores. *As new neighborhood areas develop within the corridor, it is recommended that new neighborhood cores*[3] *be incorporated with the development since the area is currently underserved by neighborhood public spaces and institutional uses (currently only 3% of the total land uses for the unit).* The size of a new neighborhood unit area (and proximity to other similar uses or services) would dictate the types and intensity of uses appropriate for each development (see reference to neighborhood pattern models below) within a neighborhood center. In all cases, however, a neighborhood core should be included as part of the neighborhood development.

Proposed Neighborhood Pattern Areas

As previously noted, nearly 42% of the planning area remains vacant or undeveloped. In addition, there are also areas within the unit that are likely to redevelop[4]. One of the principle tasks of the neighborhood workshops was to



Map 2.5.4. Cerrillos Road Corridor Proposed Neighborhood Pattern Applications

[1] Based on the findings/deficiency analysis contained in the *City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan (2001)* as well as the *SW Area Existing Conditions Report*.
[2] Principle 4 (page 19) of the *Final Report* calls for every neighborhood to have a neighborhood center at their core.
[3] This premise is based on the current development activity or as an expressed interest by the property owners to redevelop their lands.

identity and define the areas where neighborhood pattern models[5] can best be applied and in what form and type. (Neighborhood pattern areas are typically applied to vacant, developable land or to those areas of traditional rural or vacant lands where there is a strong public interest or need for conservation or preservation*.) Since it is likely that redevelopment will occur along Cerrillos Road over time, it is recommended that the corridor area design guidelines be applied to any site that redevelops[6] in order to be in keeping with the overall vision and guiding principles of the Final Report.* Although the redevelopment sites are not specifically identified as future neighborhood pattern areas, they should be treated as such when redevelopment occurs.

The neighborhood pattern areas that have been identified and created by the workshop participants (see Map 2.5.4) are intended to work as single, unified components. In other words, the neighborhood pattern areas are meant to function in a perpendicular fashion to Cerrillos Road as integrated, single projects rather than parallel to the arterial as separate, individual corridors. This means that within a neighborhood pattern designation, there will exist a corridor area, transitional area and new neighborhood unit model within each project. These Cerrillos Road model areas were designed and developed to allow for greater flexibility in design, transfer of use intensities between and within the elements themselves and, most importantly, to require full integration (of the three elements) within each proposed development.

Future Land Uses

Once the future neighborhood pattern areas were defined, future land uses were then developed. There were several planning and regulatory tools used to create future land uses: 1) existing land uses, 2) future land uses as designated within the City General Plan 3) the adopted future roads network, 4) current City and/or EZ zoning, and 5) most importantly, the *Final Report*. Designation of future land uses occurred in a two-step process; the first was to verify the existing land uses for an area against the General Plan future land use designations and, secondly, to apply new future land uses within the proposed neighborhood pattern areas that "fit" the intended desire for future development patterns.

The first step was fairly straightforward—it was essentially a measure of consistency. This would be consistency between existing uses, the zoning applied and the expected future use. As a result of this process, there were only recommended minor adjustments to the current City General Plan. These adjustments included reclassifying some of the most intense retail from community commercial to regional commercial (see Maps 2.5.5 and 2.5.6—Recommended Changes to the Future Land Use Map). Several of the fairly recent retail centers have evolved into a more regionally-based retail provider. This has occurred, in part, due to the expanding markets that are derived as more single-use retail establishments come on line within a given center (i.e. economies of agglomeration). The Santa Fe Plazas I & II represent a new generation of shopping mall, where single-use retailers are

[4] Neighborhood pattern models in this example are meant to include the original *Final Report's* New Development, Corridor and Rural Protection Areas.

[5] Building block three in Principle 6 (page 26) calls for a redevelopment strategy along Cerrillos Road whereby redevelopment should follow the principles expressed in the *Final Report*.

choosing to co-locate for the purpose of capturing larger markets. The recommended changes reflect that new trend. The change would not affect the current zoning—it would only provide a more accurate description of the current uses.

The second step involved translating the guiding development principles and building blocks of the *Final Report* into land use applications. So within the neighborhood pattern areas proposed, the workshop participants collaboratively developed and applied appropriate future uses that were in keeping with the *Final Report*. This meant 1) defining where corridor areas were to be applied or in some cases expanded, 2) where new neighborhood units were appropriate and most likely to occur, 3) where the traditional land patterns were most likely to remain intact, and 4) integrating transitional buffering areas between the corridor and existing or future residential.

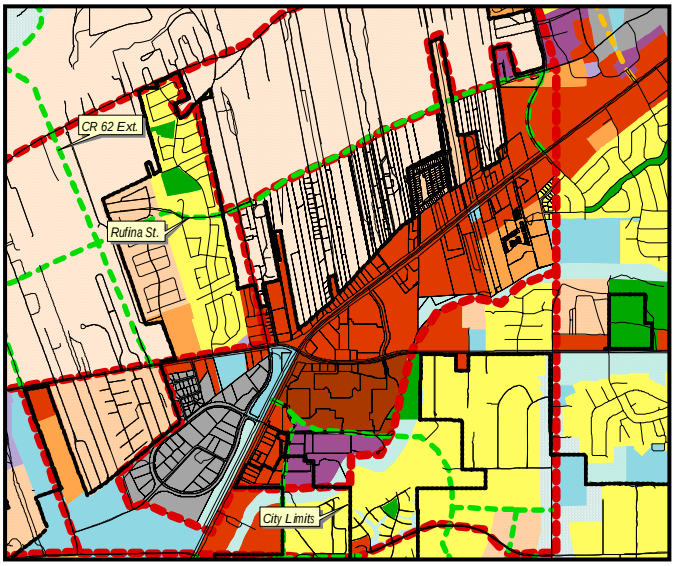
For the neighborhood pattern areas on the north side of Cerrillos Road, several design scenarios for corridor depths were tested. It was the consensus of the planning group to start with an initial corridor depth of 700 feet (as measured from the road centerline). This was based on current zoning patterns and generally reflects the 600 feet as delineated and described in the General Plan as the Cerrillos Road Redevelopment Corridor. Then, a fairly deep "two-tiered" transitional zone of 900 feet would be applied. These would include a Transitional #1 zone of approximately 450 feet that would require some reduction in use intensity, building height and scale to the corridor. Transitional #2 then would require an even further reduction in intensity, height and scale as to be compatible to adjacent residential areas. A new neighborhood unit would then be applied to the remaining neighborhood pattern area. In contrast, areas where the traditional patterns for existing residential were likely to remain, the Agua Fria model designation was used instead of the new neighborhood model. A Transition #2 area was then applied between the residential and existing commercial[7]. (See Map 2.5.7--Future Land Uses and Neighborhood Pattern Areas.)

The planning group wanted to then incorporate planning techniques that would allow for greater design flexibility and innovative development while ensuring residential compatibility. They recommended a system of "use intensity transfer" that would allow use intensity transfers on a limited basis between the Corridor and Transition #1 areas, and the Transition #1 and Transitional #2. The idea was that some "net" use intensity would be achieved within an entire development project, but there would be some degree of flexibility in how that net was to be achieved. *In all cases, however, the degree of use intensity would always be dependent on either the existing infrastructure carrying capacity (emphasizing roads and utilities) or the ability to provide additional capacity as required in order to adequately serve the project. If carrying capacities for anticipated loads could not be met, then the project would not be considered appropriate.*

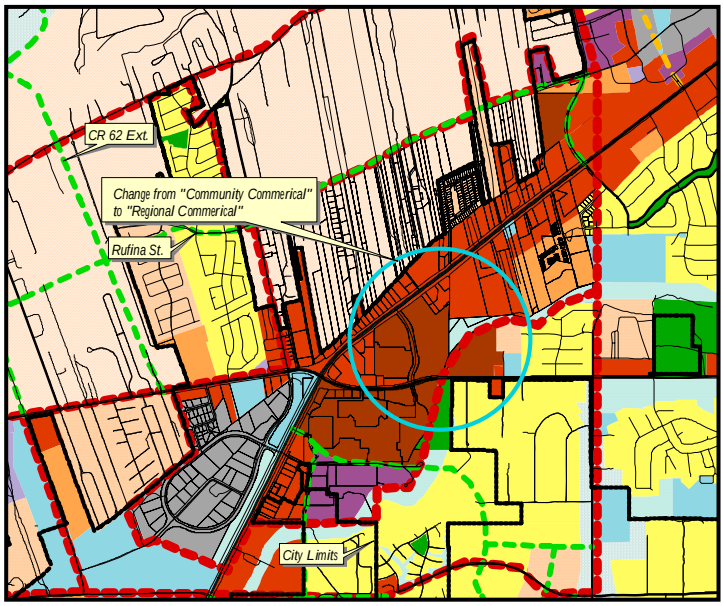
For the purposes of illustrating how a use intensity transfer[8] might be applied, the following scenario is described. A developer may chose to expand a corridor-type

[7] In areas where existing commercial abuts existing residential and in development scenarios where commercial redevelopment occurs, the new commercial development would be required to provide a transitional buffering within the redevelopment area.
[8] This is for illustration purposes only and is not intended to imply an appropriate application.

use by 50 feet into the Transitional #1 area, generating an additional 1,000 ADT (average daily trips) of traffic generation that is within the acceptable range of existing infrastructure capacity. This would require an offsetting reduction of intensity within the Transition #2 area, such as an increase in dedicated open space, to maintain the net use intensity as well as a transfer of 50 feet from Transition #1 to Transition #2 (Under this scenario, the Transition #1 area has effectively been



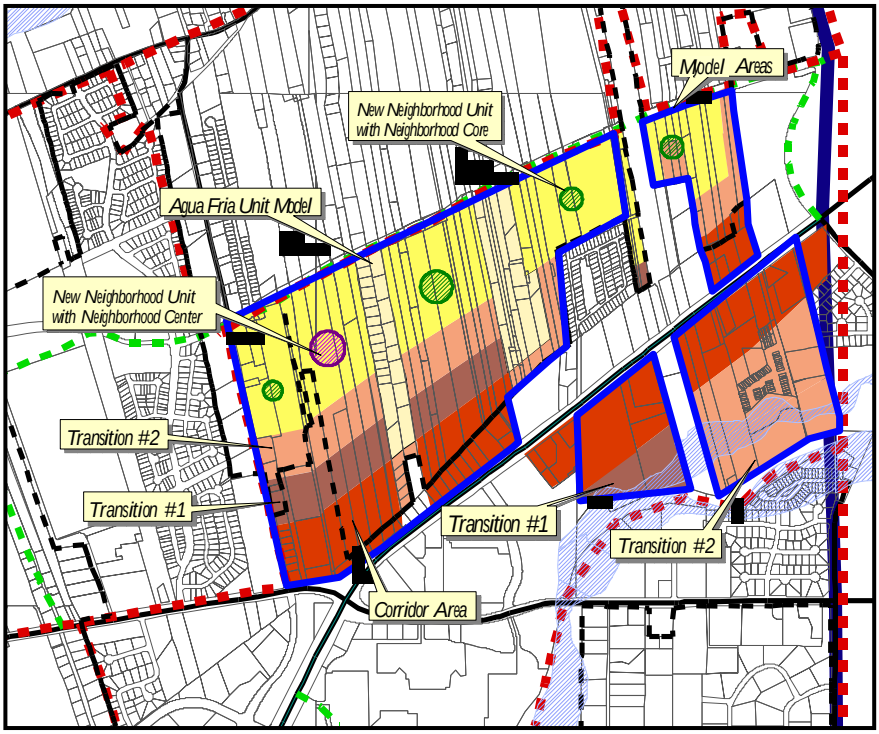
Map 2.5.5. Current General Plan Future Land Uses



Map 2.5.6. Proposed Changes to the General Plan within the City Limits (Excluding the Neighborhood Pattern Area Changes)

reduced by 100 feet). This would create a "steeper" step back of use intensity to ensure that residential compatibility is maintained. Intensity transfers may occur between the transitional areas but are not intended to reduce or encroach into the

residential unit area under any scenario nor should they be used to *reduce the depth of a transitional zone by more than 50%*—this is why the transitional corridors are



Map 2.5.7. Proposed General Plan Future Land Uses within the Neighborhood Pattern Areas

relatively deep. In addition, for the intensity transfer system to be implemented effectively, it would be required that a project be treated as an entire unit, such as a master-planned development project (i.e. PUD). In all cases where commercial abuts existing residential, there would be increased setbacks and/or additional open space buffering requirements for protection in addition to the mandated Transition #1 requirement.

For neighborhood pattern areas south of Cerrillos Road, the group recommended incorporating both transitional zone types[9] adjacent to the existing corridor areas. This was done to allow for greater mixing of uses within a single project, while the adjacent arroyo would continue to provide a natural buffering feature to the adjacent residential areas located across the arroyo. Again, this would remain in keeping with the current General Plan future land use designations which currently provide for high density residential. The recommended changes would continue to allow for high density residential but would expand the opportunity for an additional mixing of uses within the same development and, particularly, to encourage live/work units within the area.

The proposed residential densities within the new neighborhood unit areas should be

[9] The type of transitional zones that were recommended examined the compatibility to the adjacent uses.

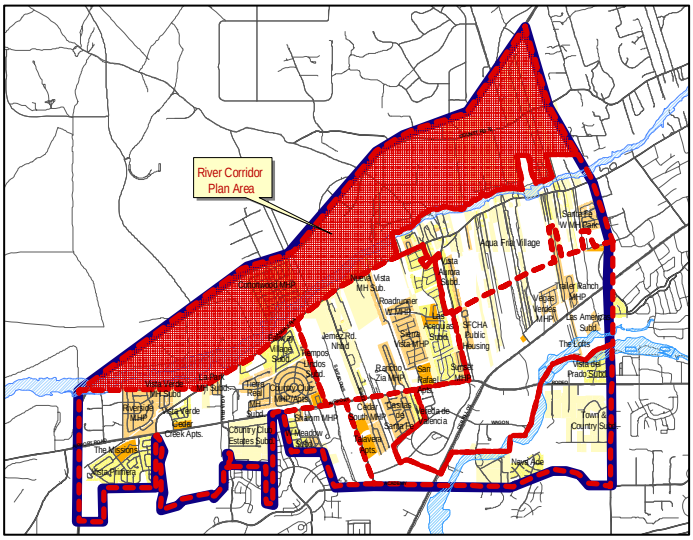
designed to be in keeping with the principles[10] of the *Final Report*, while respecting the current densities and patterns of adjacent existing residential. If the objective is to vary patterns to encourage a variety of housing, then reduced densities that more closely reflect the adjacent residential may be more appropriate, while increased densities may be more appropriate where adjacent to transitional areas. This type of residential development scenario would encourage a diverse housing landscape while maintaining desired compatibility. In addition, the planning unit participants considered an *average* gross density of around 4½ du/ac. to be within an acceptable density range. This translates into a future land use classification of Residential Low Density (3–7 du/ac.) as illustrated in Map 2.5.7.

[10] Principle 5 (page 24) states that "neighborhoods…should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community".

River Corridor Plan Area

Unit Area Description

The River Corridor Plan Area is the largest of the neighborhood units (see Map 2.6.1), comprising approximately 1426 acres or 28% of the total planning area. In addition, the entire area falls exclusively outside of the city limit boundary.



Map 2.6.1 River Corridor Plan Area

The plan area predominately consists of large vacant tracts, undevelopable lands or easement and right-of-way. Undeveloped acreage constitutes approximately 62% of the planning area, including the Santa Fe River channel and floodplain area.[1]

The prominent land use feature or defining characteristic for the neighborhood plan area (as well as the Southwest Plan Area in general) is the Santa Fe River.[2]

Most of the current land uses draw from or relate directly to the natural, historical or cultural resources of the river itself. This is what makes the River Corridor (and the Agua Fria Village) unique and gives it a sense of community and place.

Existing Land Uses and Urban Forms

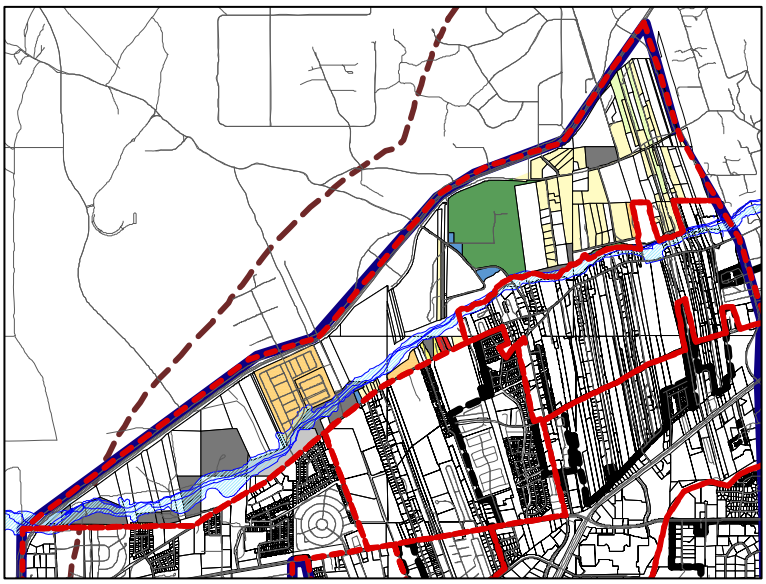
A summary of the existing land uses is illustrated in Table 2.6.1 below. As noted, the

Existing Land Uses	***Total Acreage***	***% of Total***
Undeveloped	668.8	47%
Rural Residential	25.4	2%
Residential Very Low Density	162.7	11%
Residential Low Density	3.3	0%
Residential Medium Density	90.5	6%
Park	108.4	8%
Institutional	7.5	1%
Commercial	5.5	0%
Industrial	139.0	10%
Easement/ROW/Other	215.1	15%
Total	***1426.1***	100%

Table 2.6.1. Existing Land Use Summary

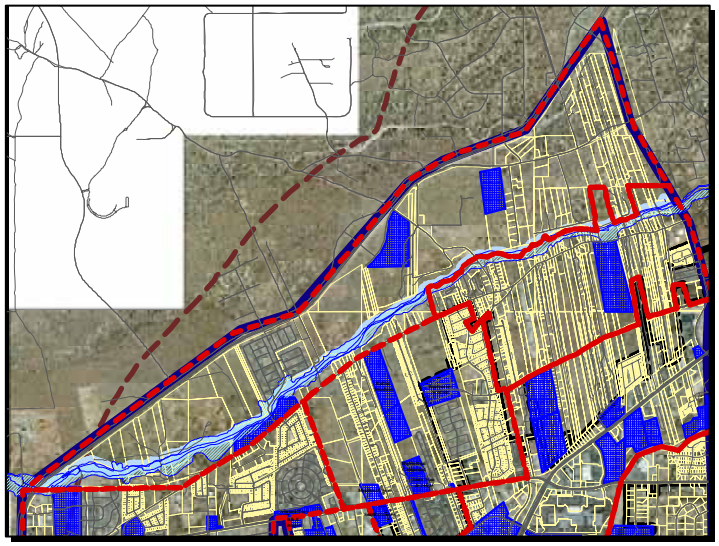
[1] The calculations exclude the Santa Fe River confluence contained within the Agua Fria THC.
[2] Principle 10 of the *Final Report* identifies the river as "an important landmark...that should be protected and easements created to provide residents with access to the river."

plan area remains predominantly undeveloped or, to a less extent, undevelopable due to right-of-way or floodplain. The present land uses tend to be founded within the river itself—ranging from gravel mining operations along the river to rural/traditional residential uses that radiate longitudinal and perpendicular to the river as a reflection of the past dependence on water for agricultural uses (see Map 2.6.2). These varying uses of land illustrate the "centerdness" that the river has provided to the people who have lived among it and the important role it continues to play today.



Map 2.6.2. Existing Land Use Patterns for the Area

There has been a developing "shift", however, towards a de-emphasis of uses related to the river itself. This is most apparent in recent residential urbanization patterns such as the Cottonwood Mobile Home Park where development has adopted a more suburban pattern that, in this example, de-emphasizes the natural or environmental setting. The adoption of more contemporary land use patterns is mostly the result of the extension of utilities north of the river. This trend is likely to continue based on current development application approvals and recent submittals (see Map 2.6.3), however, this trend remains dependent, for the most part, on the continued availability of municipal utilities to the area.



Map 2.6.3. Pending or Approved Future Development

The area that lies south of the river (and mostly north of Agua Fria Road) has developed in the more compact Agua Fria model form—rather than the long-lot traditional patterns of the north, it has taken on the patterns more related to Agua Fria Road and the Village itself. The patterns within this section of the plan area are a continuation from the Agua Fria Village and are desirable, unique and appropriate.[3]

[3] Principle 9 of the *Final Report* states that areas contiguous to the Santa Fe River should be developed with a similar pattern to that of the Agua Fria Village.

Activity Centers and Neighborhood Cores

The River Corridor is unique to other planning areas in that the principal activity center, the Santa Fe River, is a natural and historical landmark that serves the entire southwest sector of Santa Fe[4]. One of the ten principles within the *Final Report* calls for the creation of easements along the river for the purpose of public access and protection of the river as a valued natural resource. This topic was also one of the highest scoring community values tested in public review during the visioning process. This premise was again tested during the neighborhood workshops—with similar responses. There appeared to be an overwhelming belief that the river should be protected and be accessible to the community as a whole. The idea of a River Protection Zone (discussed under Future Land Uses, this section) was clearly the primary objective of the planning group.

Santa Fe River at the State Land Office Tract

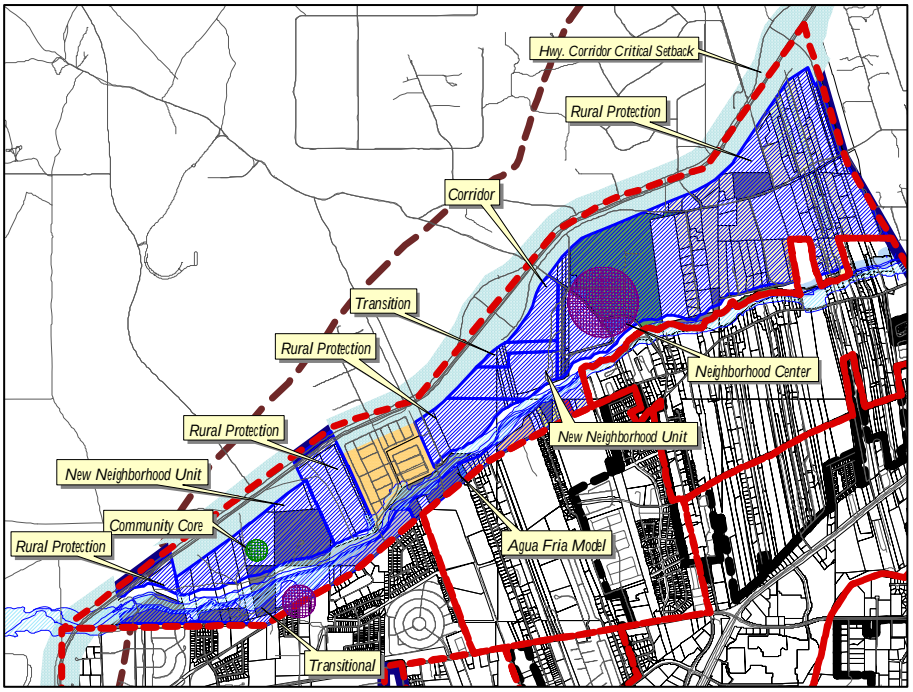
Another activity center for the area is the Santa Fe County Agua Fria Park. The park has recently been renovated and provides the largest percentage (65%) of active public park space for the Southwest Area. The park is located adjacent to the river, and is surrounded by a variety of institutional uses that create the area's only formal neighborhood center. Since neighborhood centers and cores are more common in developed and/or urban areas, the deficiency of centers or cores is not unexpected. Should future development occur, however, centers and cores should be incorporated as part of the creation of new neighborhoods. These centers should also be connected to the river through pedestrian trails and other public easements that would allow new neighborhoods to be connected to each other via the river trail spine.

Proposed Neighborhood Pattern Areas

Because of the vast acres of undeveloped lands, the planning participants have declared much of the plan area as future neighborhood pattern areas. These include all possible combinations of development patterns, including rural protection areas, corridors, transition, new neighborhood units and Agua Fria model areas (see Map 2.6.4).

[4] The exception is the relationship of the Arroyo de los Chamisos to the Southeastern Plan Area. It, too, serves as the major activity center for the plan unit, however, the Santa Fe River represents a cultural and historical center for the region as well as serving as a natural and environmental landmark. In both cases, providing public access and promoting these natural environs for recreational amenity will further promote their importance as regional activity centers. They will also both serve as two of the three major Santa Fe urban trail spines.

When the future typology (neighborhood pattern) areas were being developed for the *Final Report*, the area north of the river was referenced as areas most probable for rural protection designation.[5] The planning group opted to apply rural protection areas in two forms—those areas that represent a continuation of the Agua Fria (traditional, long-lot) forms directly north of the river and those areas that represent large vacant tracts of lands that have direct access to the river and that could be encouraged to develop in rural patterns that are similar or compatible with the Agua Fria model.



Map 2.6.4. Neighborhood Pattern Designations with the River Corridor Plan Area

The corridor and corresponding transitional uses coincide with an approved master plan development (the Village Center) for the center of the plan area. The group then "stepped back" the adjacent development patterns to include a new neighborhood unit.

Adjacent to the Cottonwood MHP, the planning group applied rural protection areas to encourage rural patterns where there was direct access to the river. Further west, the group then chose to apply the new neighborhood concept where existing residential densities are more in keeping with urban patterns and standards.[6] This would be in keeping with historical development trends of movement from south to north. In addition, the group expressed an interest in continuing and promoting the Agua Fria Model south of the river/north of Agua Fria Road to the Village boundary.

[5] This general observation was not meant to preclude other areas south of the river which may also be appropriate for designation. The Final Report also states that other areas may be suitable for rural protection depending on criteria such as natural or environmental features or other characteristics that would create a unique, rural setting.

[6] Urban development trends within the western quadrant of the Southwest Area has historically been a "south to north" direction. In other words, urbanization within the Southwest Area has been from south to north within the western section of the study boundary.

In summary, the overriding design for the variety of future neighborhood pattern designations would be to allow for continued urban development within the western quadrant, create rural protection areas within large vacant "pockets" as well as within the area north of the Village, provide for urban development in the center of the corridor where master plan approval is in place and future roads[7] have been planned and approved, and continue the Agua Fria Model pattern south of the River.

Future Land Uses

In keeping with the goal of protecting the Santa Fe River and providing for public access for all residents, the most significant future land use designation is the creation of a River Protection Zone. This concept was originally suggested within the *Final Report* as a development building block which included the following language:

> "Access to the river will require the creation of a River Protection Zone that would border the Santa Fe River and floodplain for a depth of 200 to 350 feet. "

In three of the four neighborhood workshops, different protection zone scenarios[8] were tested with respect to corridor depths, both on the north and south side of the river as well as different description language for the zone. After several renditions, the planning group has recommended a River Protection Zone that would include, at a minimum, the floodway itself (bank to bank), a 200-foot public access easement as measured from the northern floodway boundary on the north side of the river, and a required setback of 75 feet on the south side of the river as measured from the southern boundary of the river floodway. In most cases, the natural floodplain (using the City's most recent GIS data coverage for FIRMA) includes a 200 to 350 foot depth, so most of area slated for public access would fall within the floodplain, however, in no case shall the northern public access easement be less than 200 feet, irrespective of the floodplain width. The recommended setback along the southern bank has been suggested based on the location of current structures along the southern banks of the river.[9]

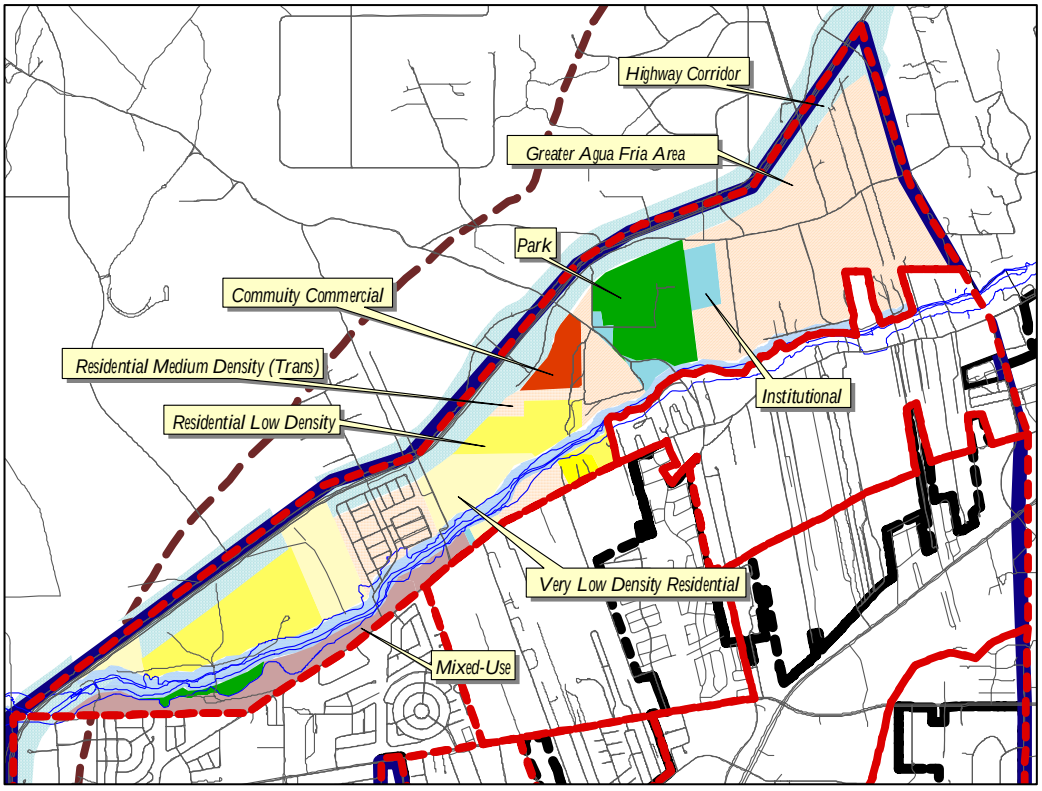
The recommended future land uses, based on the combination of present uses and future neighborhood pattern designations are illustrated in Map 2.6.5. It is suggested that the area directly north of the Agua Fria THC remain as the "Greater Agua Fria Area" designation to promote continuity of the patterns north and south of the river, as well as a recognition of the strong community identity to Agua Fria Village. The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan

[7] This is based on the ARTF Future Roads Plan that provides for convergence of CR62 and the South Meadows Extension near the designations.

[8] Different mapping techniques were incorporated, including matching aerial imagery with vector data to compare different setback scenarios. This made the zone more translatable to a "real world" scenario, where those boundaries might actually be located relative to an individual's property.

[9] Where current regulations are in place that governs structural setback requirements or dedication of public easement, the most restrictive regulations would prevail. The River Protection Zone, for purposes of this plan, is a recommended policy guideline. Until regulatory mechanisms are put in place to enforce these guidelines, they are to be considered a matter of policy. Dedication of public easement is also not intended to apply to developed properties. Dedication would only be required within the context of developing lands or the expansion of some use where dedication would be required. Again, this would have to be codified for it to be enforceable. Acquisition of public easements, however, is not subject to regulatory constraint.

provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested. Within the rural protection areas, the actual densities may develop below the 1 du/ac. threshold, particularly where urban services have not been or are not planned to be extended. In those cases, a much more typical rural density would be considered appropriate.



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

South of the river, the planning group applied a mixed-use designation to the majority of the lands along Agua Fria Road. This group believed that "Mixed-Use/Transitional" was the "best fit" for the uses that currently exist along the north side of Agua Fria Road, given many of the uses are currently a home-business operation or live/work type use. It also closely expressed the types of uses that have recently been approved for that area, including live/work art studios along the river.

Finally, members of the planning group, as well as several representatives from the Agua Fria community, have expressed an interest in exploring a possible rural protection ordinance for their area. Several participants stated that other communities in northern New Mexico have developed this type of regulation to protect rural, agricultural lands.

This type of land use control could be developed during the implementation/zoning revision process of the third phase of the master planning effort. It is expected that as the new neighborhood pattern areas are translated into development standards[10], a rural

[10] It is expected that these development standards would be applied as zoning overlay districts in addition to the underlying "conventional" zoning. A rural protection ordinance could theoretically serve as the zoning

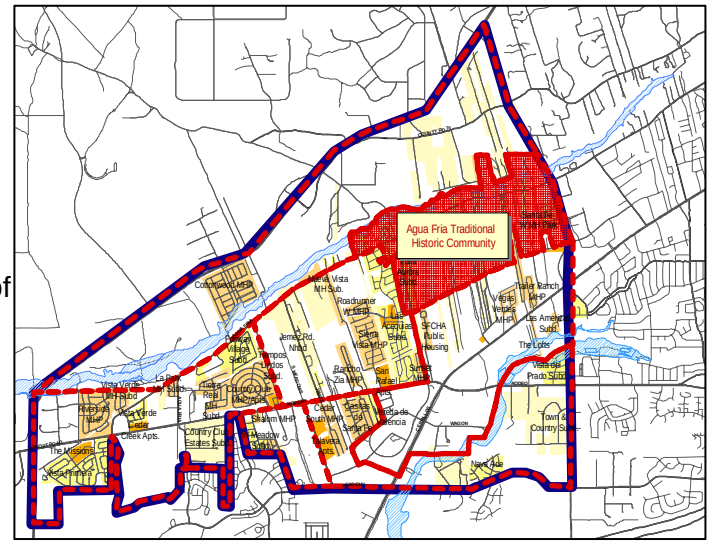
protection ordinance could simultaneously serve as the type of regulatory standard for rural protection areas. It would ultimately be at the discretion of the governing body, however, as to the appropriateness of development of such an ordinance for their community.

overlay for the rural protection areas. Other City zoning districts that would also need to be developed would include a mixed-use district and the neighborhood center district. The latter may be achieved by revising the current SC-1, Planned Shopping Center Zoning District to be in keeping with neighborhood-serving, contemporary retail development as well as the intent of this project.

Agua Fria Traditional Historic Community (THC)

Status of the Village of Agua Fria

The Village of Agua Fria represents the historical and cultural core of Santa Fe's southwest sector. During the early to mid-1990's, the Agua Fria Village responded to potential annexation by the City of Santa Fe through a state law which enables certain historic communities to be designated as Traditional Historic Communities (THC). This designation allows for communities to be excluded from the extraterritorial zone and extraterritorial zoning authority of a municipality and instead to be subject to the zoning jurisdiction of the county in which the greatest portion of the traditional historic community lies.[1] In addition, annexation of a THC can only be achieved through the petition or arbitration method upon request by a majority of the registered qualified voters within the THC.[2] The Santa Fe County Board of County Commissioners declared the Village of Agua Fria a Traditional Historic Community through Ordinance 1995-8. The boundary for the THC was amended via Santa Fe County Ordinance No. 1996-16.[3]



Map 2.7.1 Agua Fria Traditional Historic Community

Agua Fria Traditional Community

The Village of Agua Fria is also designated as a Traditional Community (TC) in the Santa Fe County Land Development Code. The Traditional Community concept was devised to identify areas in the County which already had densities higher than the hydrologic studies that the 1980 General Plan allowed. Traditional Communities were established to convey that resources, especially water, were limited and that the boundaries should not be expanded without regard for these

During the workshops, the San Ysidro Church was often referred to as the heart of the Community

[1] See NM Stat. Ann. 1978, §3-21-1.E.
[2] See NM Stat. Ann. 1978, §3-7-1.1.
[3] Ordinance 1996-16 allows owners of property outside of but contiguous to the boundaries of the THC to request inclusion into THC.

limitations. Upon designation as either a TC or a THC, the County Commission may appoint a local development review committee consisting of business owners, property owners, and/or residents of that community. The committee is a development review body with limited legal authority regarding platting, zoning and subdivision regulations. The committee has recommendation authority to the Board of County Commissioners with regard to variances, plats, master plans and zoning. The Board of County Commissioners established the Agua Fria Community Development Review Committee in 1996. Additionally, as a Traditional Community, the Village of Agua Fria may approach the Board of County Commissioners to begin a community plan.

Community Planning Process

Santa Fe County adopted a Community Planning Program in Article XIII of the Land Development Code through Santa Fe County Ordinance 1998-5.[4] The intent of community planning is to encourage and assist communities to organize themselves and identify both problems and solutions within their community. It is also intended to create a process whereby community members and the County jointly learn and document how development and growth both impact and can be directed to benefit individual communities within the context of and according to the principles of the County Growth Management Plan (GMP).

The community planning ordinance mandates that communities first create a Planning Committee recognized by the Board of County Commissioners, publicize the process, and address specific issues such as transportation and water. The process also recommends that the planning committee make decisions based on consensus, not majority voting. Zoning in the Village of Agua Fria may be altered if a Community Plan is developed and adopted using the County's Community Planning process. Thus, the Village of Agua Fria may create a Community Plan to guide and direct growth and future land uses in accordance with the Santa Fe County Community Planning Ordinance. The Village of Agua Fria has not, as of the date of this report, developed a Community Plan.[5]

Relationship to the Southwest Area Master Planning Process

Because the Village of Agua Fria is under the jurisdiction of Santa Fe County's Land Development Code, it is not the intent nor is it the purpose of the SWAP process to suggest or impose land use guidelines for the area. The difficulty herein lies in the fact that the area that is subject to the master planning process completely envelops the THC and has the potential of greatly impacting (both positively and negatively) the community as a whole. It is for this reason that the Village of Agua Fria has been asked to participate and provide constructive comment on the master plan as a whole *as it relates to the Village itself*.

[4] The Community Planning Ordinance was revised to refine and clarify the planning process through Ordinance 2002- 3.

[5] Initiation of a Community Plan has been discussed at several of the neighborhood workshops. There has also been some discussion that the process be accomplished through a joint city/county program since the Village of Agua Fria community bears a strong relationship to both jurisdictions.

This process is not intended to allow one planning area to raise or question the neighborhood vision of another—it simply allows the Village of Agua Fria community to respond to perceived impacts and define a list of priority statements and recommendations as to how the Village can further protect its own unique integrity and how to best respond proactively to future growth. These statements will then become the community's contribution to this process and will be incorporated as part of the neighborhood-planning chapter.

In restating this process, the concept is to provide an opportunity for Village of Agua Fria residents to express their perceptions of future growth and how it will ultimately affect their community. It further allows community members the opportunity to provide a series of action statements in how best to manage future growth impacts within their own regulatory framework.

In preparation for their final workshop, community members of the Village of Agua Fria[6] were asked to review a preliminary draft of the master plan, including the other six neighborhood plans. The participants were asked to consider three related questions as part of that review and for more detailed discussion at the workshop:

1) What types of positive impacts, specific to the Agua Fria Traditional Historic Community and Traditional Community status, may result from implementation of the Master Plan? What types of further planning, regulation or controls would need to be created in order to realize those results?

2) Conversely, what types of negative impacts may result or be expected? What types of tools or mechanisms need to be created or implemented for the Village of Agua Fria in order to effectively mitigate those impacts?

3) If the Village of Agua Fria were to prioritize a list of implementation methods (including but not limited to those listed above), in what order would they best be applied? What actions does the Village perceive are necessary in order to protect the cultural and historical integrity of the Community itself?

Community Impacts, Prioritization and Action Statements

Property owners and residents of Agua Fria Village met to discuss the aforementioned questions over the course of two worksessions. Although the participants chose to deviate to some degree from the questions that had been posed to them earlier, several key themes emerged or were repeatedly referenced as part of those discussions.

The first worksession was intended to focus on both the positive and negative impacts that the Village perceived would result from adoption and implementation of the plan. The results included the following observations:

Possible Positive Impacts from a Plan for the Area:

- Planning process could provide the following benefits:

[6] Participation includes representation from the Agua Fria Village Association as well as the Agua Fria Development Review Committee.

- Offer greater balance between what the community wants and what it needs for the future.
- Help plan for and monitor future road and circulation patterns and related issues.
- Provide community self-determination.
- Establish criteria for appropriate zoning (land use compatibility).

- A plan could provide for (small) connections between neighborhoods.
- A plan could create open space, both through preservation/protection of lands and preservation of long-lot semi-rural patterns.
- A plan could establish and communicate the *Agua Fria Community Identity* [emphasis added].
  - Re-establish the importance of the El Camino Real and its relationship to the Village and the Santa Fe River.
  - Create and build upon a river theme, such as a park and trail.
  - Provide public access to the river as a recreational amenity.
  - Restore the river through:
    - Continued COLTPAC acquisitions along the river.
    - "Cleanup" the mining areas and illegal dumping.
    - Address infrastructure and utility problems along the river, such as drainage/bank stabilization, exposed pipes, crossings and power lines.

Several concerns were also raised in relation to the planning process or the consequences of adopting an area plan. These included:

- Concern regarding the disconnect between a plan and its stated intent and its implementation and interpretation.
- Need for better communication between jurisdictions and departments so that the intent of the plan is carried forward.
- Need for carrying out a plan as was intended. There was expressed interest in establishing guidelines for plan amendments, both for creating a review process and who would consider the amendments. Some type of oversight body should follow plan implementation.
- Clear conveyance of the intent—there was expressed interest is assuring that the intent of a plan is clearly conveyed so that changes could be judged in accordance irrespective of time or changes to recommending and elected bodies.

Several specific issues were raised about the planning process in general. These included the need for *coordination between jurisdictions, reconsideration of the boundary of the current THC, need for rural protection, desire for broader community involvement by the Village, need for a comprehensive community area plan for the Village, and interest in providing some kind of land use transition between the rural patterns and the urban areas.*

The second workshop was intended to expand the discussion and move toward goal setting and prioritization. Although the participants did not formally prioritize goals for future planning for the community, there were clearly some recurring themes in that discussion. These are not necessarily listed in order of importance, but rather reflect the issues or goals that seemed to be the most widely accepted in that group.

- *The need to establish a clear Agua Fria community identity.* This was probably the most articulated goal from the two worksessions. There was also an expressed interest in accomplishing this goal through a community area planning process for the Village area.

- *The need to revisit and/or reaffirm the current THC boundaries*. In wake of the annexation discussions of the Southwest Area, there has been increasing pressure by property owners and residents within the greater Agua Fria community to re-verify that the current THC boundaries are representative of their community. There was also recognition of the immediacy to do so in light of the pending annexation process.

- *The desire for rural protection*. There was some consensus among the participants regarding the idea of rural protection and possibly a rural protection ordinance, however, there were differing opinions as to what type of protection was needed. There were some participants who felt that vacant lands should be protected as open space, some who felt that rural densities should be encourage/protected, and others who felt that culture and heritage should be protected[7]. In other words, there was a difference in how "rural" was defined and perceived. Some equated the idea of rural to density—some to land patterns. Despite the differing viewpoints, there was general agreement that Agua Fria needed some type of protection from encroaching urbanization. In conjunction, there was also need for some type of separation or compatibility standards where the Village and urban lands were to abut one another.

- *There were continued concerns over the effects of continued urbanization on the Village as a whole*. If some areas north of the river and along Agua Fria Road and Rufina Street were to develop at urban patterns and densities, how would they affect community identity and lifestyles? How can two competing patterns exist together without compromising either? How would further urbanization affect existing infrastructure including water and roads? How would urbanization affect their current quality of life?

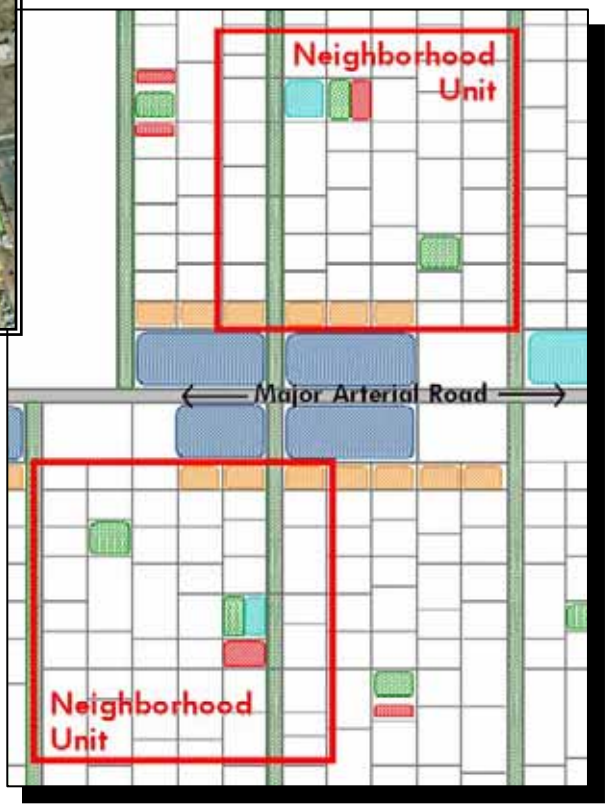
Although this master planning process was not intended to be a community area planning process for the Agua Fria community, the discussions that have taken place with the Village thus far have articulated the need and desire for their own community area plan. There seems to be general acceptance of this need as well. There is also consensus that the historical and cultural identity of the Agua Fria community needs to be defined as it is today, and there needs to be some guidance as to what it should be tomorrow. Once this is clearly understood, then there needs to be movement to preserving its integrity.

It is anticipated that the Agua Fria community will soon undertake discussions with the County as to when and how a community area plan shall be conducted, as well as the THC boundary issue. Although this master plan does not include a community area plan for the Village itself, it is believed that the dialogue that has begun in response to this

[7] This was particular to the ability to convey land through family transfer and the continual subdivision of lands through the family. This view was more closely linked to land patterns than density.

process will lead to furthering community identity and preservation and protection of the Village in the future.

Chapter 3
Framework for Future Neighborhood Development Patterns



Framework for Future Neighborhood Development Patterns

Chapter 3 is intended to "connect" the ideals, patterns and design concepts contained within the *SW Area Final Report* to the future development patterns of the master plan. The design guidelines of the *Final Report*, referred to originally as "the typology framework for future development", are presented in a broad and conceptual manner. In the master plan, these concepts are expanded and detailed as to intent and function. They are also now referred to as "neighborhood development patterns or models". These models are the essential building block for applying future development.

This chapter details these development models, including residential patterns for new neighborhood units and the Agua Fria patterns, corridor (commercial), transitional and rural protection areas. The descriptions provide further detail as to how these models might look, be applied and how they may function. This part of the master plan is also the most technical, therefore, it may be useful to cross-reference their actual applications within the neighborhood plans to fully understand their function and role for future development patterns.

Future Residential Development Areas

Existing Residential Development Patterns

Presently within the Southwest Planning Area, there are two predominant residential development patterns, the suburban-style and the traditional, long-lot patterns. The suburban-style subdivisions are characterized by their uniform lot sizes, curvilinear and/or cul-de-sac street configurations, restricted access and single-use residential profile. The traditional patterns are notably different. The lots tend to be much greater in depth proportionally than in width, they are positioned in a strong north/south orientation, they often contain a myriad of uses ranging from residential to agricultural to live-work, and in later forms, have further subdivided to take on an east/west pattern. The earlier patterns were derived in accordance with the need for access to water and location to roads. As families continued to expand, the lands were further subdivided longitudinally, forming the north/south, long-lot configurations. In later years, as there was lesser dependence on surface water from the rivers and acequias, the long lots then began to subdivide laterally, creating the east/west patterns. Both of these traditional patterns are referred to as the Agua Fria development models.

New Neighborhood Unit Areas

The new neighborhood unit areas [Exhibit 3.1.1] will introduce a third residential development pattern to the Southwest Planning Area. The new neighborhood unit, as described in the *Final Report*, represents a development guideline for new residential development.[1] The following provides an overview of these guidelines:

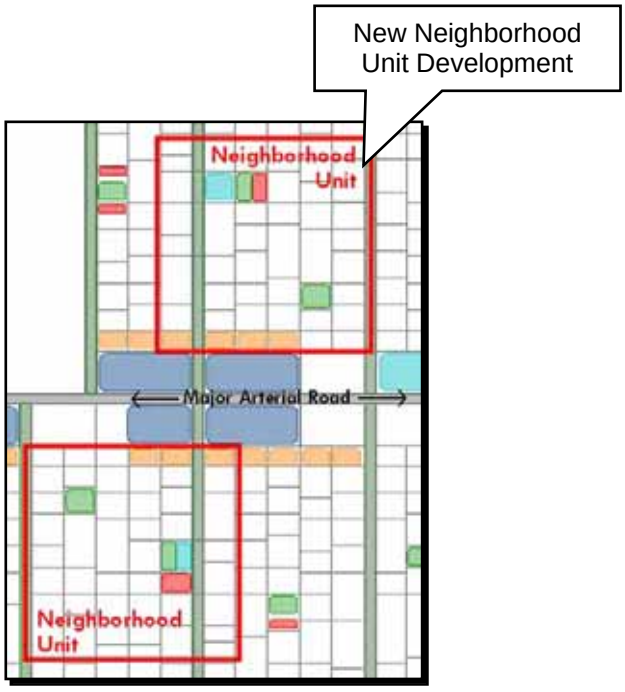


Exhibit 3.1.1. Schematic of a New Neighborhood Unit

The *new neighborhoods are intended to be walkable*—they should have a strong pedestrian orientation both in street design and connections. Formal sidewalks and/or informal walking paths should be integrated into any street design based on street width, location and desired setting.

The new neighborhoods should be connected within itself and to other future and existing neighborhoods. There should be a stronger north-south emphasis on connectivity (Exhibit 3.1.2). These are intended to create long vistas that will frame and define the neighborhood. They should incorporate

[1] As with all of the neighborhood pattern models, the intent is to translate these development guidelines into development standards and applied as zoning overlays within the designated new neighborhood pattern areas.

traffic calming measures to ensure pedestrian safety. East-west connections are intended to be narrower and laid out in a discontinuous, broken pattern in order to discourage cut-through traffic.

New neighborhoods should contain a neighborhood core or center. What constitutes that core or center would be largely dependent on the size of the new neighborhood.[2] These should include, at a minimum, some type of active public space, most notably a developed park or public plaza. Some type of institutional or civic use, such as a church, library, post office or school, is also strongly encouraged where appropriate. Additional parks and open space should be required based on some percentage of developable area.[3]

Exhibit 3.1.2. Concept Overlay of a New Neighborhood with Suggested Design Elements

New neighborhoods should contain a variety of lot sizes and building styles to promote economic diversity, affordability and an inclusive community. Lot sizes should range between 3,000 to 5,000 square feet[4] where larger lots would be considered in order to achieve desired densities. Blocks sizes should also vary in order to weave new development into the surrounding urban fabric. Building styles should also vary to promote affordability, allow for people of diverse incomes and encourage the continued practice of owner-built structures.

Finally, *new neighborhoods should be connected to adjacent commercial areas* (or within easy walking or driving distance (see Corridor Development Areas). They should also be joined to commercial through intermediate scaled buildings and

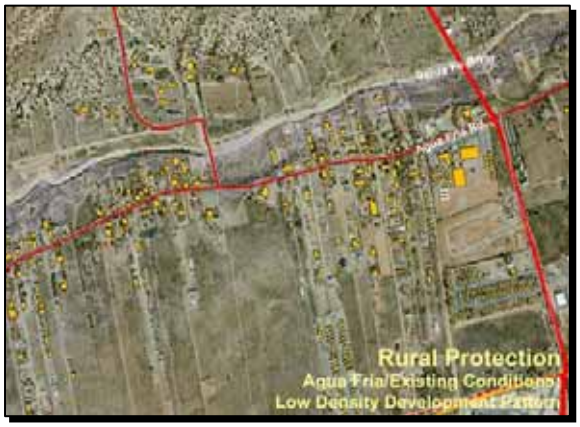
[2] There is a recognized sustainable population threshold necessary in order to ensure viability of certain uses, particularly neighborhood retail. This is why what constitutes a neighborhood is partly defined by the size and density of the neighborhood.
[3] The recently adopted City of Santa Fe Parks, Open Space Trails, and Recreation Master Plan suggests fifteen acres of dedicated parks per 1000 persons. There are also general breakdowns by park type within those fifteen acres.
[4] See Chapter 2, Section 3, Southcentral Neighborhood Plan Area for expressed exceptions.

transitional uses (see Transitional Development Areas) such as live/work units or other intermediary uses.

Agua Fria Development Models

As described previously, the Agua Fria Models are derivations of the same urban form. Both forms are common in the Southwest Plan Area as well as in other parts of Santa Fe. Many of these original forms remain intact today, and are the predominate feature in several of the neighborhood planning areas. These forms continue to reflect Santa Fe's rich cultural heritage. These original development patterns are what make Santa Fe truly unique and should be recognized as a resource that should be valued and preserved.[5]

The original form is the traditional, long-lot pattern commonly found along Santa Fe waterways and acequias. Over time, the practice of longitudinal lot division began to decrease (often when the lots became so narrow that they could no longer be split in length) and was gradually replaced by the lateral lot division. Lateral lot splits occurred either slowly through generations of family land transfer or at one time for the purpose of selling off the land[6]. Several of the single-road subdivisions within the Southwest Area are demonstrations of the latter practice. Both the north/south, longitudinal patterns and the east/west lateral patterns are common throughout the Southwest Planning Area. The primary difference between the two is that the original patterns retain much of their rural character and density, the later patterns favor greater urban densities.



Agua Fria Development Model

For areas where the patterns remain intact and where the practice of lot splits through family transfer continue, the Agua Fria development models should be encouraged and protected. Within the neighborhood plans, there was a direct acknowledgement of these existing patterns--they were often designated as Agua Fria Model Areas as recognition of the continuing patterns. Along the Santa Fe River, areas designated as rural protection areas (see following section on Rural Protection Areas) are intended to specifically encourage the continuation of these patterns in their original forms. The intent and clear purpose is to protect the integrity

[5] This is Principle 9 in the *Final Report*.

[6] Even though the subdivision of land may have occurred at once or in several stages, the development of the lots was often over a longer period of time. The lots were often seller-financed, whereby the houses were built by the owner as funds were available. Owner-built structures are common in the Southwest Area because of these land transfer practices. Most recently, manufactured housing has begun to replace the practice of owner-built structures within the area.

of the Agua Fria area and see that those forms are not overcome by increasing development pressure.[7]

[7] The one exception here is south of Rufina Street to Cerrillos Road. There has been a long-standing debate over appropriate development of the area. The primary difference for this area is that much of the lands south of Rufina Street are vacant lands. Extension of Rufina Street has also created a clear boundary transition between the Village and the Cerrillos Road corridor development. Treatment of this area is covered under the Cerrillos Road Corridor Plan Area.

Corridor Development Areas

New corridor developments (Exhibit 3.2.1) are intended to be community focused rather than regional[1]. They should at a community scale and character that would relate and integrate with existing and future neighborhoods. New commercial development should not be concentrated on a single large-scale area, but rather dispersed and interrupted to retain a neighborhood scale. Where commercial areas redevelop over time, every attempt should be made to conform to the new commercial development standards.

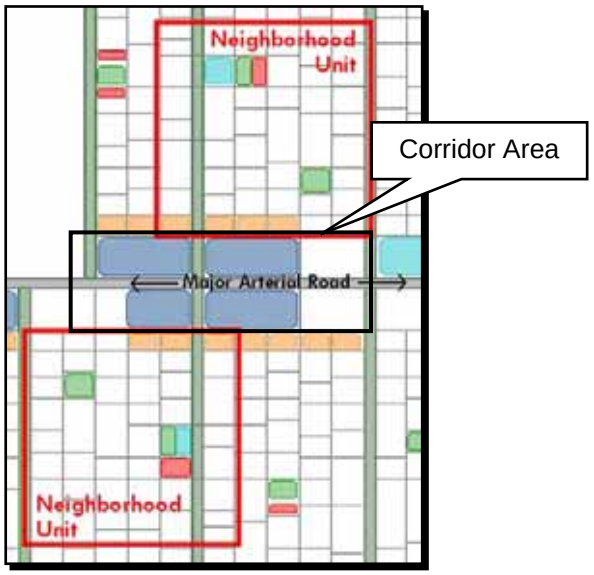


Exhibit 3.2.1. Schematic of a Corridor Development Area

Through the neighborhood planning process, potential future commercial areas were identified by comparing existing vacant lands, existing and future transportation systems, current uses and approved (but not built) commercial nodes. What became evident fairly early in the process was that there were perceptual differences at to what should constitute neighborhood-serving commercial within the different planning areas. Four distinct corridors also emerged from the process--the Cerrillos, Airport, Rodeo and Agua Fria Road Corridors.

The Cerrillos Road Corridor is clearly the most use intense commercial corridor. One of the three identified regional commercial nodes is contained within the corridor as well as smaller "strip" retail centers and community commercial services and retailing. The corridor includes a majority of Santa Fe's "big box" retail outlets.

Cerrillos Road Corridor

Airport Road Corridor

The vision for the Airport Road area as described within the *Final Report* proved consistent with the translation of scale and the types of desired uses identified within the

[1] Corridor development areas as described in the *Final Report* under "Chapter 6. A Policy Framework for Santa Fe".

neighborhood planning process. There was a strong consensus that commercial areas, including both retail and service related uses, were desirable, however, they should be limited to a neighborhood and pedestrian orientation. There was also consensus that Airport Road should not become a "canyon" of strip commercial, but rather commercial should be interspersed and located near major intersections or other areas that may be appropriate with adjacent existing uses. There was also agreement that future uses need to be expanded to include office, institutional and more service-oriented commercial.

Although Rodeo and Airport Roads are the east and west extension of the same arterial (changing at Cerrillos Road) they have taken on different characteristics. This is in part due to different surrounding development patterns over that have occurred over time. Another unique characteristic of the Rodeo Road Corridor is that the pattern and intensities are dramatically different along the north and south sides of the arterial east of Zafrano Drive. The north side is distinctly urban—the south is a collection of adaptive reuses (formerly residential) of small business or offices.

Rodeo Road

Agua Fria Road

Finally, Agua Fria Road represents the fourth (and primarily minor) corridor area. For purposes of this plan, the Agua Fria Road is not treated as a true corridor, however, it does possess commercial and residential integration, so it has been included here as a point of discussion. There is also one conventional commercial and two neighborhood centers identified on the south side of the road, therefore, the corridor designation is necessary in order to impose future design standards to those areas. The majority of Agua Fria Road is treated as it remains in its original organic forms, which are the preferred forms and patterns for the area. In conjunction, many of the land uses along Agua Fria Road, particularly on the north side, continue to be mixed-use or live/work.

Intensity, scale and depth within the four corridors can be classified as either community or neighborhood serving. The Cerrillos Road Corridor has historically developed with a community-orientation[2], because the retail and service-related uses generally serve the

[2] It should be noted that recent development trends have been challenging this long-held practice. As the single-structure "big box" retailing continues to replace the strip shopping centers, there is pressure to extend the established 600-foot corridor depth to, in some instances, up to 1300 feet. This is also includes increasing the retail square footage, in some cases, to nearly 200,000 square feet within a single development project. The type of scaling, massing and market service area resulting from this increase is no longer community-oriented but clearly regional. There is an increasing need within the General Plan as

entire Santa Fe area. The corridor depth also has historically developed within a 600 to 700-foot depth as demonstrated by the General Plan as well as the companion C2-General Commercial zoning. The General Plan has established a Cerrillos Road Redevelopment Corridor (shown as approximately 600 feet in depth) that calls for development of modern development standards for the corridor, including a reassessment of appropriate uses that would promote a mixing of uses to de-emphasize the standard strip retail profile. The exception to the actual corridor depth is at the *regional* commercial node—located on the *east side* of the Cerrillos and Rodeo Road intersections where the corridor shifts to a nodal radius averaging 2300 feet, extending to 3300 feet in depth. In general, regional commercial (including uses, scaling and massing) should be considered appropriate only within this node. This would include big box retail that is intended to serve the larger regional markets of northern New Mexico. Within the remaining corridor-designated areas, commercial should remain at a community scale and use intensity.

The second corridor classification refers to neighborhood-oriented commercial. This would include the Airport and Rodeo Roads and, to a lesser extent, Agua Fria Road. The corridor depths within these areas tend to vary because of random development patterns, but as a general rule, the following average depths can be used to describe each corridor; 1) Airport Road with an average of range of 200 to 350 feet, 2) Rodeo Road with an average range of 200 to 400 feet and 3) Agua Fria Road where the corridor depths are dictated by distance to the Santa Fe River. In contrast to the Cerrillos Road Corridor, these corridors are narrower, they are more randomly developed, and are greatly reduced in use intensity. The corridors should include uses that directly serve the neighborhoods to which they are connected. They should also be of a size and scale and orientation that relates to the neighborhoods—they should also be pedestrian friendly rather than automobile-oriented[3] (see Exhibit 3.2.2). In addition, the scale should be reduced to strengthen the neighborhood relationship.

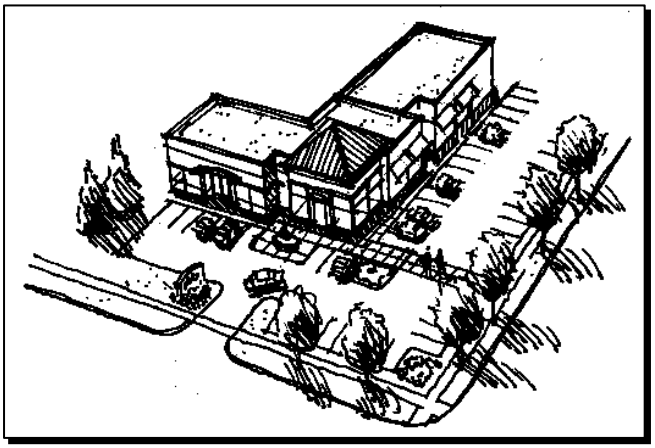


Exhibit 3.2.2. Example of a type of Neighborhood Center (Town of Parker, CO—Master Plan)

In all cases, transitional areas should companion any corridor designation in order to protect and relate commercial and residential areas. The composite future land use map

well as within the City's Land Development Code to make clear distinction between these types of development patterns.

[3] As an example of pedestrian-orientation, a "sit down" dining establishment would be preferred to drive-through fast food restaurants. As an example of scale, a neighborhood grocery would typically be less than 50,000 square feet. This also reaffirms some of the principles within the *Final Report*.

(Chapter 4, Section 1) incorporates transitional areas at nearly every corridor designation.[4]

Alternative design elements for corridor areas are illustrated on Exhibits 3.2.3 and 3.2.4.

Exhibits 3.2.3 and 3.2.4. Alternative design elements for corridor and transitional areas

As in both examples, the buildings are pulled forward to the street with the parking nested internally within each center. Alternative #1 illustrates shared internal parking between the corridor and transition areas, with complete building frontage along the arterial. Primary access is provided between the transitional uses and the residential areas.

Alternative #2 incorporates only a partial building frontage closure and allows the transition and the corridor areas to be separated by a local or sub-collector street. These are suggested design *guidelines*—they will have to be translated into design *standards* as zoning overlays in order to apply them as code. The appropriate alternative or combination of alternatives should also be also addressed for each corridor area as these guidelines are converted to standards.

[4] Transitional areas were applied where it was possible to do so. In several examples, however, commercial areas were already adjacent to residential areas. Where these areas exist, should redevelopment occur in the future, an attempt should be made to provide added buffering to the adjacent residential to minimize future impacts.

Transitional Development Areas

The transitional development areas (Exhibit 3.3.1.) are intended to link commercial areas located along major arterials to nearby neighborhoods through intermediate scale buildings[1], land use intensity and innovative design. One of the primary tasks of the neighborhood planning workshops was to identify where 1) new corridor and neighborhood unit development should occur and how those areas would be unified through transitional uses and 2) existing land use conditions would warrant added transitioning to provide adequate buffering to existing residential areas.

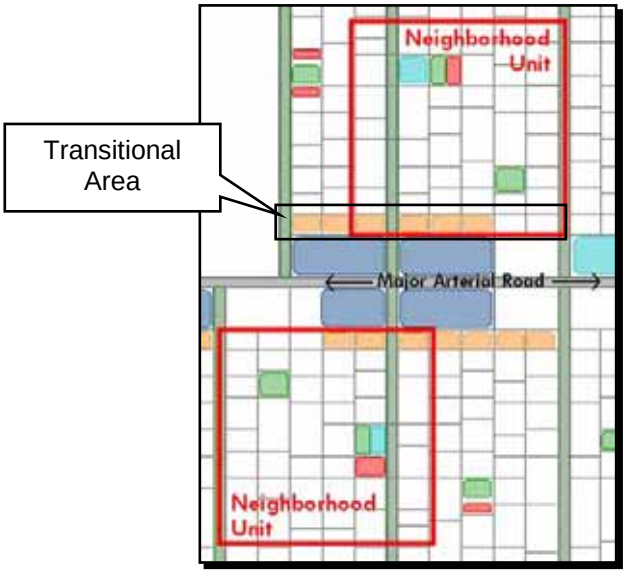


Exhibit 3.3.1. Schematic of a Transitional Development Area

The *Final Report* identifies live/work units as one type of appropriate transitional use. Most of the neighborhood groups expressed some concern that live/work units only might be too limiting. Therefore, each of the neighborhood planning groups was asked to develop a list of other possible uses that they would consider appropriate for transitional areas within their neighborhood. There was also some consideration for appropriate building height and scale within these transitional areas. Through the neighborhood planning process, two transitional applications have been developed—one for the Cerrillos Road Corridor and the other for the Airport/Rodeo Road Corridor that could also be expanded to include new development areas on the south side of Agua Fria Road.

The existing land use intensity and building scale vary significantly between Cerrillos and Airport Roads.[2] Within the planning boundary, the study area segment of Cerrillos Road is dominated by either regional retail malls or large scale, single-use retailers that tend to serve a larger regional market. Airport Road, in contrast, has

[1] Based on Principle 7 of the *Final Report*.
[2] As noted in Principle 6 of the Final Report, there is a strong desire to avoid a repetition of the large scale, single-use development pattern that prevails along Cerrillos Road.

developed at a scale more in keeping with neighborhood or community. In addition, much of the immediate arterial frontage along Cerrillos Road is already developed, however, there are a considerable number of tracts that remain undeveloped along the Airport Road corridor.

Because of the differences in these patterns, the neighborhood planning groups created two types of transitional areas –one for each of the corridors. First, the Cerrillos Road Corridor would require two "tiers" of transition[3] since the "step back" from intense regional retail to residential would be fairly dramatic. The intermediate transitioning would apply to both buildings scale and mass and well as land use intensity. As an example[4] of intermediate building scaling, the C-2, General Commercial Zoning District, which is the most widely applied zoning along Cerrillos Road, allows for a building height maximum of forty-five feet (45'). In contrast, a "hypothetical" new neighborhood unit area zoned as R1-R5 under the City's zoning regulations would allow for a maximum height not to exceed twenty-four feet (24'), requiring a twenty-one foot (21') step down in height reduction that would have to occur within the transitional areas. This could be accomplished by establishing a height limitation within the first transitional area of thirty-five feet (35') that would be further reduced to twenty-four feet in the transitional two area. Land use intensity reduction is based on similar theory. A comparable example might include the following scenario; within the corridor area (assuming C2 zoning) there might be grocery and office supply anchors with smaller ancillary retail/service establishments. Within transition area one, there might be a post office or other public facilities and a medical clinic. Transition two might then contain professional /medical offices in combination with live/work units.

Since land use intensities within the Airport Road corridor are sigficantly lower than in the Cerrillos Road corridor, only one transitional area would be required. In developing a list of appropriate uses for the corridor areas, the uses that were suggested for transition area two within the Cerrillos Road corridor closely mirrored the uses that were deemed appropriate for the Airport Road corridor. In addition, any land uses included in the transition two area could be applied within transition area one.

Based on input from the neighborhood planning units, the following land uses have either been suggested or considered appropriate for each of the transition types. These uses are proposed recommendations that should be taken into consideration when zoning districts are applied or are created. These lists are not intended to be all inclusive—the application of zoning, whether it be under the City of Santa Fe's Chapter 14, the Extraterritorial Zoning Ordinance or the Santa Fe County Land Development Code, will ultimately define what uses are permitted or prohibited in each case.

<u>Transition Area One:</u>

[3] For further details on the Transition #1 and #2 development areas, see the Cerrillos Road Corridor Plan Area section.
[4] For illustration purposes only. The development standards applied through zoning will dictate building height, setbacks, etc.…

- Live/work units
- Medical offices
- Apothecary or drug stores[5]
- Professional or other business-related offices
- Public facilities such as post offices, public safety stations, libraries and schools/educational centers
- Institutional uses such as medical clinics, nursing homes, museums, churches, private secondary schools, training centers
- High and medium density residential[6] and assisted living centers (not to exceed two stories where abutting existing or proposed residential)
- *Smaller local-serving retail or service establishments* such as local office suppliers, dry cleaning, coffee shops, copy centers, neighborhood bookstores
- "Sit-down" eating establishments or restaurants
- Small animal veterinary centers or pet supply centers (no outdoor boarding where adjacent to existing or proposed residential)
- Day care facilities
- Plazas and public amenities, open space, parkland
- Plant nurseries (where building scale and footprint are compatible to adjacent transitional uses)
- Banking and ATM facilities (limited number of drive-through bays)
- Arts and crafts galleries, studios, or shops (of appropriate neighborhood scale)
- Beauty and/or barber shops
- Public utility substations
- Limited service motels/hotels that are not directly adjacent to existing or proposed residential areas

<u>Transition Area Two, Airport Road Transitional Areas, Mixed-use Development:</u>

- Live/work units
- Medical and professional offices (office building height should be compatible to neighboring residential)
- Professional or other business-related offices
- Public facilities such as post offices, public safety stations, libraries and schools/educational centers (that do not take primary access through residential areas)
- Institutional uses such as *small* medical clinics, nursing homes, museums, churches, private elementary schools
- Medium density residential[7] and assisted living centers that are compatible in scale to adjacent residential
- "Sit-down" eating establishments or restaurants

[5] Since these uses are intended as more neighborhood-oriented services, it was recommended that drugs stores and other retail establishments not be permitted to include package liquor sales as part of the primary or ancillary use.

[6] High and medium density residential should be considered on a case-by-case basis since there are site specific compatibility issues that may need to be addressed. This would apply within either the transition one or two areas.

[7] See footnote #6. High density residential may be also appropriate *within the Cerrillos Road Corridor* where there is additional buffering (such as natural environmental features, parks or open space) to adjacent lower density residential.

- Day care facilities
- Plazas and public amenities, open space, parkland
- Arts and crafts galleries or studios
- Beauty and/or barber shops
- Bed and breakfast inns

In order to accommodate transitional land use patterns within the City General Plan, it will be necessary to create a new future land use classification[8]. It is recommended that this new designation be combined with the proposed mixed-use future land use designation since they share common patterns, uses and purpose. They both are intended to create a self-contained, interactive place that encourages internal and external connections, land use relationships and walkability. In the case of mixed-use, the combination of residential/non-residential uses would occur within the same project site. In contrast, the transitional area may be limited to a single-use project, but when combined with the adjacent commercial and residential, would function as a multi-use project.

Although it is not defined as a neighborhood pattern designation, the application of a mixed-use future land use designation is being applied exten-

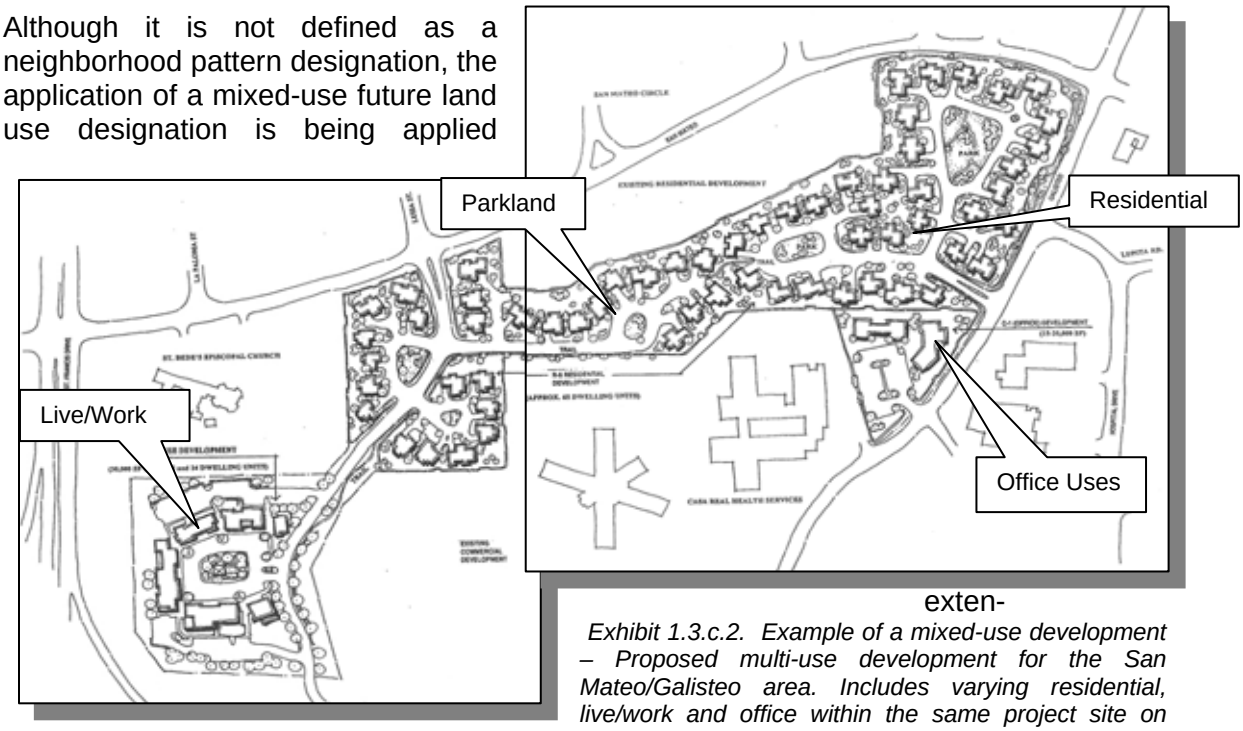


Exhibit 1.3.c.2. Example of a mixed-use development – Proposed multi-use development for the San Mateo/Galisteo area. Includes varying residential, live/work and office within the same project site on approximately 27 acres (courtesy of Santa Fe Planning Group)

sively throughout the Southwest Planning Area to accommodate and reflect the current land use patterns. There are many applications of live-work scenarios that exist throughout the study area, therefore, a mixed-use land use category is essential to the master planning process. Mixed-use, as applied within the Southwest Area, is meant to

[8] The City Council adopted the new future land use classification referred to as "Mixed-use/Transitional" by Resolution 2001-82 (November, 2001).

encompass both the traditional land use practices[9] as well as provide a mechanism for future mixed-use development (see Exhibit 1.3.c.2.- Example of a type of Mixed-Use Development). With respect to appropriate uses, mixed-use development should always include both residential and nonresidential uses, live/work serving as the prime example of a mixed-use scenario. There is a strong desire within nearly all of the neighborhood planning areas to provide for future mixed-use areas that would allow for eclectic, innovative projects, particularly live/work opportunities and art studios/galleries. The uses that are listed within the transitional two area would be considered appropriate with the addition of smaller retail and service-related establishments that are intended to serve the residential uses as well as live-work units. Live/work with light manufacturing may be also considered where additional buffering and setbacks have been provided to the adjacent residential areas and where specific performance standard measures have been satisfied.

[9] Traditional live-work scenarios often include residential in combination with light industrial/manufacturing, agricultural or home business type uses. The master planning process attempts to recognize the value of these traditional practices that are common in the Southwest Planning Area and, through mixed-use, creates a future land use classification to accommodate the traditional land use patterns.

Rural Protection Areas

The purpose of developing and applying rural protection areas is to protect and preserve some unique natural, environmental, cultural or historical feature or "place". The application of rural protection areas was also expanded to include those lands that possess some rural or agricultural quality that may be compromised or endangered by encroaching future urbanization.

The *Final Report*[1] includes, as a policy framework for future development, the following guidelines for determining appropriate rural protection areas:

Protection of low-density residential areas as it remains a priority for residents of the Southwest Area. This would include areas that have strong agricultural identities and/or rural lifestyles.

Protection areas should be applied to both large undeveloped lands north of the Santa Fe River as well as smaller areas that can be integrated into or are within neighborhoods. Identification of potential rural protection areas was part of the neighborhood planning process. The outcome of that process identified much of the lands north of the river as suitable for protection, in addition to at least one rural neighborhood south of the river.

Areas set aside should have some defining element based on established criteria of physical conditions, connectivity, wildlife habitat, recreation and future opportunity for acquisition and management.

The typical development pattern of the Agua Fria Village should be used as a model for new development in those protection areas. This would apply to those protection areas north of the river particularly, where there has been overwhelming consensus that the Agua Fria patterns should be protected, preserved and promoted on the north side of the river. Development of a rural protection ordinance[2] could be used to promote continuation of the original forms. These could be applied as zoning overlays within the rural protection areas.

Planning tools and techniques should be developed that will protect the interest of the property owners while protecting the land. Such tools as transfer of development rights, dedicated public access as part of the development process, acquisition of public rights-of-way or conservation easements, fee simple acquisitions (such as COLTPAC), density bonuses, and other such mechanisms would need to be defined and incorporated into the code as part of this process.

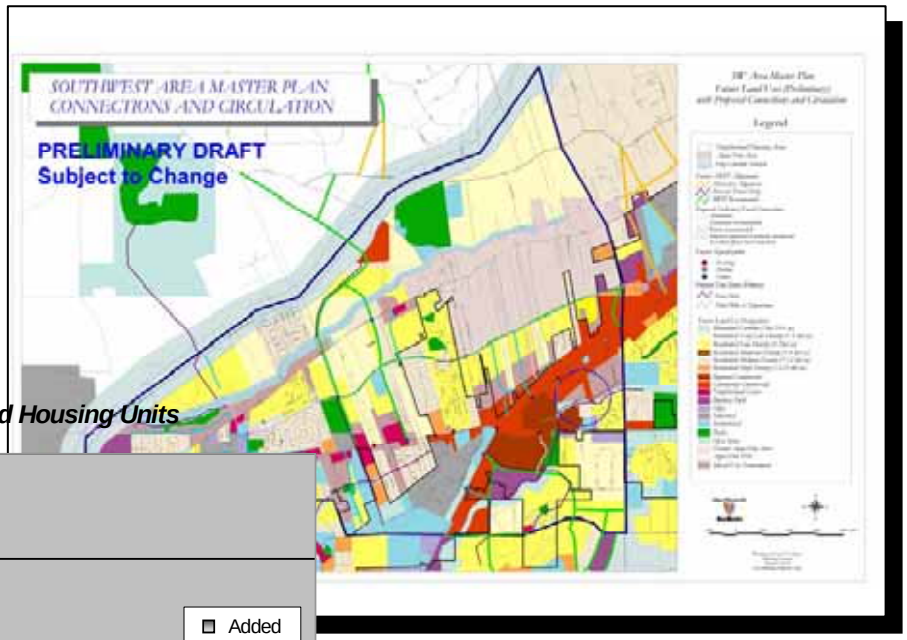
[1] As described on page 32 of the *Final Report*.
[2] This is described further in Chapter 2, Sections 6 and 7 of the Master Plan.

The Santa Fe River should be preserved and protected and made accessible to the greater public through the creation of easements. This will primarily be achieved through the creation of a River Protection Zone (see Chapter 2, Section 6, River Corridor Plan Area).

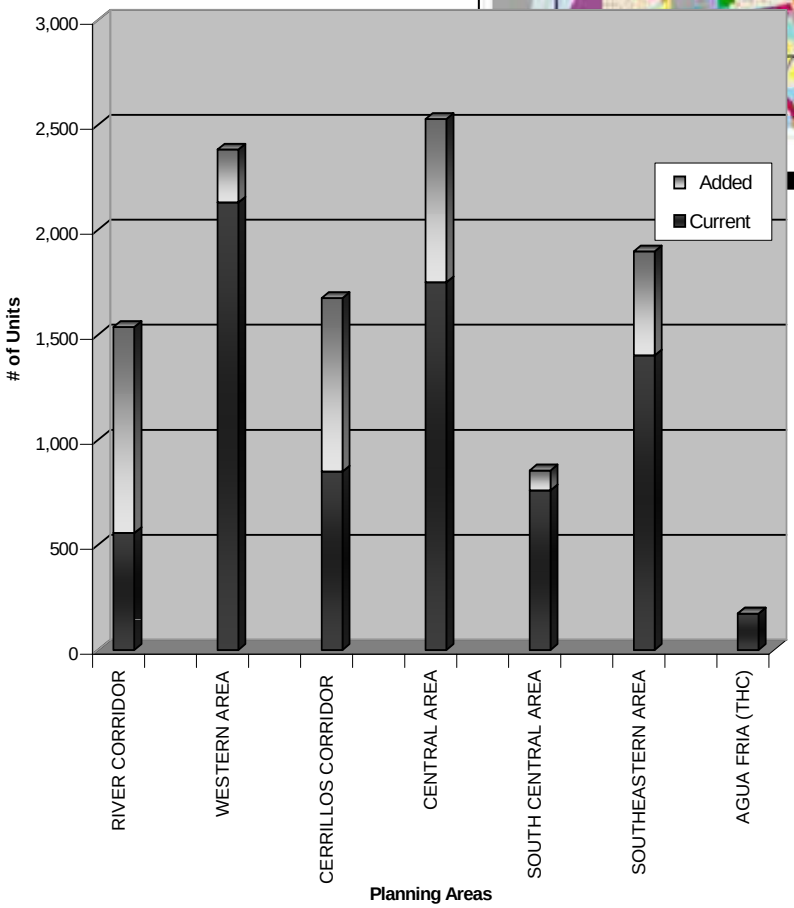
Implementation of these protection areas will have to be further detailed as code language is developed. Changes to the code[3] will need to take into account all of the aforementioned rural protection area elements. What is essential is that it allow for rural density patterns and land uses to continue, while providing protection and access to natural features.

[3] Here "code" is generic and would include both the EZO, County and the City's Land Development Code depending on the applicable jurisdiction.

Chapter 4
The Master Plans:
Future Land Uses, Connection and Circulation Patterns and Demographics



Current and Projected Housing Units



Southwest Area Master Plans

The master plans generally represent a compilation of the individual neighborhood plans. These include the comprehensive future land use plan, the demographic and resource analysis section and a circulation and connections plan. The future land use plan is an assembly of the neighborhood plans into one composite, while the demographic section is a re-analysis of future population based on the proposed future land uses and then provides a comparison to the original projections contained in the *SW Area Existing Conditions Report*.

The circulation and connections plan combines the approved arterials contained within the ARTF *Future Roads Network Map* with suggested connections between neighborhoods as well as a collector-level (or less) future roads plan. These connections are not intended to reflect actual alignments or measure future capacity, but rather demonstrate appropriate circulation-type patterns based on future development. The plan also does not alter the approved ARTF plan.

Future Land Use Plan

The future land use plan (Exhibit 4.1) is a composite of each of the future land use maps derived as part of the neighborhood workshops. The future land use designations represented are in keeping with the conventional standards established by the City's General Plan, however, the purpose and intent behind those "colors" relies on the neighborhood plans themselves. The City's General Plan provides a broad pallet of land use descriptions, but is not intended to provide a higher level of detail of pattern and form. The community area plan process is intended to serve that purpose. Again, the conveyance of land pattern and urban form are demonstrated in the neighborhood plans.

With regard to the future land use plan, there are several key elements that are unique to the Southwest Area, or are a result of the process. These would include:

- *Designation of areas for mixed use or for transition*. Because much of the Southwest Area has developed based on traditional or rural lifestyles and patterns, many of the uses are holdovers from those patterns or evolutions thereof. The primary example is live/work and home-business uses. These uses prevail throughout the planning area and a new land use category had to be created that would take into account these practices. The concept of mixed use as a future land use application is also a preferred form for the area. It is consistent with many of the goals and desired patterns of many of the neighborhoods.

- *Rural protection areas or semi-rural land patterns*. The General Plan represents desired future land uses as contained within a defined urban area boundary. Uses are considered to be at urban densities or intensities within that boundary. The notable exception is the "Mountain/Corridor" category that allows for 1 dwelling unit per every 10 acres based primarily on terrain constraints. The City General Plan currently does not provide a land use category that specifically recognizes residential densities that fall between the 1-du/10 acres and 1-du/1acre. Many of the developed areas currently within the extraterritorial zone had developed at 1-du/2.5 acres, as the EZ would require.

  In order to address this particular issue, areas where the densities fall below the 1 du/ac have been recognized as either the Agua Fria development model or as rural protection area designations, but are shown on the future land use plan as "Very Low Density Residential". In addition, the Agua Fria THC and the adjacent traditional area north of the river retains its is classification under the General Plan as the Greater Agua Fria Area.

- *Future land uses as a translation of the existing uses*. The designations on the General Plan Future Land Use Map are intended to respect the underlying zoning. The basic premise is that zoning be consistent with the General Plan. In the case of the SW Area future land use plan, a good portion of the area has not been subject to comprehensive zoning[1] so the land uses could not solely be based on that. Instead, the future land uses are mostly a translation of the way the land is being used. This

[1] Land uses has been regulated under the Extraterritorial Zoning Ordinance (EZO) since the late 1980's, but those land use controls are not considered conventional Euclidean zoning.

explains why the future land use patterns are more discontinuous and random—it merely reflects the land patterns as they exist. Vacant lands, however, are an expression of the desired future patterns that could ultimately be used to strengthen neighborhood identity while balancing future growth.

- *Incorporation of the Santa Fe Metro Area Highway Corridor Plan*. Although the original Highway Corridor Plan was adopted in 2001 and a subsequent unified plan was considered and recommended by the Regional Planning Authority in December of 2001, the City's General Plan was not been directly modified to incorporate key elements of that plan. The future land use plan incorporates both the critical setback requirements of the Highway Corridor Plan as well as those uses recommended within the unified plan.

- *Coordination with other overlapping planning boundaries*. The Santa Fe County Airport Development District planning process is occurring simultaneous to the Southwest Area Master Planning process. For that area that falls within both planning boundaries (generally, the larger intersection of Airport Road and NM 599 north to the Santa Fe River), City and County staff have made valid attempts to respect the recommendations by each planning group and coordinate the results. The desire to keep the processes consistent continues to be an ongoing goal.

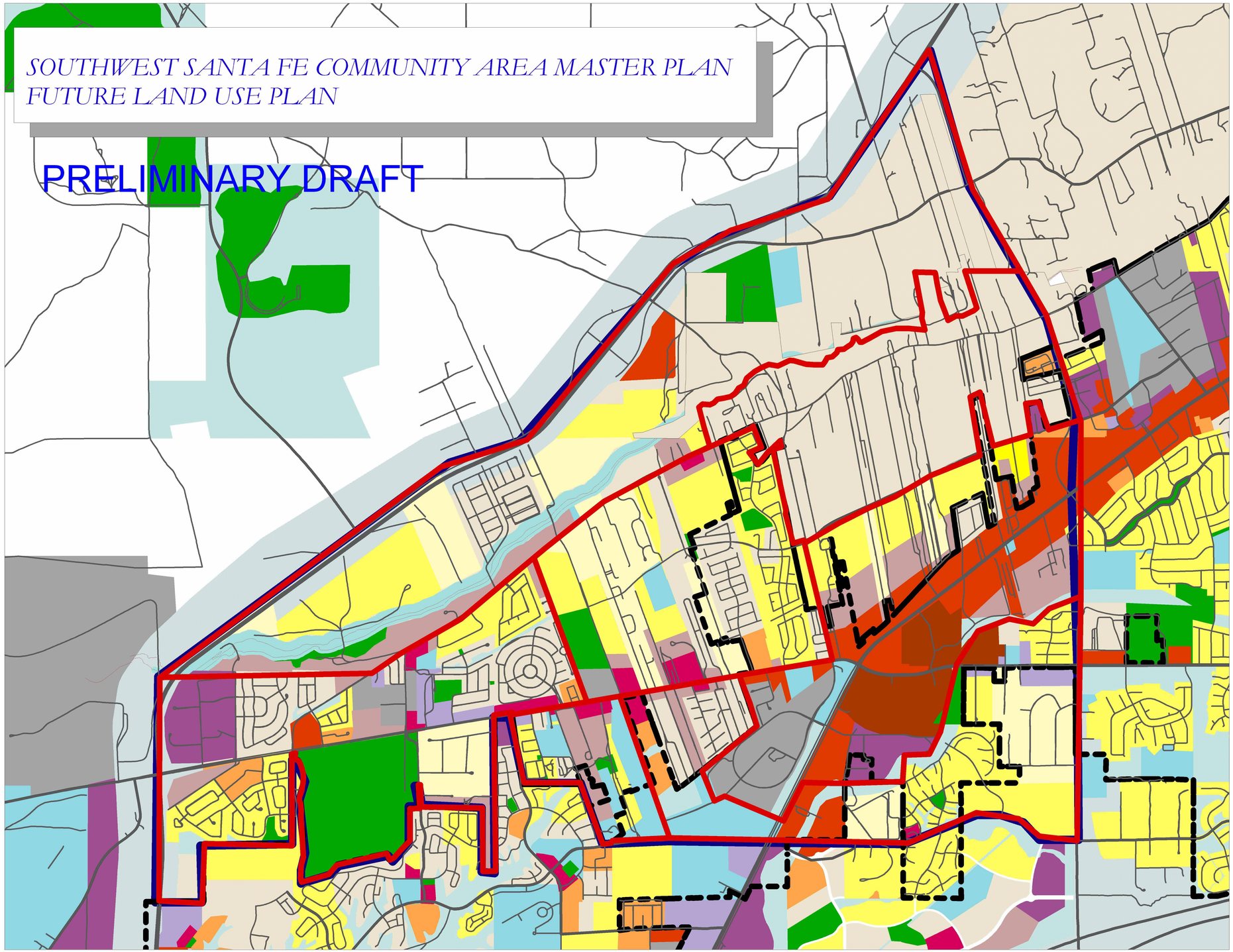
One of the most frequently asked questions during the public participation process is how the future land use plan will effect or be tied to future zoning. The answer that is most often given is that the plan becomes the template that will guide and direct future zoning. The goal is for zoning to be done in consistence with the plan.

How this is to be accomplished will be dependent on the applicable jurisdiction, thus annexation plays a role in how land gets zoned. Irrespective of the jurisdiction, implementation should be seamless. If the City annexes lands within the area, the City will either initiate rezoning[2] of those lands in accordance with the adopted plan or will allow a property owner to initiate rezoning of his land at his/her discretion. For those lands that remain within the EZO, there would need to be revisions made to that code that better reflect these new land use systems. In either case, new or revised zoning districts will need to be created to fully implement the plan. This also includes the development of design standards that would be applied as zoning overlays to those areas shown as future neighborhood pattern models within the neighborhood plans.

[2] Newly-annexed territory would come into the City as R1 zoning.

SOUTHWEST SANTA FE COMMUNITY AREA MASTER PLAN
FUTURE LAND USE PLAN

PRELIMINARY DRAFT



SW Santa Fe Community Area Master Plan
Future Land Uses (Preliminary Draft)

Legend

Neighborhood Plan Units

Future Land Use Designations

- *Mountain/Corridor (1du/10+ ac)*
- *Residential Very Low Density (1-3 du/ac)*
- *Residential Low Density (3-7du/ac)*
- *Residential Moderate Density (7-9 du/ac)*
- *Residential Medium Density (7-12 du/ac)*
- *Residential High Density (12-29 du/ac)*
- *Regional Commercial*
- *Community Commercial*
- *Neighborhood Center*
- *Business Park*
- *Office*
- *Industrial*
- *Institutional*
- *Parks*
- *Open Space*
- *Greater Agua Fria Area*
- *Agua Fria THC*
- *Mixed-Use/Transitional*

Exhibit 4.1

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City of Santa Fe
New Mexico

1000 0 1000 2000 3000 Feet

Planning and Land Use Dept.
Planning Division
Plotted 4.18.01
For Planning Purposes Only

Demographics and Resource Allocation

The Southwest Planning Area Existing Conditions Report (July 2000)

City and County staff completed the Southwest Planning Area Existing Conditions Report in July of 2000 which included detailed estimates of the existing total number of dwelling units in the area, the current population and the projected growth to 2020. These estimates were done prior to the release of the 2000 census data, therefore, were based on 1990 census data projections.

Original figures indicated a housing inventory make-up as shown in Table 4.2.1 (by the original subareas). There were a total number of 6,500 estimated housing units for the SW Area, whereby manufactured housing/mobile homes comprised over half those units. Based on these housing units estimates (using a 2.42 persons per household multiplier with a .92 occupancy rate), the original population estimate for the year 2000 was approximately 14,500 persons.

Table 4.2.1 – Housing Inventory 2000 by Subarea (from the *Existing Conditions Report*)

	Mobile Homes	**Apartments**	**Duplexes/ Townhomes**	**S-F Detached**	**TOTAL UNITS**
Cerrillos/Airport/ Rodeo (1)	1,270	702	179	679	2,830
Agua Fria (2)	575	48	62	495	1,180
Airport Corridor (3)	1,586	364	155	375	2,480
TOTAL UNITS	**3,431**	**1,114**	**396**	**1,549**	**6,490**
% by housing type	*53%*	*17%*	*6%*	*24%*	*100%*

Population projections for the year 2020 were also based on these original figures, as well as population projections done for the 1999 City General Plan. It was estimated that by the year 2020, the area would add approximately 1,915 dwelling units (30% increase), with a corresponding increase in population of nearly 4,700 persons, bringing the total estimated population to nearly 19,200 persons. Other than those areas in the General Plan that have future land uses designated, the projections were not based on projected uses, but on population trends.

Updated Demographics and Projected Development Buildout

With the release of the 2000 census data and with the completion of the proposed future land uses, city staff has revised the existing and projected housing unit and population estimates for the area by neighborhood planning area. Table 4.2.2. illustrates the revised existing housing unit and population estimates for the area. The revised numbers generally reflect an approximate 15% increase to the original figures. This is based on the larger percentage growth that actually occurred over the last ten years within that sector of the community.

Planning Area	*Total Population*	*Total Housing Units*
River Corridor	1,673	577
Western Area	6,002	2,131
Cerrillos Rd. Corridor	2,358	850
Central Area	4,940	1,751
Agua Fria THC	2,051	760
Southeastern Area	3,867	1,403
Southcentral Area	522	173
Total Area	***21,413***	***7,645***
Unincorporated Area	***13,938***	***4,799***

Table 4.2.3. Revised Housing Unit and Population Estimates for the SW Area

Planning staff then also recalculated the projected number of housing units based on proposed residential land uses within vacant lands. Included was also the projection of added commercial square footage based on the land use intensities and the corresponding water demands that would be generated as a result of both. The results are illustrated in Table 4.2.4. and they represent total future buildout (rather than year 2020). The revised land use projections represents an additional 1,400 housing units from the original 2020 projections.

*Planning Area**	*Added # of Housing Units*	*Added Commercial Square Feet*	*Added Water Demand*
River Corridor	981	399,300	232.2
Western Area	252	364,700	83.3
Cerrillos Rd. Corridor	826	1,123,300	233.5
Central Area	777	200,000	228.5
Agua Fria THC	-	-	-
Southeastern Area	495	95,400	110.5
Southcentral Area	95	103,900	32.3
Totals	***3,426***	***2,286,600***	***920.3***

Table 4.2.4. Preliminary Land Use Plan Buildout Scenario

*Land Use/Development Assumptions:
1. RVLO develops at 2.5 units per acre, except River Corridor where RVLO/Agua Fria Area develops at 1 unit per 2.5 acres due to rural protection designations.
2. RLOW develops at 4.5 units per acre.
3. RMED develops at 9.0 units per acre.
4. RHIG develops at 20.0 units per acre.
5. CCOM, CBUS, CREG, COFF, CNEI, TMXU develop at .15 F.A.R., except Cerrillos Corridor where it is .20.
6. TMXU develops with RMED housing on half of the acres, and commercial development on the other half.

Water Demand Assumptions:
7. RVLO will use .25 afy per unit.
8. RLOW & RMED will use .20 afy per unit.
9 RHIG will use .21 afy per unit.
10. CCOM, CBUS, CREG, COFF & TMXU will use 0.6 afy per 10,000 sq. ft.
11. CNEI will use 1.5 afy per 10,000 sq. ft.
12. PARK will use 1.8 afy per acre.
13. POSP will not use any water.
14. INST will use 0.6 afy per 10,000 sq. ft. in office locations and 0.8 afy per 100 elementary students in Central Area

It should be noted that the projection “horizons” between the two future housing unit estimates differ. The original 1,900 housing unit projection was based on a 2020

planning horizon while the 3,400 housing unit projection is at area buildout. A straight-line growth projection rate would infer buildout to occur within 34 years. It may be assumed, however, that the rate of growth to buildout may begin to decrease—that the relatively high rate of growth that has occurred over the last ten years for the area is not likely to be sustained for several reasons. These include:

- *Increasing competition in housing supply within that sector of town*. Master planned communities such as Tierra Contenta, Rancho Viejo and, potentially, Los Soleras have and are providing an increasing amount of housing supply to that market area. What will have the greatest affect on development for the area will be the competition in supply for affordable units.
- *Less opportunity for the very large mobile home parks*. Many of the mobile home parks (MHP's) in that area came on line in a relatively short period of time. The current use of the special exception zoning that would allow for MHP construction has been reasonably exhausted. Mobile home areas may most likely develop as subdivisions in the future, which tend to buildout at a relatively slower rate and produce slightly lower densities overall.
- *Southwest Area as infill*. As the area moves toward buildout (currently between 38-41% vacant lands), remaining undeveloped tracts typically are smaller in size and can be more challenging to develop[1]. This may contribute to the slowing rate at which development is likely to occur.
- *Changes in future water policy or water availability*. If certain changes in water policy are implemented, they may potentially spread growth out over a longer period of time. In addition, the supply or availability of water will ultimately affect the rate of growth. The rate of growth will ultimately depend on future water policy and availability. The proposed land uses may influence the future landscape, however, water policy will direct when development will actually occur.

Based on these assumptions, it may be assumed that the rate of growth over the last ten years will begin to decrease, and that buildout may occur possibly between 35 to 40 years.

With regard to future City water commitments, there are currently 6,181 housing units (out of the 7,625 units), or 81%, currently connected to the City water system. In contrast, 1,444 housing units are not regular customers of the city water system, including the Agua Fria THC of 760 units. The Agua Fria Community Water System (serving approximately 200 homes) is, however, connected to the City system and is able to receive water as a pass through. If the City were to annex the unincorporated areas excluding the Agua Fria THC, only 684 units out of the 4,039 units (17%) that would be subject to annexation are not currently city water utility customers.

[1] There are several factors that may contribute to this. They can include increasing traffic issues, neighborhood impact concerns, increase in land value as the area develops, remaining undeveloped tracts of land may be more constrained, etc…

Connections and Circulation Plan

Relationship to the Arterial Road Task Force (ARTF) Future Roads Network Plan

The Southwest Area Master Plan does not alter the adopted ARTF Future Roads Plan. That planning process represented an extensive public participation process at many levels and took place over several years. Since this master plan addresses primarily land use and design, it was decided early in the process that any attempt to modify the ARTF plan would be inappropriate.

Staff has been directed, however, by the City Council to explore and make recommendations on connections and circulation patterns based on the proposed land uses and urban forms. In addition, the *Final Report* provides some basic road patterns and guidelines for future development. Principle 2 of the *Final Report* also states that neighborhoods should be connected within and among themselves. *Based on these criteria, the city planning, development review and transportation/traffic teams have collectively produced a suggested plan for local street, sub-collector, and collector level roads based on the future land patterns (Exhibit 4.2).* This plan would be supplemental to the road network standards contained within the design guidelines for future development. As the connections and circulation plan illustrates, the proposed systems are intended to work in consort with the adopted ARTF plan[1].

Methodology for Plan Development

In development of these road systems, many of the basic assumptions, and limitations, that emerged from the ARTF Plan were carried over[2]. Comments regarding future connections from the neighborhood workshops were also respected. In essence, the approach that staff took in developing the plan was to assemble those individual roads or connections that had been approved or recommended through the development process as well as look at minor neighborhood connections that could be facilitated by future development.

What staff also considered was avoiding patterns that would facilitate future "cut-through" traffic. There was also a concerted effort to avoid additional connections to Agua Fria Road, but where those connections were necessary, try and disperse traffic to existing secondary or minor arterials or collectors[3]. No additional future roads were indicated through or within the Agua Fria THC proper, nor were there any additional river crossings included. Many of the suggested collectors or local streets shown connect to the expanded road network as shown in the ARTF plan.

[1] The original growth projections that were used during the ARTF Future Roads project were fairly similar to the projected growth resulting from this process. It is therefore assumed that the ARTF assumptions remain valid.
[2] This includes such issues as a discontinuity of Caja del Rio at the river, no further connections to Powerline Drive and a continued lack of connectivity along Richards Ave.
[3] Alternative connections such as Rufina St., San Felipe and Constellation Drives.

Staff has also provided alternative connections that may prove more appropriate, depending on how and when development actually occurs. The circulation patterns are intended to demonstrate conceptually where future roads would most likely be needed as a result of future development. It does not indicate or portray the actual physical alignments or traffic loads or capacities. That level of detail would have to be determined at the time of development. *As stated in several of the neighborhood plans, the level of development intensity would be directly proportional to the connections proposed, the road capacity of the existing networks or some combination thereof.* This would have to be demonstrated as each development project is considered. That would include the appropriate road system (i.e., collector versus sub-collector) as well as actual alignments, however, no roads with capacities greater than a collector level should be considered if it is not called for in the ARTF plan. Future traffic signalization is also included as a matter of reference.

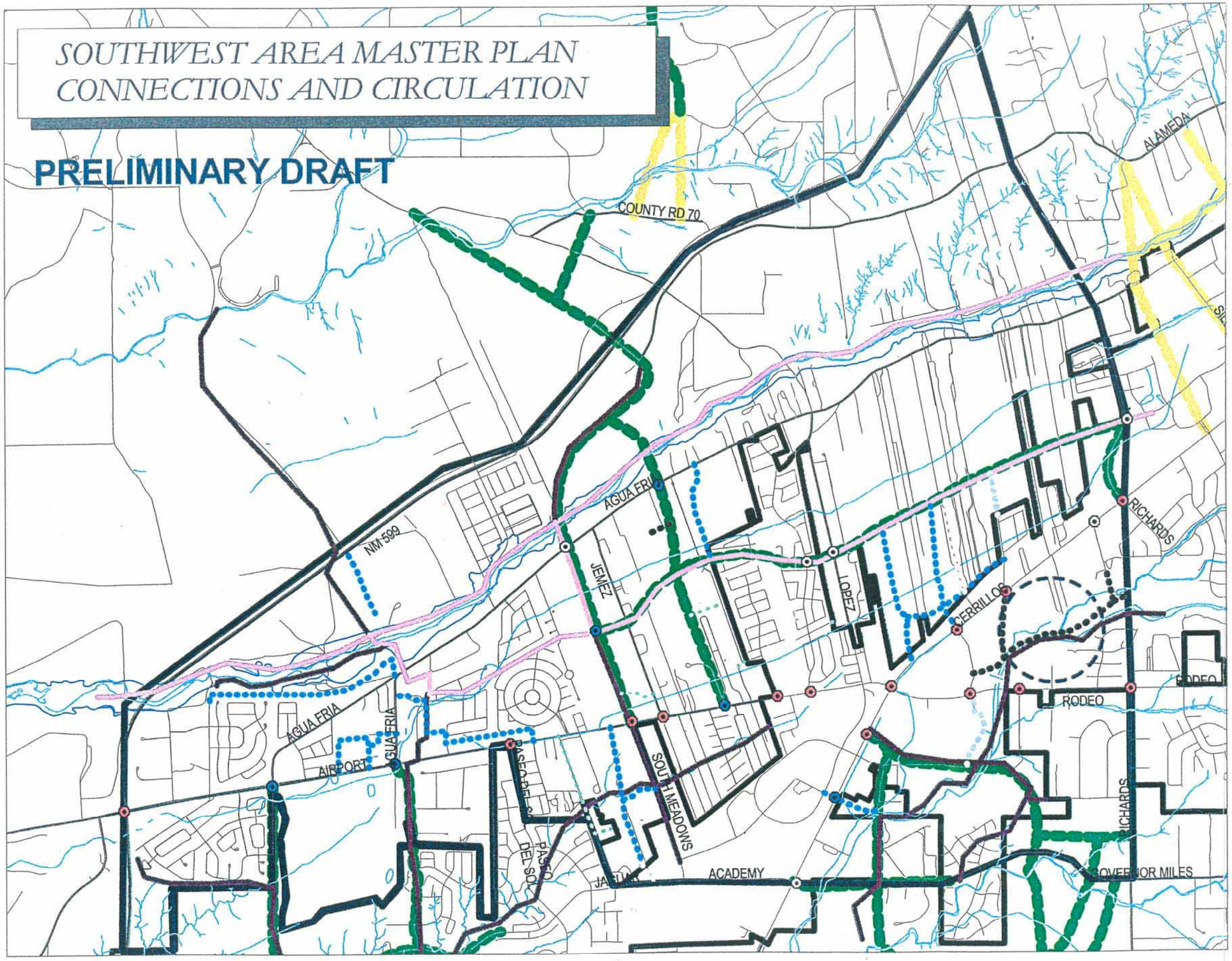
Finally, the connection and circulation plan indicates where the major urban trail spines should be located in order to create a viable pedestrian and equestrian network. This would include the River Trail[4], the Arroyo de los Chamisos Trail, a trail along Rufina Street that would continue through the drainage easements located between Country Club MHP and Fairway Village and tie into the River Trail near San Felipe Road. An added future pedestrian trail has been included that would tie the Tierra Contenta trail system to those neighborhoods and schools south of Airport Road. A secondary "loop" trail is also indicated along the proposed South Meadows arterial that will provide the critical north/south connection between the River and Rufina trails.

Other than those public or private efforts that are currently underway to acquire trail easements and/or build trails, future trails and minor trail connections (and their easements) should be required as part of the development process. This will encourage the smaller, but essential, neighborhood connections.

[4] The main trunk of the River Trail would be located within the 200 foot public access easement on the north side of the River, with a secondary trail located through the State Land Office on the south side of the river. This will allow the trail to continue past the NM599 bridge on either the north or south bank. Further river trail access is being determined as part of the Airport Road Development District Plan.

SOUTHWEST AREA MASTER PLAN
CONNECTIONS AND CIRCULATION

PRELIMINARY DRAFT



SW Area Master Plan
Proposed Connections and Circulation
(Preliminary Draft)

Legend

Future ARTF Alignments
- *Alternative Alignments*
- *Areas for Future Study*
- *ARTF Recommended*

Proposed Collectors/Local Connections
- *Alternative road*
- *Expansion of existing road (recommended)*
- *Future road (recommended)*
- *Proposed (approved or partially constructed)*
- *Secondary (future local connection)*

Future Signalization
- *Existing*
- *Pending*
- *Future*

Proposed Trail Spines (Primary)
- *Hike/Bike*
- *Hike/Bike & Equestrian*

Exhibit 4.2

N W E S

City of Santa Fe
New Mexico

1000 0 1000 Feet

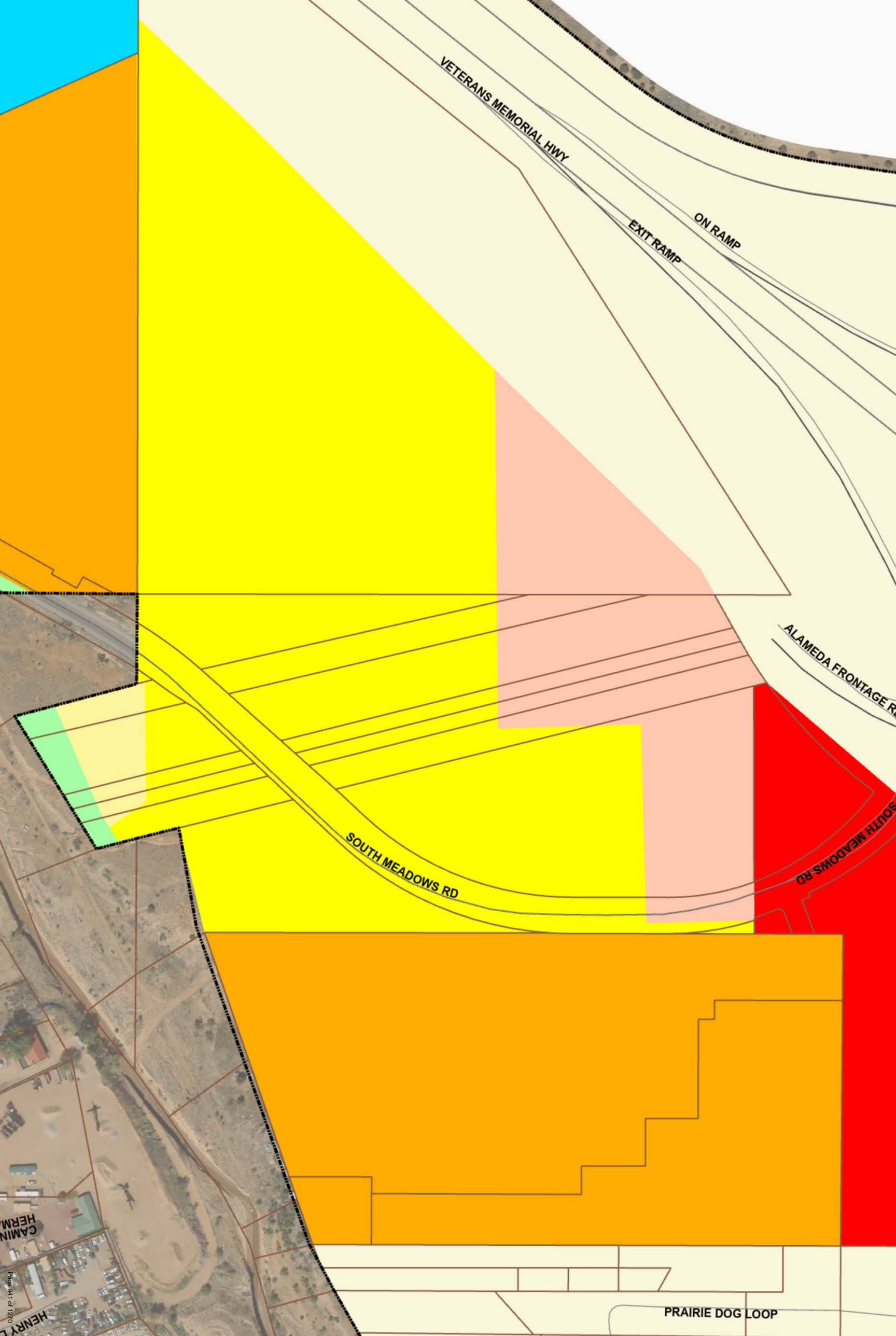
Planning and Land Use Dept.
Planning Division
Plotted 4.18.02
For Planning Purposes Only

City of Santa Fe, New Mexico

Attachment B

Maps & Photos

1. Future Land Use
2. Current Zoning
3. Aerial Photos
4. Topography
5. Utility Connections
6. Vicinity Map


VETERANS MEMORIAL HWY
ON RAMP
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PRAIRIE DOG LOOP

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Veterans Memorial Hwy
2200
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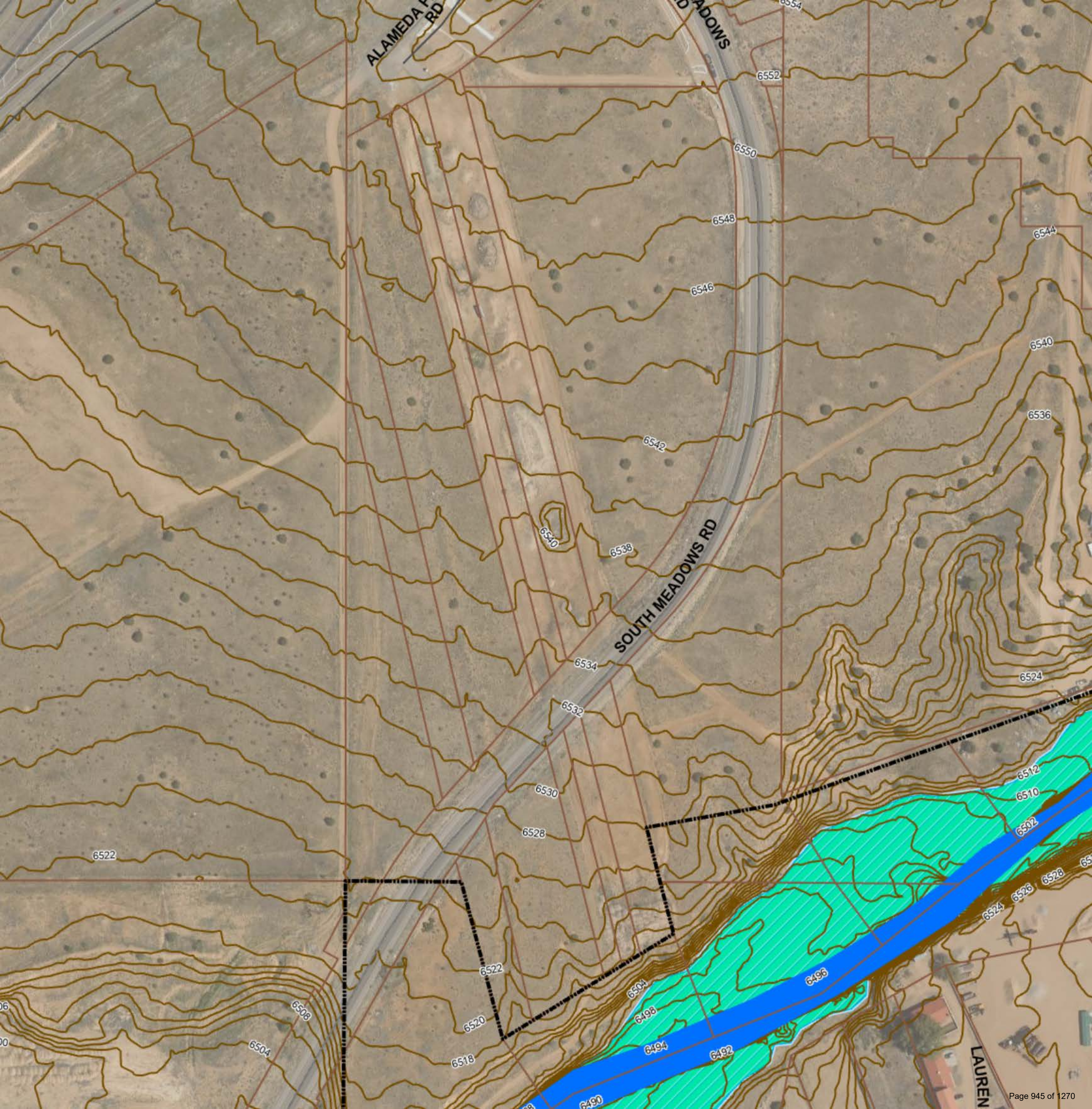
2525
5750
South Meadows Rd
South Meadows Rd
2800
Santa Fe River
Santa Fe River
Santa Fe River

Madera Apartments
South Meadows Apartments
Image Landsat / Copernicus
Google Earth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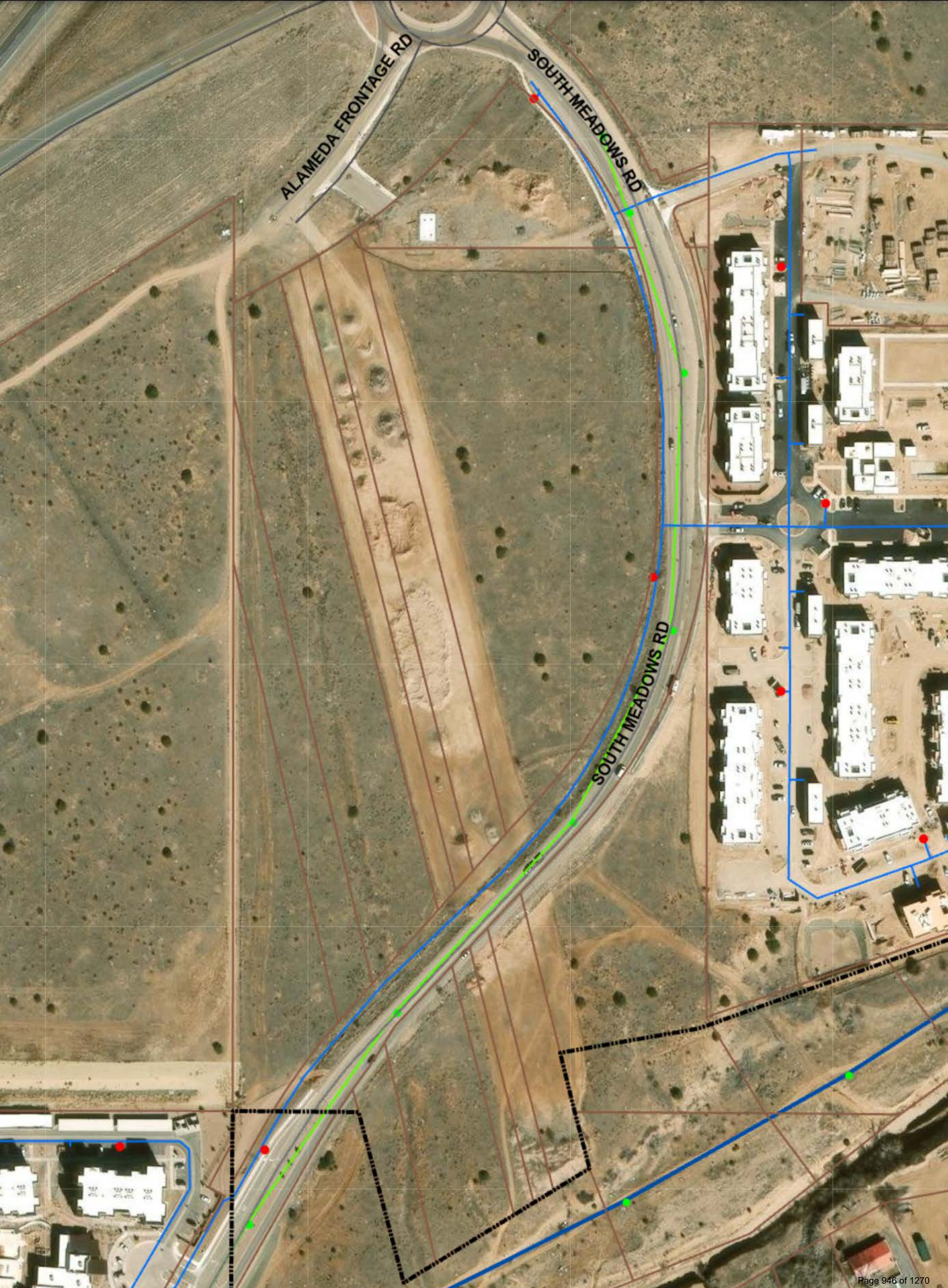

ALAMEDA FRONTAGE RD
SOUTH MEADOWS RD
SOUTH MEADOWS RD

Municipal Recreation Complex
N CAJA DEL ORO GRANT RD
EXIT RAMP
ON RAMP
ALAMEDA FRONTAGE RD
SOUTH MEADOWS RD
ON RAMP
EXIT RAMP
CAMINO CEMENTERIO
Agua Fria Cemetery
HAMMOND CIR
HAMMOND DR
CAMINO CALVARIO
ROYS WAY
VEREDA CORTA
AGUA FRIA PARK RD
CAJA DEL ORO GRANT RD
Agua Fria Community Park
GILS WAY
SAN YSIDRO CROSSING
HAROLD VILLE
RIVERS EDGE LN
San Ysidro River Park
RAGADA SAN JUAN
CAMINO DOS ANTONIOS
CALLE CRISTO
VEREDA JOSEFITA
AVENIDA SAN DIEGO
TIERRAS LN
CASA RD
VEREDA SAN ANTONIO
AVENIDA DE MONTOYA
PLAZA MONTOYA
CALLE LEGION DE RITA
RUDOLFO RD
CAMINO SAMUEL MONTOYA
NORTH CAMINO ATOCHA
SOUTH CAMINO ATOCHA
Acequia de los Pinos
LEDO DR
PAM Y EUTILIA LN
CALLE ELOSA
PASEO MEL SENAIDA
RANCHO DE CHAVEZ
CAMINO MARIA FELIZ
PRAIRIE DOG LOOP
AVENIDA DE SERRANO
RANCHITOS DE BECA
RUMBO AL SUR
MANUELITO
Agua Fria
CALLE HERNANDEZ
LA JUNTA DEL ALAMO
PASEO DE TERCERO
VIA DON TORIBIO
CAMINO POLVOSO
ANTONIO LN
CAMINO DE CHAVEZ
CAMINO DON FIDEL
AVENIDA ANGELES
LOS TRES LEONES
CAMINO CRUZ CORTA
RAVENSWOOD LN
NORTH HORIZON LN
L LN
NM 599 FRONTAGE RD
VETERANS MEMORIAL HWY
BACA RANCH CT
CAJA DEL RIO RD
MARTIN MORA
CALLE ARANAGA
CALLE CUERVO
ENTRADA DEL SOL
ENTRADA DEL ALAMO
ENTRADA DEL ROSAL
ENTRADA DEL SUR
FABIAN LN
HENRY LN
CAMINO HERMANOS
LAURELES LN
VIA DEL CIELO
VIA DEL SOL
VUELTA DEL SUR
CALLE JAIME
CALLE GUILLERMO
AVENIDA LINDA
CALLE MANUEL R.
CAMINO VISTA AURORA
LOPEZ LN
ALEKSANDER WAY
KATES WAY
DOBBINS HWY
ASPEN LOOP
REDWOOD ST
ROSEWOOD ST
BIRCH ST
LOCUST ST
HICKORY ST
COTTONWOOD DR
MAPLE ST
OLIVE ST
CYPRESS ST
POPLAR ST
ELM ST
ASH ST
WALNUT ST
SYCAMORE LOOP
SOUTH MEADOWS RD
AGUA FRIA RD
WILLY RD
SAN CRISTOBAL CT
CALLE NUEVA
CAMINO MENDOZA
SANTEROS RD
MORA LN
JIMENEZ RD
CALLE PICO
PRIMO COLORES ST
VIA NUBE
DEL GRIEGO
LOIS LN
ILEA WAY
Las Acequias Park
AGUA FRIA LN
LINDA
DE LAS ACEQUIAS
RUTINA ST
SANTA LUCIA ST
SAN BENITO ST
SAN LUIS ST
TODOS SANTOS ST
CALLE DE SAIZ
CALLE EUGENIO
EMILIA CT
VEGAS VERDES DR
CALLE ANDREW
CALLE LA MIRADA
AVENIDA DE LAS ACEQUIAS
CAMINO DE JACOBO
JOSHUA LN
CASAS DE TODOS
SEDA DEL VALLE
ZEPOL RD
CALLE PO ÉE PI
CALLE CORAZZI
CALLE MARK LUNA
MARY LOU WAY
PRIMO COLORES ST
TERRA DE CORAL ST
MONTE ROSA ST
VIOLETA VIRTUOSO ST
FLORES DEL SOL
MORNING DR
HIGHLAND WAY
VILLAGE WAY
GREEN WAY
WILLOW WAY
SUNSHINE WAY
RIO VISTA CT
CORT CT
DOMINGUEZ LN
PASEO DEL RIO
SAN IGNACIO RD
ZAFARRAYO DR
AGGIE RD
CERRILLOS RD
CAMINO DE LOS ARROYOS
Vista del Prado Parkland
Santa Fe
Santa Fe
Santa Fe Place
Vila Linda Park
Santa Fe Country Club

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case # 2025-10766
2780 S. Meadows Rd., parcel numbers 99312180 and 99312181
Owner's/Applicant's Name – Montoya y Garcia LLC,
Agent's Name – Sommer Karnes & Associates LLP

THIS MATTER came before the Planning Commission ("Commission") for public hearing on May 7, 2026 ("Hearing") upon the application ("Application") of Montoya y Garcia LLC ("Applicant"), represented by Sommer Karnes & Associates LLP ("Agent").

The Applicant requests a General Plan Amendment to the Future Land Use Map ("FLUM") to change approximately 0.70 acres of land on parcel numbers 99312180 (0.27 acres) and 99312181 (0.46 acres) at 2780 S. Meadows Rd. ("Property") from Very Low Density to Low Density ("Amendment").

After conducting a public hearing and having heard from staff and all interested persons, the Planning Commission ("Commission") hereby FINDS, as follows:

FINDINGS OF FACT

1. SFCC 1987 § 14-3.2(E)(2) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending the Governing Body approve the General Plan Amendment.

2. In this case, the Applicant sought a General Plan Amendment.

3. SFCC 1987 § 14-3.2(B) sets out applicability standards for Amendments to the General Plan that is required to ensure the official zoning map provided in SFCC § 14-4.1(C) (Zoning Districts) is in conformance with the General Plan, §14-3.5(C)(2) Rezonings, Approval Criteria. Case # 2025-10767 is the associated rezoning application. The Applicant proposes to rezone a parcel approximately 7 contiguous acres at 2780 South Meadows Rd. from R-3 ("3 Dwelling Units per acre") to R-6 ("6 Dwelling Units per acre").

4. SFCC 1987 § 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation: (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].

5. The Applicant attended a pre-application conference on May 23, 2024.

6. The Applicant conducted an ENN meeting on April 24, 2025, virtually via Zoom. The Agent, Applicant, and City Staff attended the ENN meeting. The Applicant team presented an overview of the proposed development. No members from the public attended the ENN.

7. At the Planning Commission hearing, the Commission received reports from the City Staff, as well as testimony and evidence from the Applicant's agent prior to making a decision. The Commission opened the hearing to public comment; no members of the public testified in opposition of the project with concerns about amending the General Plan.

8. Once the Chair closed the Public Hearing, the Commission discussed a motion and voted to recommend the Governing Body approve the General Plan Amendment.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 § 4-3.1(H)(1), notice of the ENN meeting was properly given.

2. The ENN meeting was properly conducted, pursuant to SFCC 1987 § 14-3.1(F).

3. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a-g), the Commission finds:
   a) The Amendment is consistent with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure; and
   b) The Amendment is consistent with other parts of the general plan; and
   c) The Amendment does not:
      (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
      (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
      (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public; and
   d) The Amendment is not required to conform to SFCC 1987, Section 14-3.2(E)(1)(c), if it promotes the general welfare or has other adequate public advantage or justification; and
   e) The Amendment is in compliance with extraterritorial zoning ordinances and

extraterritorial plans; and

f) The Amendment contributes to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

g) The Amendment is in consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

4. Pursuant to SFCC 1987 § 14-3.2(E)(2)(a-c) the Commission finds:
   a. the growth and economic projections contained within the general plan are erroneous or have changed; and
   b. no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or
   c. conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

5. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a-g) and §14-3.2(E)(2)(a-c) the Commission finds that the Applicant submittal is a complete application as required by Chapter SFCC 1987, § 14-3.2(E)(1), "Approval Criteria," and the General Plan Amendment request does meet all approval criteria required by SFCC 1987, § 14-3.2(E)(1).

6. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, are able to accommodate the proposed General Plan Amendment.

7. Pursuant to SFCC 1987 § 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

8. The Commission has the power and authority to review and recommend the Governing Body approve Case # 2025-10766 at 2780 S. Meadows Rd., General Plan Amendment.

9. The Applicant met the applicable Submittal Requirements.

10. Pursuant to SFCC 1987 § 14-3.2(D)(1), Land Use Director Review and Recommendation, and § 14-3.2(D)(2), Planning Commission Review and Recommendation, the Commission recommended the Governing Body approve the requested General Plan Amendment, determining the application has met all applicable code criteria for approval of the proposed General Plan Amendment.

WHEREFORE, IT IS ORDERED ON THE 4TH DAY OF JUNE, 2026, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends the Governing Body approve the General Plan Amendment as requested in the application for Case # 2025-10766.

Janet Clow
Chairperson

6/11/2026
Date:

FILED:

Geralyn F. Cardenas
City Clerk

06/12/2026
Date:

APPROVED AS TO FORM:

Frank Ruybalid
Assistant City Attorney

06/08/2026
Date:

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case # 2025-10767
2780 S. Meadows Rd., Parcel Numbers: 910008728, 99312180, and 99312181
Owner's/Applicant's Name – Montoya y Garcia, LLC
Agent's Name – Sommer Karnes & Associates, LLP

THIS MATTER came before the Planning Commission ("Commission") for public hearing on May 7, 2026, ("Hearing") upon the application of Montoya y Garcia, LLC, ("Applicant") for Sommer Karnes & Associates, LLP ("Agent").

The Applicant requests approval for a rezoning of a +/-7.00 acres contiguous parcels; 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres). located at 2780 S. Meadows Rd. ("Property") from R-3 (Low Density Residential - Three [3] dwellings per acre) to R-6 (Medium Density Residential – Six [6] dwellings per acre).

After conducting a public hearing and having heard from staff and all interested persons, the Planning Commission ("Commission") hereby FINDS, as follows:

FINDINGS OF FACT

1. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending the Governing Body approve the Rezoning.
2. In this case, the Applicant sought a rezoning from R-3 to R-6.
3. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the application, and make a recommendation to the Governing Body.
4. The property, totaling +/-7 acres, consists of three contiguous parcels: 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres), located at 2780 S. Meadows Rd.
5. SFCC 1987 Section 14-3.1 sets out certain procedures to be followed on the application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
6. The Applicant effected notice by: mailing out notice via first-class mail to property owners within 300 feet of the subject property on April 22, 2026; mailing out notice via certified mail to those within 100 feet; e-mailing neighborhood associations within 300

feet; and posting the required City sign on the property from April 22, 2026, through the hearing date.

7. The Applicant attended a pre-application conference on May 23, 2024.
8. The Applicant conducted an ENN meeting on April 24, 2025, virtually via Zoom. The Agent, Applicant, and City land use staff ("Staff") attended the ENN meeting. No members of the public attended the ENN meeting.
9. At the Hearing, the Planning Commission received reports from Staff, as well as testimony and evidence from the Applicant's agent prior to making a decision. The Commission opened the hearing to public comment, and no members of the public provided testimony, either in-person or by Zoom.
10. Once the Chair closed the Public Hearing, Commissioner McGhee moved to recommend the Governing Body approve the rezoning and was seconded by Commissioner Barber.
11. After discussion, the Planning Commission voted unanimously in favor of the motion to recommend the Governing Body approve the rezoning.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 Section 14-3.1(H)(1), the Applicant properly gave notice of the ENN meeting.
2. The Applicant properly conducted the ENN meeting pursuant to SFCC 1987 Section 14-3.1(F).
3. The Applicant has the right under the SFCC to propose the rezoning of the property. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 Submittal Requirements.
4. Pursuant to SFCC 1987 Table 14-2.1-1: Review and Decision-Making Bodies and Responsibilities, and SFCC 1987 Section 14-3.5(B)(1), and 14-3.5(C), the Commission has the authority to review and recommend the Governing Body approve or deny the rezoning request.
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the application, make a recommendation to the Governing Body, and transmit the application, including any plans, to the Governing Body, together with a recommendation as to findings and conclusions, desirable changes and recommendations for approval or denial.
6. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning would increase density in the central area of the City and would therefore directly align with the intent of the General Plan, which has identified the Future Land

Use of the parcel as "Medium Density Residential" and within the designated "Infill Area."

7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that the application is complete, and the rezoning request meets all rezoning approval criteria required by SFCC 1987 Section 14-3.5(C).
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the rezoning is consistent with General Plan themes and policies, such that the rezoning from R-3 to R-6 is merited. The rezoning request satisfies all rezoning approval criteria.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds the rezoning provides sufficient information to address SFCC 1987 Section 14-3.5(C)(1)(d). The rezoning to R-6 is consistent with the General Plan Future Land Use Map of Residential Low Density (RLOW -- 3-7 Dwelling Units Per Acre) and Residential Medium Density (RMED – 7-12 Dwelling Units Per Acre). Additionally, the increased density would be compatible with surrounding development patterns.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(2), the Commission finds:
    a. The prevailing use and character of the area is primarily high-density and with mixed-use commercial uses along South Meadows Road with some single-family residential. The rezoning from R-3 residential to R-6 will be consistent with the prevailing character pattern in the area.
    b. The property is greater than two acres in size.
    c. The increase in density enhances compliance with the City's adopted General Plan, which serves the interest of the general public. The neighborhood contains high-density, multi-family developments at a frequency and density greater than single-family homes in the transition area. This was intended by the General Plan to take place at this location since 1999 and the Santa Fe Southwest Area Master Plan in 2005.
12. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
13. The Commission has the power and authority to review, approve or deny Case # 2025-10767 regarding +/-7 acres in three contiguous parcels: 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres), located at 2780 S. Meadows Rd.
14. The Applicant met the applicable submittal requirements.
15. The Commission recommended the Governing Body approve the rezoning because the application met all applicable Code criteria.

WHEREFORE, IT IS ORDERED ON THE 4TH DAY OF JUNE, 2026, BY THE

Case # 2025-10767
Rezone from R-3 to R-6 at 2780 S. Meadows Rd.

PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends the Governing Body approve the rezoning from R-3 to R-6 as requested in the application for Case # 2025-10767.

Janet Clow
Chairperson

6/11/2026
Date:

FILED:

Geralyn F. Cardenas
City Clerk

06/12/2026
Date:

APPROVED AS TO FORM:

Frank Ruybalid
Assistant City Attorney

06/08/2026
Date:

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION
May 7, 2026, AT 6:00 PM

Chair Clow called the meeting to order at 6:02 p.m.

A. ROLL CALL

Commissioners Present:
Chair Janet Clow
Vice Chair Peter Smith
Commissioner Thomas (TJ) Rieland
Commissioner Piper Kapin
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner Kelly McReynolds
Commissioner Scott Barber

B. PLEDGE OF ALLEGIANCE

Commissioner McReynolds led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION: Commissioner McGhee moved, seconded by Vice Chair Smith, to approve the agenda, as presented.

It was later agreed to hear Staff Communications before New Business.

VOTE: The motion was approved on the following roll call vote:

For:
Vice Chair Peter Smith
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

D. APPROVAL OF MINUTES

There were no minutes to approve.

E. APPROVAL OF FINDINGS/CONCLUSIONS

There were no findings and conclusions to approve.

F. NEW BUSINESS

1. **Case #2025-10766. 2780 South Meadows Road, General Plan Amendment.** Sommer, Karnes & Associates LLP, Agent for Montoya y Garcia LLC, Applicant, request the Planning Commission recommend approval to Governing Body for a general plan amendment to change the Future Land Use Map designation affecting portions of land on three contiguous parcels totaling +/- 0.70 acres of land from "Very Low Density" to "Low Density". The parcels are located within the River & Trails Archeological Review District and Southwest Santa Fe Community Area Master Plan. Case Planner, Joel Cruz-Haber (jacruzhaber@santafenm.gov).

Cases 2025-10766 and 2025-10767 were presented together.

George Terry, Senior Planner, presented the cases and the staff recommendation. Staff recommended that the Planning Commission recommend that the Governing Body approve Case #2025-10766, General Plan Amendment and Case #2025-10767, Rezoning.

Karl Sommer, the agent, P.O. Box 2476, Santa Fe, was sworn in. He noted that the applicants have significant experience in creating local housing.

Commissioner Mirando requested clarification regarding staff's statement that Criterion F is not fully met. Mr. Terry responded that the staff has limited scope for review, as no development plan has been proposed.

MOTION: Commissioner Mirando moved, seconded by Vice Chair Smith, to approve Case #2025-10766, with the technical corrections and conditions provided by staff.

VOTE: The motion was approved on the following roll call vote:

For: Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Gurushabad Mirando
Commissioner Sasha McGhee
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

2. **Case #2025-10767. 2780 South Meadows Rd, Rezoning.** Sommer, Karnes & Associates LLP, Agent for Montoya y Garcia LLC, Applicant request the Planning Commission recommend approval for a Rezone request from R-3 (Three Dwelling-Units Per Acre) to R-6 (Six Dwelling-Units Per Acre) affecting three contiguous parcels totaling +/- 7 acres of land. The parcels are located within the River & Trails Archeological Review District and Southwest Santa Fe Community Area Master Plan Case Planner, Joel Cruz-Haber (jacruzhaber@santafenm.gov).

This item was heard with Case 2025-10766.

MOTION: Commissioner McGhee moved, seconded by Commissioner Barber, to approve Case #2025-10767.

VOTE: The motion was approved on the following roll call vote:

For: Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

3. **Case #2025-11625. 1335 Camino de Jacobo Development Plan.** Autotroph, agent ("Agent") and applicant ("Applicant"), for the County of Santa Fe, owner ("Owner"), requests approval of a two-phased Development Plan, to construct two 45' high, four-story buildings, and one 28.5' high building totaling 146,253 square feet of new construction. The uses include a 156-unit multi-family community with a daycare facility. The subject properties comprise 5.92 +/- acres, located within the Suburban Archaeological Review District, and are zoned C-2 (General Commercial). Claudia Kath, Case Manager (cmkath@santafenm.gov).

Ms. Kath presented the case and the staff recommendation. Staff recommended approval of the development plan for Case #2025-11625, subject to conditions of approval and technical corrections noted in Attachment A of the staff report, as well as an additional condition that the final approval of the development plan occur at the time of recordation of the development plan at the County Clerk's office with signatures of the Planning Commissioners, City Engineer, Planning Manager, Water Division, and Affordable Housing.

Dan Esquibel, Planning Manager, noted that the Land Use Director may sign in place of the City Manager.

Chair Clow inquired whether the permitting would need to be completed by August 31, 2026. Mr. Esquibel responded that this is correct.

Chair Clow inquired regarding the development review team (DRT) concerns. Mr. Esquibel responded that DRT and the land use department were among a large body of people who review the application for their own components. The land use department deals with matters such as construction and design, roadway elements, and drainage. There are conditions that elements of Jacobo Road must be implemented during the construction process.

Chair Clow inquired regarding the parking deviation and noted the lack of balconies. Heather Lamboy, Land Use Director, responded that she received the parking deviation. The applicant submitted the application before the new code was adopted. The parking configuration complies with the current code but not with the old code. Balconies are required under the current code but not under the old code. Mr. Esquibel added that the project meets open space requirements.

Vice Chair Smith inquired regarding the proposed building colors.

Alexander Dzuric, 222 East Marcy Street, Santa Fe; Jenn Lopez, 224 Hermosa Circle, Durango Colorado; and Greg Shaffer, 102 Grant Avenue, Santa Fe, were sworn in.

Mr. Dzuric, the agent, Autotroph Inc., introduced the project team and shared the project overview.

Ms. Lopez, Project Moxie, noted her availability to answer questions regarding the financing of the project. The project would primarily serve those earning between $20,000 and $70,000 per year.

Mr. Dzuric shared additional project details, including the roadway infrastructure and pedestrian connections. He shared renderings of the proposed buildings, noting that color was used to break up the massing of the buildings. Warm shades of brown and tan were proposed. Water will be captured for storage and irrigation.

Mr. Dzuric expressed approval of most of the conditions of approval, with some exceptions. He proposed alternate language to Condition 18: Santa Fe County shall provide adequate assurances, acceptable to the city of Santa Fe, that adequate resources have been budgeted and are currently available to fund the cost estimate required by Condition 17, which may be in the form of an intergovernmental agreement between the two governmental entities or other mutually acceptable means.

Mr. Dzuric proposed alternate language to Condition 19: The applicant shall coordinate with city staff on establishment of design criteria for the improvement of Camino de Jacobo, allowing for flexibility in design to accommodate existing conditions and available right-of-way width. The improvement of Camino de Jacobo, in conjunction with the Nueva Acequia development plan, shall safely meet the transportation needs of all users, including pedestrians of all ability levels, bicyclists, and motorists.

Mr. Dzuric requested that Conditions 21, 22, 23, 25, and 26 be removed, as they are beyond the mitigation scope of the project.

Mr. Shaffer, Santa Fe County Manager, clarified that the issue is not that the county cannot legally provide a financial guarantee; rather, it is not the typical way the county conducts business when funding projects with other governmental entities.

Chair Clow requested that the city respond to the statements and requests of Mr. Shaffer and Mr. Dzuric. Mr. Esquibel responded that there are multiple ways for an

applicant to accommodate infrastructure requirements. The financial guarantee is a requirement under the ordinance established by the governing body, and no variances were requested. He suggested amending the additional staff condition to allow the Land Use Director to work with the county on solutions for financing and the bicycle lanes.

Chair Clow inquired whether Conditions 21, 22, 23, 25, and 26 could be removed. Mr. Pacheco responded that a memorandum was just issued that eliminates those conditions. The traffic impact analysis will also need to be updated and revised for staff's technical corrections, and that will be communicated. Chair Clow inquired whether the memorandum could be included in the record. Mr. Esquibel responded that the traffic division and land use department work from different perspectives, and variances were not on the agenda. He agreed to draft a condition that would allow the Land Use Director to work with the county in order to complete all requirements without compromising regulations. Ms. Lamboy clarified that the entire team would work on these matters.

Chair Clow requested confirmation that the Santa Fe City Housing Authority was contributing $1.5 million toward the project. Ms. Lamboy responded that this is correct.

Commissioner Kapin inquired whether the bicycle lanes on San Alberto and San Ignacio would be designed with pedestrian connectivity. Mr. Dzuric responded that there would be combination pedestrian and bicycle paths. Commissioner Kapin inquired whether they would extend to Airport Road. Mr. Dzuric shared the locations of the proposed sidewalks and bicycle lanes on the slide, noting that there may be future plans for connectivity to Airport Road, but it is not currently part of the project.

Commissioner McGhee expressed approval of the project and inquired regarding the childcare center. Mr. Dzuric responded that he is unsure of the schedule, as the team is working to secure funding for the childcare center. A location has been allocated to it.

Commissioner [redacted]ndo inquired regarding the estimated construction cost per square foot. Mr. Dzuric [redacted]ponded that the estimated cost is $250 per square foot, plus or minus $50.

Daniel Werwath, 1611 Camino Porvenir, Santa Fe, expressed support for the project and suggested that developers of affordable housing not be required to fund and build public infrastructure to the degree that other developers are required to do so.

Commissioner Kapin inquired regarding the proposed amenities for seniors. Mr. Dzuric responded that there would be a space for cornhole and other activities, a covered outdoor gathering area, and benches.

Commissioner Barber inquired regarding the collected rainwater and underground reservoir. Mr. Dzuric responded that the water would not be recycled for irrigation; rather, it would be retained for 24 hours and allowed to overflow and infiltrate the site. It is hoped that passive irrigation can be built into the water's route from the roof.

Mr. Esquibel noted that staff's additional condition of approval was modified as follows: Final approval of the development plan will occur at the time of recordation of the development plan at the County Clerk's office with signatures of the Planning Commissioner, City Engineer, Planning and Land Use Director, Planning Manager, Water Engineer and Affordable Housing.

a) The Planning and Land Use Director shall be allowed to continue working with the county to mitigate impacts and coordinate development review and approval, allowing for alternative means of compliance for the roadway, bike lane, and traffic impacts, and the implementation and modification of conditions without returning to the Planning Commission for approval, and
b) Removal of Conditions 17 and 18.

Mr. Dzuric indicated that the condition was acceptable.

MOTION: Commissioner Kapin moved, seconded by Vice Chair Smith, to approve Case #2025-11625, Camino de Jacobo Development Plan, subject to the conditions read into the record and agreed upon by the applicant, staff, and county.

VOTE: The motion was approved on the following roll call vote:

For:
Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Gurushabad Mirando
Commissioner Sasha McGhee
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

G. STAFF COMMUNICATIONS

Ryan Handy, Headwater Economics, speaking via teleconference, shared a presentation

called Living With Wildfire: Risk, Resilience, and Our Economic Future.

Chair Clow inquired whether cities are requiring owners and neighborhoods to clean up their areas. Ms. Lamboy responded that inspectors cite properties for weeds and trash.

Vice Chair Smith inquired regarding advantages to Santa Fe's historic construction style. Ms. Handy responded that Santa Fe's historic construction style is comparatively fire resistant, as it uses concrete-based stucco and adobe, which are non-combustible. Santa Fe architecture typically lacks wooden siding and roofs. Wooden beams and vigas do not ignite quickly. Vulnerabilities include coyote fencing and certain vegetation, especially piñon-juniper trees, which are highly flammable but popular in Santa Fe, particularly close to homes.

Commissioner Kapin inquired whether requirements or incentives for fire-resistant retrofitting are being considered for the current code update. Ms. Lamboy responded that staff have spoken with the fire department and insurance companies regarding this issue; a code framework is needed.

Chair Clow noted that an insurance company recently requested that piñon trees be removed from a property; however, the city did not allow them to do so, as it is not permitted to cut piñons of certain sizes. This part of the code may need to be reconsidered. Ms. Lamboy expressed agreement, noting that staff has worked with the fire department regarding fire breaks.

Commissioner McReynolds noted that owners of properties near arroyos have begun experiencing issues sourcing insurance coverage. Ms. Handy responded that the Marshall Fire in Colorado affected an urban area near a grassy open space. Insurance companies have taken note of this.

H. MATTERS FROM THE COMMISSION

Commissioner Kapin noted that the issue of developers of affordable housing being required to fund public infrastructure merits further discussion as the new code and general plan are discussed.

Vice Chair Smith expressed interest in reviewing a list of ways the applicant for Case #2025-11625 achieved a cost of $250 per square foot. Chair Clow noted that eliminating balconies, which are required under the new code, saved significant costs. Vice Chair Smith suggested that credit unions and local banks may be able to provide supported loans rather than bonding.

Mr. Esquibel asked how many Commissioners would be able to attend the workshop on May 21, 2026, at 6:00 p.m. There will be a quorum.

I. ADJOURNMENT
8:19 P.M.

Liaison

Chair

City of Santa Fe, New Mexico

Attachment C
Applicant Submittals

1. A 2780 South Meadows Rd MyG PLUD-04_General_Plan_Amendment
2. B 2780 South Meadows Rd PLUD-07_Rezoning
3. C 2780 Montoya Y Garcia REVISED Ap Letter
4. C2 2780 South Meadows Rd ENN Meeting Notes
5. D 2780 South Meadows Rd County Parcel.300 FT BUFFER
6. D1 2780 South Meadows Rd County Parcel Info
7. D1 2780 South Meadows Rd Mailing Owners
8. D2 2780 South Meadows Rd Mailing Tenants 1 of 2
9. D3 2780 South Meadows Rd Mailing Tenants 2 of 2
10. D4 2780 South Meadows Road Map 300' Buffer
11. E 2780 South Meadows Road Boundary Survey
12. F1 2780 South Meadows Road LOR Package
13. F2 2780 South Meadows Rd Lot of Record
14. G 2780 South Meadows Road MAP Future Land Use
15. H 2780 South Meadows Road MAP Zoning
16. I1 2780 South Meadows Rd south meadows-row-plats
17. I2 2780 South Meadows Rd SM Road Project1
18. I3 2780 South Meadows Rd south meadows-row-plats-24
19. I4 2780 South Meadows Rd south meadows-row-plats-25
20. I5 2780 South Meadows south meadows-row-plats-23
21. J Letter Application REVISED 1/23/26

APPLICATION RESOURCES

PLANNING AND LAND USE DEPARTMENT RESOURCES

MISSION : The mission of the Planning Division is to review development applications for compliance with the City's land development code and department policies while providing information, guidance, and the highest possible level of customer service to applicants, neighborhoods, and the City's quasi-judicial decision-making bodies.

OFFICE : Santa Fe City Hall 200 Lincoln Avenue Santa Fe, NM 87501

WEBSITE : https://santafenm.gov/land-use/current-planning

CURRENT AND UPCOMING PUBLIC MEETINGS : https://santafe.primegov.com/public/portal

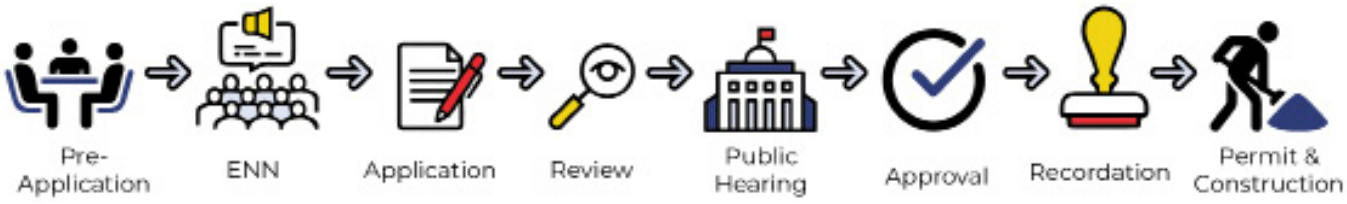
INTERACTIVE GIS MAPS : https://santafenm.gov/information-technology-telecommunications/gis

SANTA FE CITY CODE (SFCC) : https://library.municode.com/nm/santa_fe/codes/code_of_ordinances

APPLICATION SUBMISSION AND FEES : All applications shall be submitted electronically as PDF files to planning@santafenm.gov. Incomplete applications, including those missing required submittals will be returned without processing. Application fees will be assessed and invoiced upon acceptance of the application for initial review. Fee tables may be viewed online.

GENERAL QUESTIONS : zoningcounter@santafenm.gov

DEVELOPMENT REVIEW PROCESS



PRE-APPLICATION PHASE

For many applications, the development review process begins with a pre-application conference, where the applicant presents their proposal to the City's Development Review Team (DRT) for initial review and feedback. If the applicant wishes to proceed, a city planner is assigned to assist the applicant through the remaining steps of the process. For administratively reviewed applications, a pre-application conference is usually not required.

For all applications requiring a hearing before a land use board, the applicant shall schedule, notice and host an early neighborhood notification (ENN) meeting in coordination with the city planner. The intent of the ENN is to provide for an exchange of information among the applicant, residents, and property owners, prior to application submittal. ENN notification requirements are set forth in SFCC §14-3.1(H). Applications that qualify for administrative review and some variances are not required to conduct an ENN meeting.

DEVELOPMENT REVIEW PHASE

Once an application and all required submittals are prepared by the applicant, they or their agent submits the Application to the City via planning@santafenm.gov. The applicant will receive an email confirming receipt of the application, and an invoice for applicable development fees which can be paid online or at the cashier's office at City Hall. The city planner and the DRT review the application for completeness and compliance with all applicable codes, ordinances, plans and regulations. During the review process, the city planner or members of the DRT may request additional information or amendments from the applicant to complete the review process. The review timeline can range for 9-12 weeks or more depending on the complexity of the application and the total number of cases under review.

PUBLIC HEARING PHASE

When the City determines that the application is complete, the case is scheduled for a public hearing before the applicable Land Use Board. Notification requirements for public hearings are set forth in SFCC §14-3.1(H). If the application is approved at the public hearing, the city planner will prepare the findings of fact and conclusions of law (FOFCOL) documenting the approval findings, any conditions of approval and an expiration date for the approval, as required.

POST APPROVAL PHASE

When the applicant has met all necessary conditions of approval and technical corrections, the plan or plat is recorded at the County Clerk's office and filed with the City's plat room. The case planner prepares an action letter detailing the approval record. The applicant may then proceed to building permitting and construction.

If you have questions about the requirements please contact your assigned case planner or planning@santafenm.gov.

LAND DEVELOPMENT CODE REFERENCE

GENERAL PLAN AMENDMENT PROCEDURES (SECTION 14-3.2(E) SFCC)

Purpose: The general plan is a guide for the city's land use decisions. The regulations, restrictions and policies of the city affecting development of Santa Fe shall be in accordance with the general plan as provided in Section 3-21-5 NMSA 1978. When necessary, the general plan shall be amended in accordance with this section.

Applicability: The general plan must first be amended before any proposed changes in the city's policies on urban area boundaries, annexation, growth, economic development, special review districts or other long-range planning items not in conformance with the general plan may be approved.

1. Criteria for all Amendments to the General Plan

The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:

a. Consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

b. Consistency with other parts of the general plan;

c. The amendment does not:

   i. Allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

   ii. Affect an area of less than two acres, except when adjusting boundaries between districts; or

   iii. Benefit one or few landowners at the expense of the surrounding landowners or the general public;

d. An amendment is not required to conform with Subsection 14-3.2(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

e. Compliance with the extraterritorial zoning ordinances and extraterritorial plans;

f. Contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

g. Consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

2. Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback, landscaping or other means, and a finding must be made that:

a. The growth and economic projections contained within the general plan are erroneous or have changed;

b. No reasonable locations have been provided for certain land uses for which there is a demonstrated need; or

c. Conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

SUBMITTAL CHECKLIST

Submittal requirements may vary based on the individual application. The City reserves the right to request additional information during the review process. Please submit each of the following items as separate PDF files saved with unique and descriptive file names:

- ✔ Application Letter (intent, location, acreage)
- ✔ Statement addressing approval criteria
- ✔ Legal lot of record, legal description
- ☐ Development Plan (as defined by Section 14-3.8 SFCC 1987, if applicable)
- ☐ Proof of compliance with conditions of annexation approval (if applicable)
- ☐ Letter of water and sewer availability

CITY OF SANTA FE

GENERAL PLAN AMENDMENT
PLUD-04

PARCEL INFORMATION

Project Name:	General Plan Amendment for Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178		
Address:	2780 South Meadows Road	Property Size:	7.01 Acres Total
Current Use of Land:	Residential	Proposed Use of Land:	Residential
Does an annexation application accompany this application?	☐ Yes ☑ No	Does an rezoning application accompany this application?	☑ Yes ☐ No
Pre-application Conference Date:	6/23/24	Early Neighborhood Notice (ENN) Meeting Date:	4/24/25

PROPERTY OWNER INFORMATION

Name (First, Last):	Montoya y Garcia, LLC			
Address:	P. O. Box 2476			
	Street Address		Suite/Unit #	
	Santa Fe	NM	87504	
	City	State	ZIP Code	
Phone:	(505) 988-3800	E-mail Address:	karl@sommerkarnes.com	

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:	Sommer Karnes & Associates, LLC (Karl H. Sommer)			
Name (First, Last):	Karl H. Sommer			
Address:	P.O. Box 2476			
	Street Address		Suite/Unit #	
	Santa Fe	NM	87504	
	City	State	ZIP Code	
Phone:	(505)988-3800	E-mail Address:	karl@sommerkarnes.com	

Correspondence Directed To: ☐ Owner ☐ Applicant ☑ Both

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

2780 South Meadows Road

I/we authorize Sommer Karnes & Associates, LLC to act as my/our agent to execute this application.

Signed:	Monica Montoya	Date:	8/2025
Signed:	Carlos Garcia	Date:	8/2025

SIGNATURE

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a pre-application meeting to verify that the attached proposal is in compliance with the City's zoning and annexation requirements.

Signature:	Karl Sommer	Date:	8/25

APPLICATION RESOURCES

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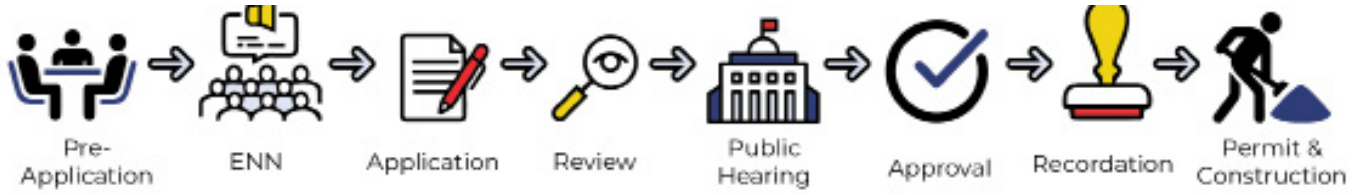
GENERAL QUESTIONS : zoningcounter@santafenm.gov

DEVELOPMENT REVIEW PROCESS



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PUBLIC HEARING PHASE

When the City determines that the application is complete, the case is scheduled for a public hearing before the applicable Land Use Board. Notification requirements for public hearings are set forth in SFCC §14-3.1(H). If the application is approved at the public hearing, the city planner will prepare the findings of fact and conclusions of law (FOFCOL) documenting the approval findings, any conditions of approval and an expiration date for the approval, as required.

POST APPROVAL PHASE

When the applicant has met all necessary conditions of approval and technical corrections, the plan or plat is recorded at the County Clerk's office and filed with the City's plat room. The case planner prepares an action letter detailing the approval record. The applicant may then proceed to building permitting and construction.

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LAND DEVELOPMENT CODE REFERENCE

REZONING PROCEDURES AND APPROVAL CRITERIA (SECTION 14-3.5(C) SFCC)

Procedures: All rezonings shall be submitted to the planning commission for review and recommendation at a public hearing. The review shall be based on the approval criteria and a balancing test that considers the prevailing uses and character in the area. Rezoning requests specified in Section 14-4 Zoning Districts and 14-5 Overlay Zoning Districts, must be accompanied by a Development Plan application to be reviewed in coordination with the rezoning request.

The Planning Commission shall transmit the application to the governing body, with a recommendation for approval or disapproval. Before taking action, the governing body shall hold a public hearing and may request additional information necessary to ensure compliance with Chapter 14. The governing body shall take final action to approve, approve with conditions or deny the proposed rezoning. After approval the official zoning map shall be amended in accordance with Section 14-4.1(C) to note the new zoning designation. If denied, the applicant must wait 12 months to reapply.

Approval Criteria

1. The planning commission and the governing body shall review all rezoning proposals on the basis of the following criteria, and must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:
   a. one or more of the following conditions exist:
      i. there was a mistake in the original zoning;
      ii. there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
      iii. a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;
   b. all the rezoning requirements of Chapter 14 have been met;
   c. the rezoning is consistent with the applicable policies of the general plan, including the future land use map;
   d. the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and
   e. the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
2. Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
   a. allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
   b. affect an area of less than two acres, unless adjusting boundaries between districts; or
   c. benefit one or a few landowners at the expense of the surrounding landowners or general public.

SUBMITTAL CHECKLIST

Submittal requirements may vary based on the individual application and the requested zoning district. The City reserves the right to request additional information during the review process. See Section 14-4 and 14-5 SFCC 1987 for rezoning regulations related to specific zones. Please submit each of the following items as separate PDF files saved with unique and descriptive file names:

- [x] Application letter (purpose, intent, location, acreage)
- [x] Statement addressing rezoning approval criteria
- [x] Legal lot of record and legal description
- [ ] Development plan (see Section 14-3.8 SFCC 1987) (if applicable)
- [x] ENN meeting notes
- [ ] Terrain management plans (as required by Section 14-8.2 SFCC 1987)
- [ ] Traffic impact analysis (if applicable)
- [ ] Archaeological Clearance (if applicable)
- [ ] Sewer and Water Plan (including profiles and details), letter of availability (if applicable)

CITY OF SANTA FE

REZONING
PLUD-07

PARCEL INFORMATION

Project Name: Rezoning of Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178

Address: 2780 South Meadows Road

Property Size: 7.01 Acres Total

Current Zoning: R-3

Proposed Zoning: R-6

Does a Development Plan application accompany this application? ☐ Yes ☑ No

Pre-application Conference Date: 6/23/24

Early Neighborhood Notice (ENN) Meeting Date: 4/24/25

Uniform Parcel Code Number: 910008728, 99312180, 99312181

PROPERTY OWNER INFORMATION

Name (First, Last): Montoya y Garcia, LLC

Address: P. O. Box 2476
Street Address | Suite/Unit #

Santa Fe | NM | 87504
City | State | ZIP Code

Phone: (505) 988-3800

E-mail Address: karl@sommerkarnes.com

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name: Sommer Karnes & Associates, LLC

Name (First, Last): Karl H. Sommer

Address: P.O. Box 2476
Street Address | Suite/Unit #

Santa Fe | NM | 87504
City | State | ZIP Code

Phone: (505)988-3800

E-mail Address: karl@sommerkarnes.com

Correspondence Directed To: ☐ Owner ☐ Applicant ☑ Both

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

0 South Meadows Road

I/we authorize Sommer Karnes & Associates to act as my/our agent to execute this application.

Signed: Monica Montoya Date: 8/25

Signed: Carlos Garcia Date: 8/2025

SIGNATURE

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a pre-application meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: Sommer Karnes & Associates Date: 8/2025

SOMMER KARNES & ASSOCIATES LLP

Mailing Address
Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address
125 Lincoln Ave
Suite 221
Santa Fe, NM 87501

Telephone:(505) 989-3800
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Joseph M. Karnes, Attorney at Law
jmk@sommerkarnes.com

John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

August 2025

VIA EMAIL TO
VIA EMAIL

Joel Cruz-Haber
Daniel Esquibel
Planning and Land Use
City of Santa Fe
202 Lincoln Ave
Santa Fe, NM 87501

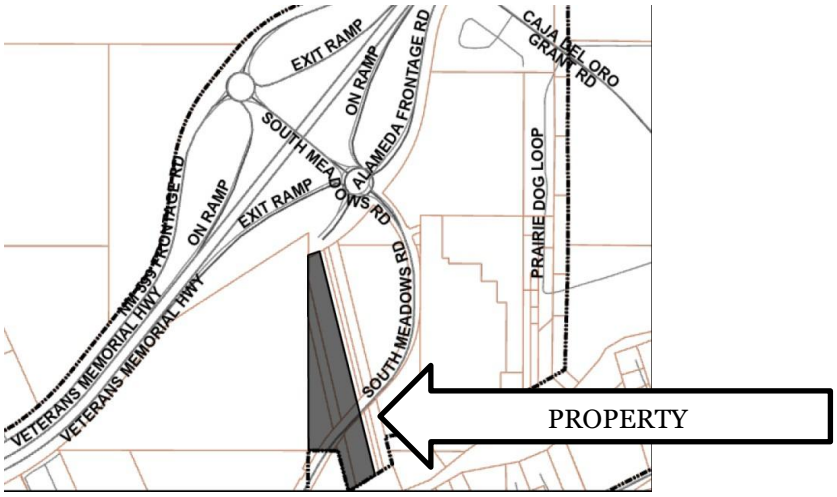
Re: Letter of Application for General Plan Amendment and Rezoning
Montoya y Garcia, LLC – Property Owner and "Applicant"
Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178 (Parcel #'s 910008728, 99312180, 99312181) - the ("Property")

Dear Joel and Dan:

Submitted with this letter are the applications for a General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. This letter provides background for the application and addresses the City Code approval criteria for both applications. No development is proposed as part of these applications. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-6. This letter includes assessment of compatibility with the Southwest Santa Fe Community Area Master Plan.

1. Background and Existing Planning and Zoning.

The vacant Property is located south of the South Meadows Road interchange with NM 599/Veterans Memorial Highway. The Property and surrounding properties were annexed to the City as part of the 2008 City-County settlement agreement and the City has planned the area for intensive residential and commercial development including multiple development approvals. Consistent with the City Code, upon annexation the Property was zoned R-3 until otherwise classified. (514-4.1.E.4)



The Property is bisected by South Meadows Road which is proposed as primary vehicular access because of its convenient access to NM 599 and south to Agua Fria Road. Alameda Frontage intersects South Meadows Road just north of the Property. Also, a road is planned to connect South Meadows Road to Kate's Way which may be a secondary vehicular access point at the north end of the Property.

The Properties comprise five (5) legal lots of record – three (3) adjacent to the northern boundary of South Meadows Road (the "Northern Lots") and two (2) (the "Southern Lots"). As you can see from the portion of the current Future Land Use Map attached hereto as Exhibit A, the Northern Lots are planned for "3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. The Southern Lots are planned for "3-7 Dwelling Units" per acre, "1-3 Dwelling Units" per acre, and "Open Space". Both the Northern and Southern Lots are zone R-3. (*See* Exhibit B - Portion of Zoning Map).

The Property is unimproved and vacant. The property owned by The Rodriquez Trust is vacant, with the same two General Plan designations as the Northern Lots, namely -"3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. and zoned R-3. In proximity toward the northeast of the Property is the Madera Apartment Community and zoned R-

21. Further east is unincorporated Agua Fria Village, located in Santa Fe County. The Gerhart Apartment Community is to the South of the Property and zoned RM-1. To the west is vacant property is a 30-acre parcel owned by the State of New Mexico which is under a long-term lease by the City of Santa Fe and zoned C-2 General Commercial.

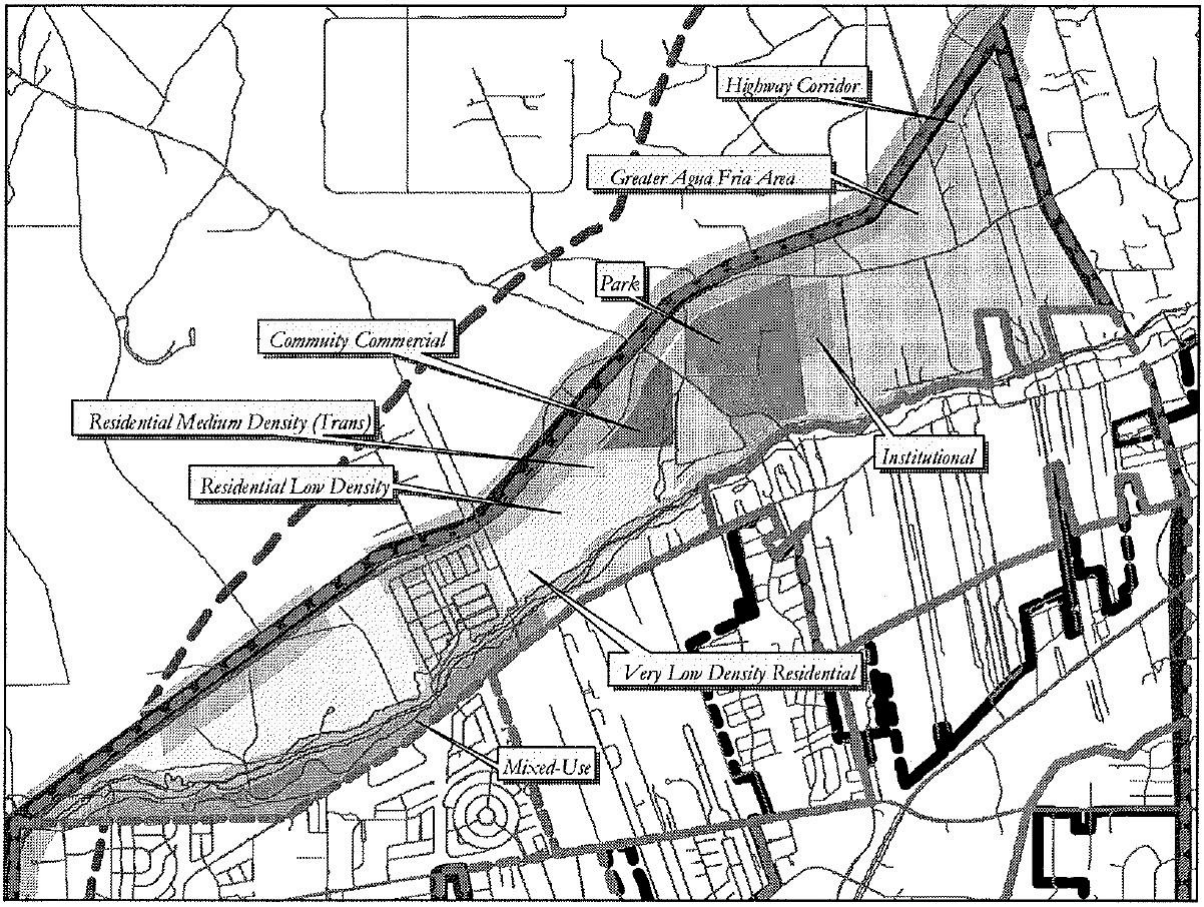
2. General Plan Amendment Approval Criteria

The following addresses the approval criteria for the requested General Plan amendment. To approve a General Plan amendment the following criteria must be met:

A. consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. This residential development will provide residential uses for up to approximately 42 gross density, together with accessory uses. Adding 42 gross density homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Medium Density (Transitional)" Map 2.6.5:



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

The proposal is completely consistent with the Plan's future land use designation. The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan.

Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

B. consistency with other parts of the general plan;

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.

Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation. The location of the Property and its community residential uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

B.1.Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

c. the amendment does not:

(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area.

(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or

The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;

As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center., thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property.

D. an amendment is not required to conform with Subsection 14-3.2.(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved medium density residential development.

E. compliance with extraterritorial zoning ordinances and extraterritorial plans;

The Property and its vicinity were annexed to the City pursuant to the 2008 Settlement Agreement between the City and County, which included adoption of a 20-year urban growth boundary along NM 599. A fundamental purpose of the Settlement Agreement was to direct future urban development to the City thereby relieving pressure for development and associated urban sprawl within the more rural County lands. The Property to the west was zoned residential as part of the annexation process, thereby establishing the City's land use policy for provision of residential uses within this area. The proposed amendment is consistent with and will enhance the provision of residential uses within an area planned and approved for medium density residential use. **F.**contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.

G. consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Medium Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

(2) Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback , landscaping or other means, and a finding must be made that:

(a) the growth and economic projections contained within the general plan are erroneous or have changed;
(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or
(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

The Application proposes only to change the General Plan Future Land Use a minor change in the designation of the Property from Low Density Residential to Medium Density Residential. The Application does not propose any amendments to the land use policies section of the general plan and therefore, the additional criteria set forth in this section do not apply.

Nonetheless, the proposal complies with the referenced criteria. As to subsection a, as addressed in section 1 .A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

3. Statement Addressing Rezoning Approval Criteria

The following addresses the approval criteria for the requested rezoning. To approve a rezoning:

(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

There was no mistake in adopting the R-3 zoning designation for the Property.

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses.

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

As addressed above, rezoning the Property from R-1 to R-6 will build on the City's policy decision in designating the area for Medium Density Residential uses as part of

annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Medium Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange, providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

(2) all the rezoning requirements of Chapter 14 have been met.

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

(3) the rezoning is consistent with the applicable policies of the General Plan, including the future land use map.

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Medium Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

(4) the amount of land proposed for the rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

(5) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange. Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 15. Substantial existing park land exists just to the east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As

the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

> (6) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
>
> (a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
>
> (b) affect an area of less than two acres, unless adjusting boundaries between districts; or
>
> (c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Medium Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Medium Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.
The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

As addressed herein, development of the Property for Medium Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing. If you have any questions about the application, please let me know.

Sincerely,

Karl H. Sommer

cc: Montoya y Garcia

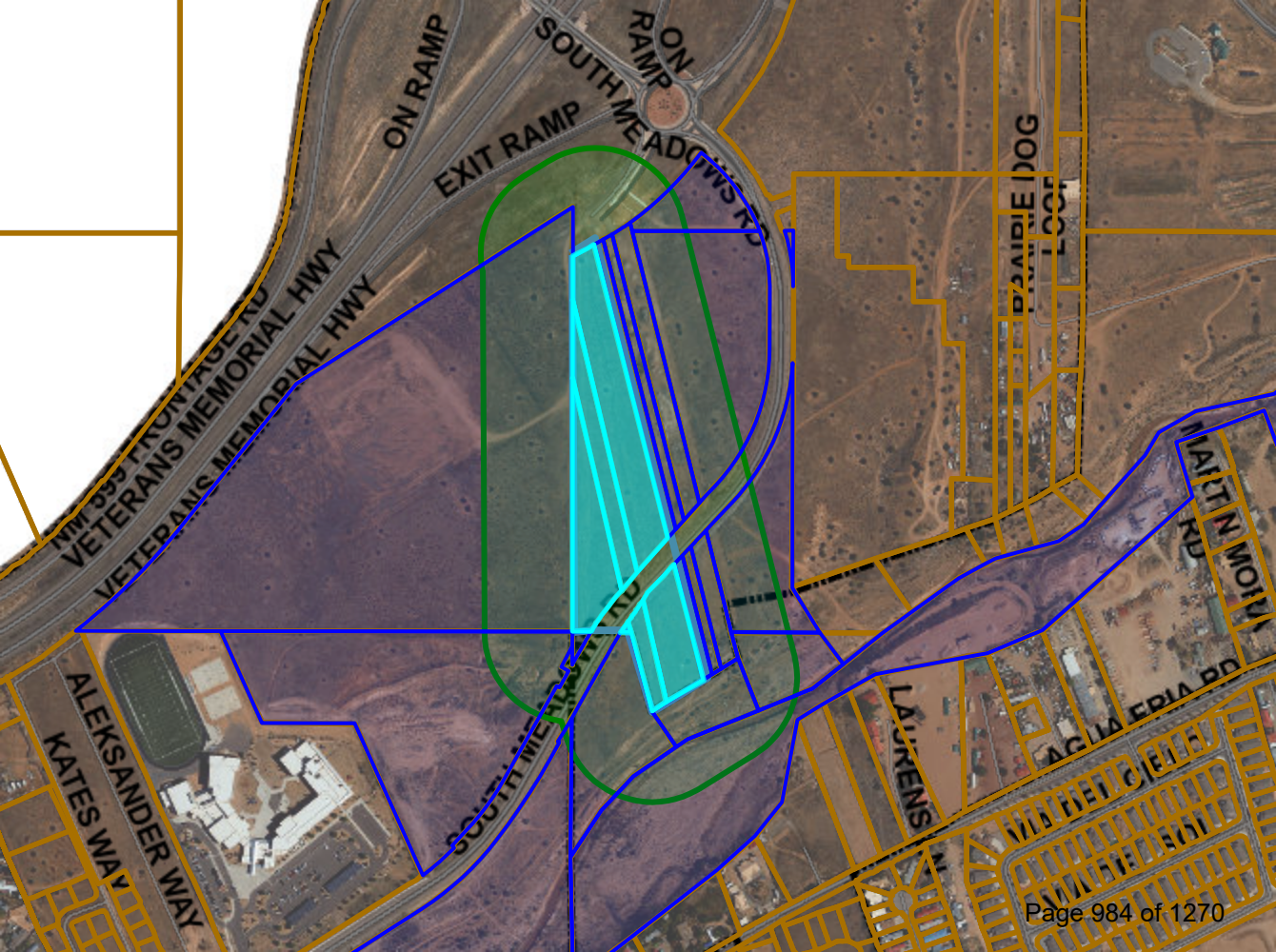
EARLY NEIGHBORHOOD NOTIFICATION MEETING NOTES

Dear City of Santa Fe Current Planning Division:

Sommer Karnes & Associates on behalf of Montoya y Garcia, LLC, held an Early Neighborhood Notification Meeting on Thursday, April 24, 2025 at 5:30PM via zoom to discuss a proposed General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-7.

City staff were the only attendees at this meeting. No public parties attended the meeting.

Early Neighborhood Notification is intended to provide for an exchange of information between prospective applicants for development projects and the project's neighbors before plans become too firm to respond meaningfully to input.


ON RAMP
SOUTH MEADOWS RD
ON RAMP
EXIT RAMP
VETERANS MEMORIAL HWY
VETERANS MEMORIAL HWY
NM 599 FRONTAGE RD
PRAIRIE DOG LOOP
MARTIN MORA RD
ALEKSANDER WAY
KATES WAY
SOUTH MEADOWS RD
LAURENS

(1) Parcel Number: 910008728
UPC: 1049097006028000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R 9E S31, LOT 17, 1.47 AC~
Acres: 1.47
Plat Book/Page: 745/023
Current Deed: 2011699 REC 05/09/2023
Previous Deed: 2010920 REC 04/27/2023
Neighborhood: SouthWest R1 to R4
Property Class: VAC

(2) Parcel Number: 99312180
UPC: 1049097015040000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R9E S31, TRACT 4, 1.652 AC~
Acres: 1.652
Plat Book/Page: 156/6
Current Deed: 2011699 05/09/2023
Previous Deed: 2010920 04/27/2023
Neighborhood: SouthWest R1 to R4
Property Class: VAC

(3) Parcel Number: 99312181
UPC: 1049097021053000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R9E S31, TRACT 3, 3.931 AC~
Acres: 3.931
Plat Book/Page: 156/6
Current Deed: 2010920 REC 04/27/2023
Previous Deed:
Neighborhood: SouthWest R1 to R4
Property Class: VAC

STORM RIVER, LLC
PO BOX 908
SANTA FE , NM 87504-0908

C.BREWER & CO, LLC
PO BOX 4175
SANTA FE , NM 87502-4175

STATE OF NEW MEXICO
PO BOX 2087
SANTA FE, NM 87504

CITY OF SANTA FE
200 LINCOLN AVE
SANTA FE , NM 87501-1904

SANTA FE COUNTY
PO BOX 276
SANTA FE , NM 87504-0276

FOREST SERVICE
301 DINOSAUR TRL
SANTA FE , NM 87508-1560

RODRIQUEZ, MILTON A (TRUST)
2378 CAMINO MELITON
SANTA FE, NM 87501

THE RODRIGUEZ TRUST & ETAL
2371 CAMINO MELITON
SANTA FE , NM 87507-3234

THE RODRIGUEZ TRUST
2371 CAMINO MELITON
SANTA FE , NM 87507-3234

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Santa Fe, NM 87507

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Santa Fe, NM 87507

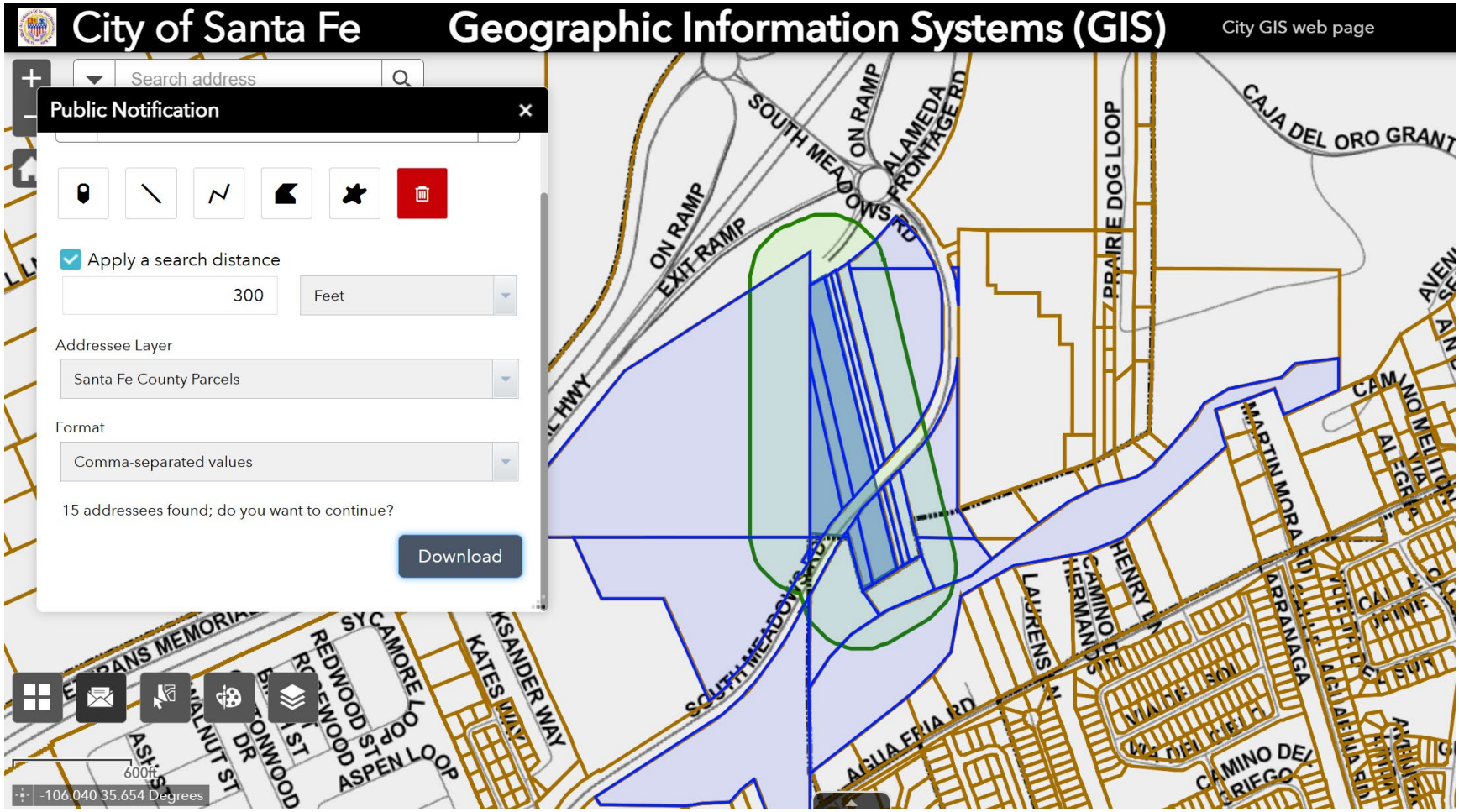
STORM RIVER, LLC OR TENANTS
2800 SOUTH MEADOWS RD
SANTA FE , NM 87507

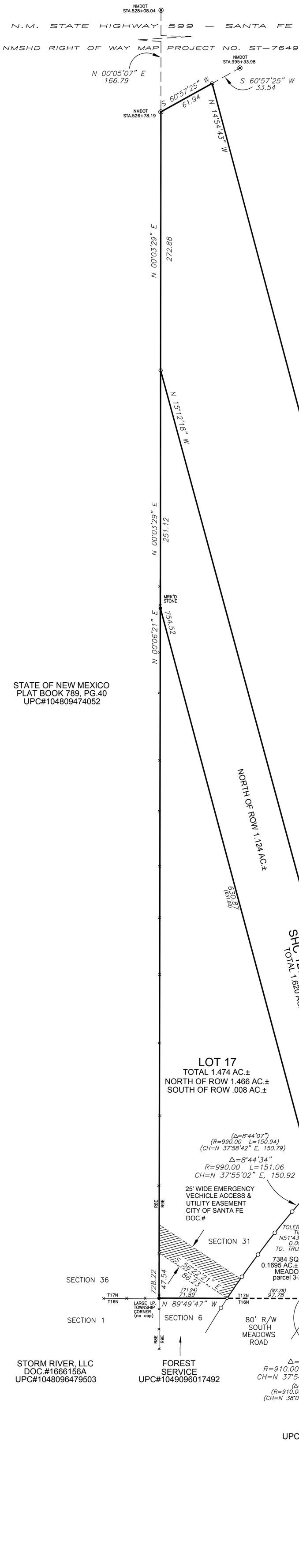
C.BREWER & CO, LLC OR TENANTS
2200 SOUTH MEADOWS RD
SANTA FE , NM 87507

FOREST SERVICE OR TENANTS
2300 SOUTH MEADOWS RD
SANTA FE , NM 87507

CITY OF SANTA FE OR TENANTS
2500 S MEADOWS RD
SANTA FE , NM 87507

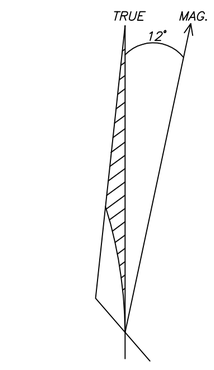
2780 South Meadows Road – 300’ Buffer





SANTA FE COUNTY PUBLIC NOTICE

THE SANTA FE COUNTY LAND USE ADMINISTRATOR HAS NOT REVIEWED THIS PLAT OF SURVEY BEFORE ITS FILING IN THE OFFICE OF THE COUNTY CLERK. THIS PLAT IS NOT BEING FILED FOR THE PURPOSE OF CREATING A SUBDIVISION OR NEW LOTS, ALTERING THE BOUNDARIES OF ANY EXISTING LOTS OR FOR THE PURPOSE OF "DEVELOPMENT" AS DEFINED IN THE SANTA FE COUNTY LAND DEVELOPMENT CODE, EXTRATERRITORIAL ZONING ORDINANCE OR EXTRATERRITORIAL SUBDIVISION REGULATIONS. THIS STATEMENT DOES NOT IN ANY WAY REPRESENT OFFICAL COUNTY APPROVAL OF THIS PLAT.



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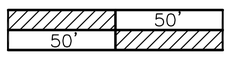


SCALE 1"=50'

LEGEND AND NOTES

- ● DENOTES POINT TOLER CAP NMPLS#11599 OR AS NOTED
- ○ DENOTES POINT SET THIS SURVEY
- ◦ DENOTES POINT CALCULATED
- ◉ DENOTES BLM OR NMDOT MONUMENT

DENOTES EDGE OF EASEMENT

DENOTES EDGE OF SOUTH MEADOWS ROW

DENOTES FENCE LINE

1. BASIS OF BEARING IS FROM "BOUNDARY SURVEY OF EXTERIOR DATA FOR LOTS AS SHOWN" BY RICHARD A. CHATROOP, NMPLS # 11011 AND FILED IN THE OFFFICE OF THE SANTA FE CO. CLERK IN PLAT BK.361, PG.042.
2. DATA IN ( ) IS FROM PLAT REFERENCE#5 WHERE IT DIFFERS FROM DATA SHOWN.
3. THIS PLAT IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

PLAT REFERENCES

THE FOLLOWING PLATS WERE USED IN THE DETERMINATION OF LOT LINES AND RIGHT-OF-WAYS AND ARE RECORD DOCUMENTS FOR THIS PLAT.

1. "PLAT OF SURVEY FOR RICHARD MONTOYA" BY RICHARD A. CHATROOP NMPLS#11011, AND FILED IN PLAT BOOK 264, PG. 030 ON JAN. 25TH, 1994. OFFICE OF THE COUNTY CLERK SANTA FE COUNTY, NEW MEXICO.
2. "TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN NEW MEXICO DEPENDENT RESURVEY AND SUBDIVISION OF SECTION AND SURVEY OF LOTS" BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SANTA FE, NEW MEXICO ACCEPTED 12/02/1993.
3. "TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN NEW MEXICO DEPENDENT RESURVEY AND SURVEY" BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SANTA FE, NEW MEXICO ACCEPTED 03/20/2007.
4. "SOUTH MEADOWS ROAD EXTENSION PROJECT" SANTA FE COUNTY PUBLIC WORKS DEPARTMENT, BY STEPHEN J. TOLER NMPLS#11599 DATED APRIL, 2007. FILED IN PLAT BOOK 743, PGS. 24 & 25 SANTA FE COUNTY CLERKS OFFICE.
5. "BOUNDARY SURVEY OF GOVERNMENT LOT 17" BY RICHARD A. CHATROOP NMPLS#11011, AND FILED IN PLAT BOOK 745, PG. 023 IN THE OFFICE OF THE COUNTY CLERK SANTA FE COUNTY, NEW MEXICO.

8. "NEW MEXICO STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP NEW MEXICO PROJECT NO. ST-7649(203)-2 SANTA FE COUNTY" , BY THOMAS G. KLINGENHAGEN NMPLS#5978.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON JULY 18TH, 2024, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE STANDARDS FOR PROFESSIONAL LAND SURVEYORS PRACTICING IN NEW MEXICO.

_____

RICHARD A. CHATROOP N.M.P.L.S.#11011

SOUTH MEADOWS ROW INFO

CURVE TABLE					
CURVE	ARC	RADIUS	CHORD	LENGTH	DELTA
C1	18.74	990.00	N42°49'51"E	18.74	1°05'04"
C2	69.42	910.00	N41°07'23"E	69.40	4°22'15"

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the _____ day of _____ A.D. 20_____, at _____ o'clock _____ m. and was duly recorded in book _____ page_____ of the records of Santa Fe County.
Witness my Hand and Seal of Office
Katharine Clark
County Clerk, Santa Fe County,N.M.

_____
Deputy

BOUNDARY SURVEY OF REMAINING PORTIONS OF

GOVERNMENT LOT 17, SHC 1255 1/2 TR.5 & SHC 1178

LYING WITHIN SECTION 31, T17N, R9E, & SEC.6, T16N, R9E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO.

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
(505) 470-0037 110 WAGON TRAIL RD. CERRILLOS, NM. 87010

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: MONTOYA Y GARCIA, LLC UPC#1049097015040-SHC 1255 1/2 TR5 UPC#1049097021053-SHC 1178, UPC#1049097006028-L17

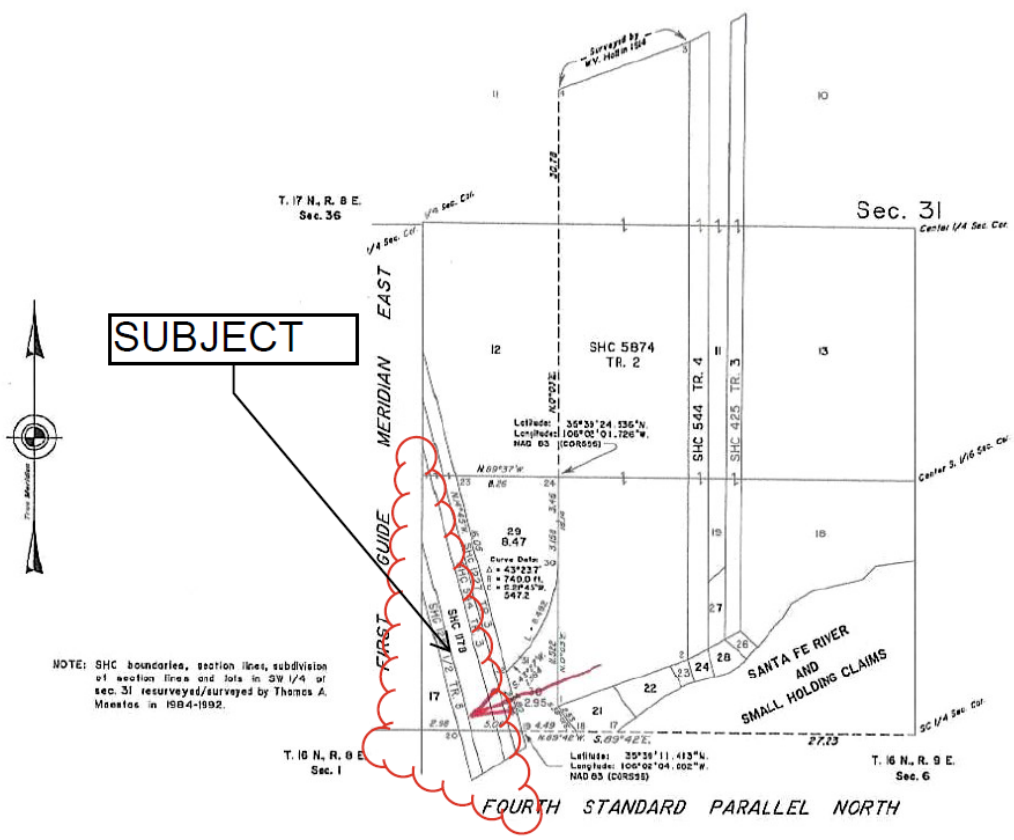
LOCATION: LYING WITHIN SECTION 31, T17N, R9E, & SEC.6, T16N, R9E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO.

Lot of Record

ORIGINAL

TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

DEPENDENT RESURVEY AND SURVEY



NOTE: SHC boundaries, section lines, subdivision of section lines and lots in SW 1/4 of sec. 31 resurveyed/surveyed by Thomas A. Maestas in 1984-1992.

A history of surveys and additional information are contained in the field notes.

This plat represents the dependent resurvey of certain small holding claim boundaries in section 31, a portion of the subdivision of section 31 and a certain lot boundary in section 31, designed to restore the corners in their true original locations according to the best available evidence, and a metes-and-bounds survey in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911, November 16, 1917, December 2, 1993, and August 25, 2000.

Survey executed by William F. Olver, Cadastral Surveyor, beginning December 19, 2006 and completed December 19, 2006, pursuant to Special Instructions dated and approved December 18, 2006, for Group No. 1058, New Mexico.

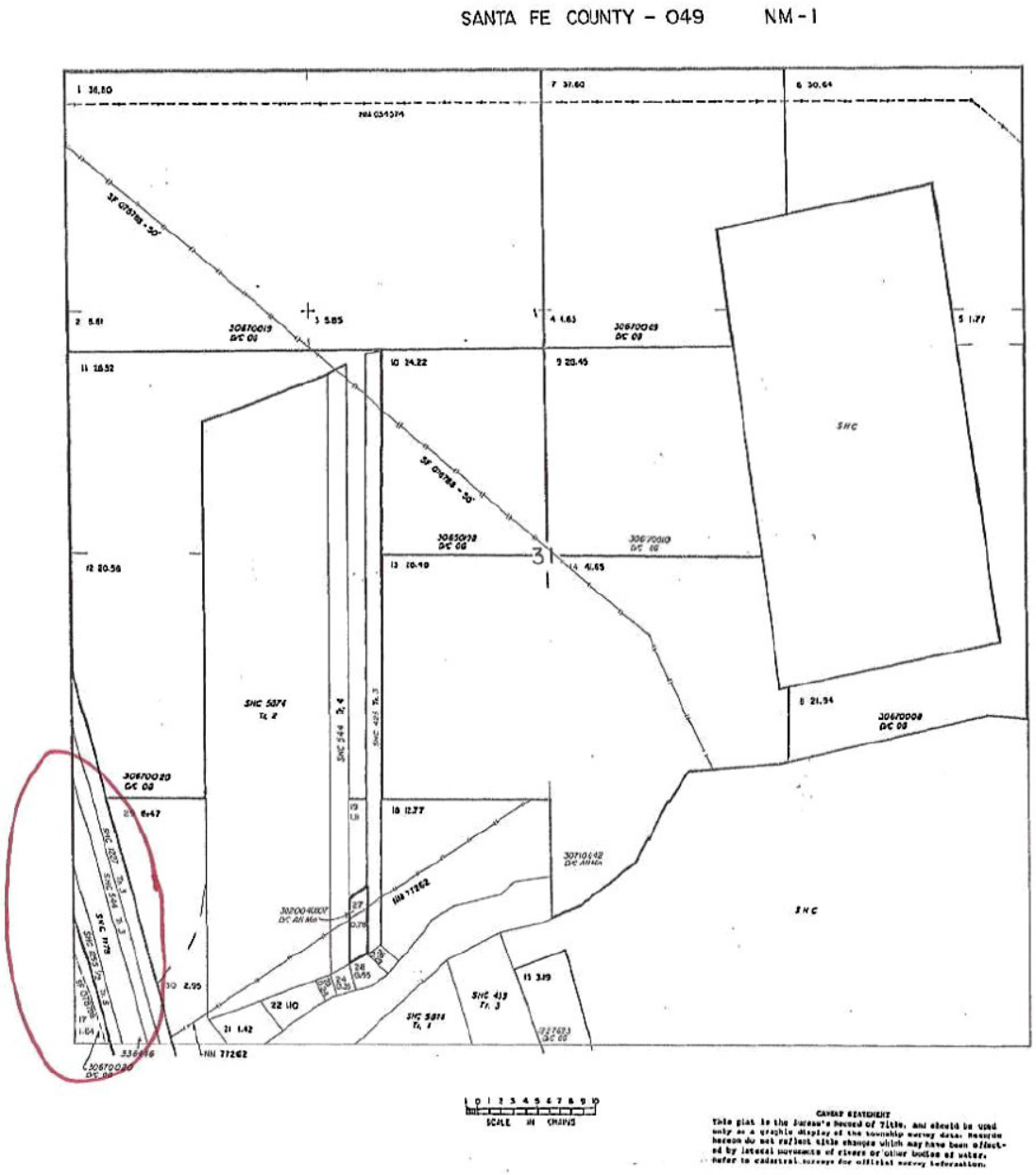
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Santa Fe, New Mexico — March 20, 2007

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

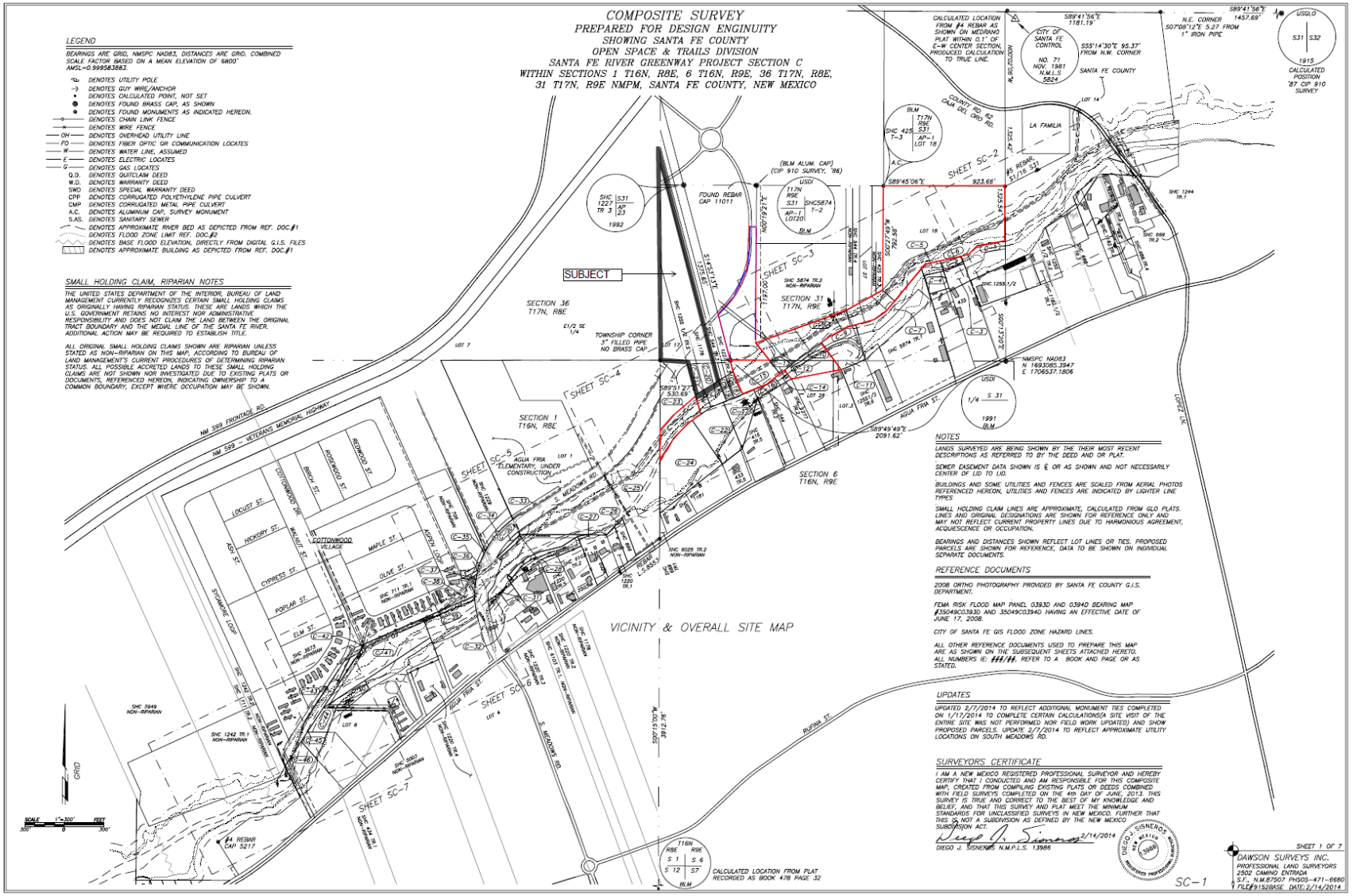
For the Director

Chief Cadastral Surveyor for New Mexico



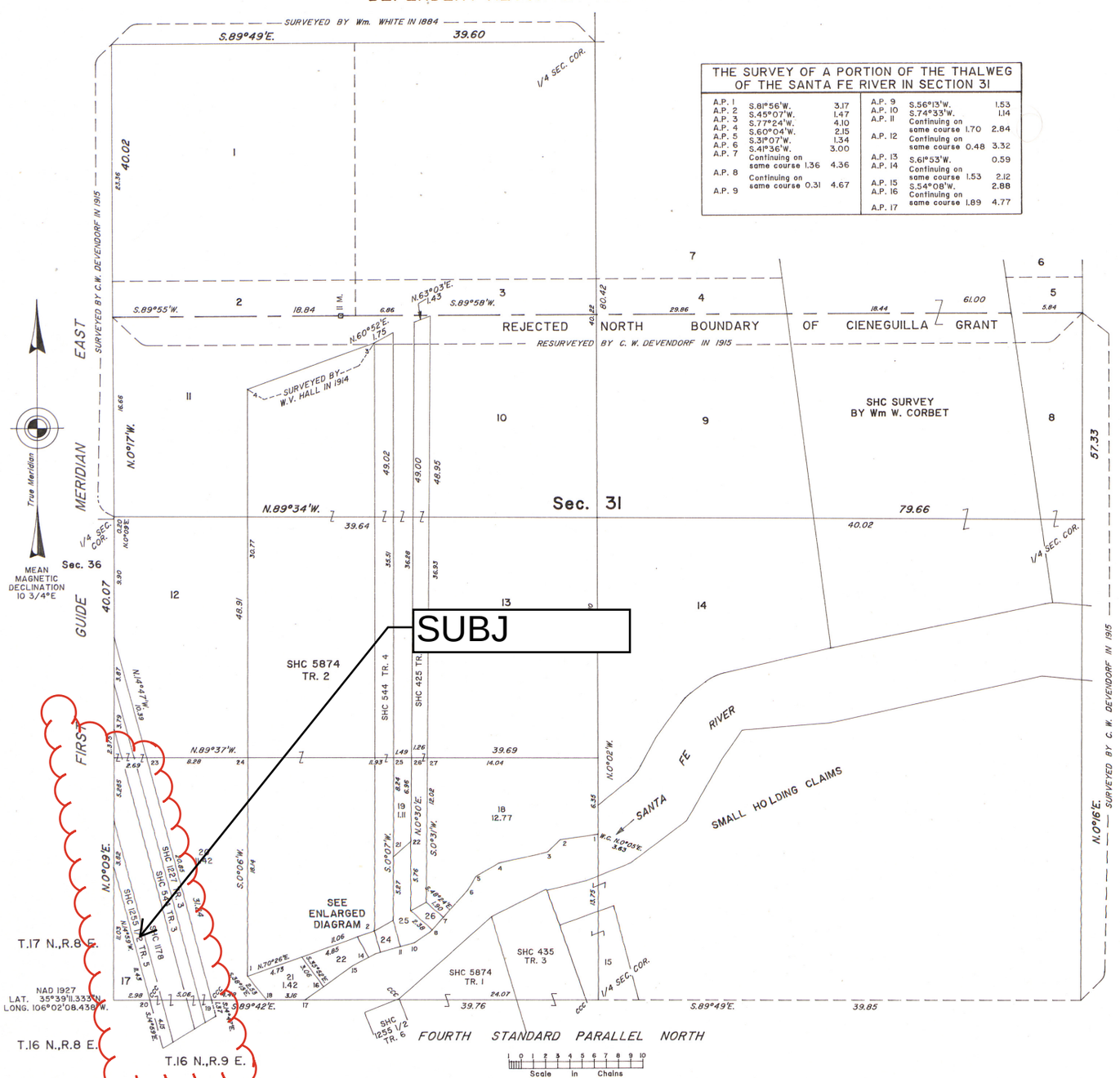
MTP SUPPL. SEC. 31

MISCELLANEOUS INDEX

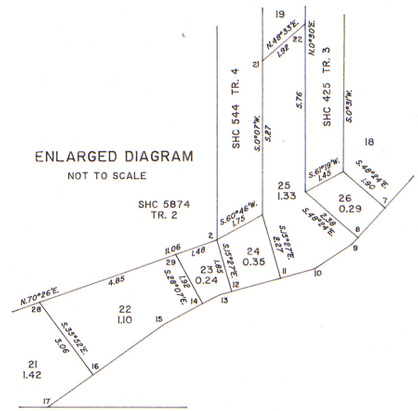

COMPOSITE SURVEY
PREPARED FOR DESIGN ENGINUITY
SHOWING SANTA FE COUNTY
OPEN SPACE & TRAILS DIVISION
SANTA FE RIVER GREENWAY PROJECT SECTION C
WITHIN SECTIONS 1 T16N, R8E, 6 T16N, R9E, 36 T17N, R8E,
31 T17N, R9E NMPM, SANTA FE COUNTY, NEW MEXICO
LEGEND
SMALL HOLDING CLAIM, RIPARIAN NOTES
SUBJECT
SECTION 36 T17N, R8E
SECTION 31 T17N, R9E
SECTION 1 T16N, R8E
SECTION 6 T16N, R9E
VICINITY & OVERALL SITE MAP
NOTES
REFERENCE DOCUMENTS
UPDATES
SURVEYORS CERTIFICATE
DIEGO J. SISNEROS N.M.P.L.S. 13986
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
S.F., N.M.87507 PH505-471-6660
SHEET 1 OF 7
SC-1

TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

DEPENDENT RESURVEY AND SUBDIVISION OF SECTION AND SURVEY OF LOTS



THE SURVEY OF A PORTION OF THE THALWEG OF THE SANTA FE RIVER IN SECTION 31					
A.P. 1	S.81°56'W.	3.17	A.P. 9	S.56°13'W.	1.53
A.P. 2	S.45°07'W.	1.47	A.P. 10	S.74°33'W.	1.14
A.P. 3	S.77°24'W.	4.10	A.P. 11	Continuing on same course 1.70	2.84
A.P. 4	S.60°04'W.	2.15	A.P. 12	Continuing on same course 0.48	3.32
A.P. 5	S.31°07'W.	1.34	A.P. 13	S.61°53'W.	0.59
A.P. 6	S.41°36'W.	3.00	A.P. 14	Continuing on same course 1.53	2.12
A.P. 7	Continuing on same course 1.36	4.36	A.P. 15	S.54°08'W.	2.88
A.P. 8	Continuing on same course 0.31	4.67	A.P. 16	Continuing on same course 1.89	4.77
A.P. 9			A.P. 17		



A history of surveys is contained in the field notes.

This plat represents the dependent resurvey of a portion of the Fourth Standard Parallel North, a portion of the First Guide Meridian East, and certain small holding claim boundaries in section 31, designed to restore the corners in their true original location according to the best available evidence, and the subdivision of section 31, the survey of a portion of the thalweg of the Santa Fe River in section 31, and the survey of certain lot boundaries in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911 and September 26, 1919.

Survey executed by Thomas A. Maestas, Cadastral Surveyor, beginning January 10, 1984, and completed April 18, 1992, pursuant to Special Instructions dated August 18, 1993, for Group No. 826, New Mexico.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Santa Fe, New Mexico December 2, 1993

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Chief Cadastral Surveyor for New Mexico

RED

FUTURE LAND USE

EXISTING MEDIUM DENSITY 7-12 DU/AC
NO CHANGE PROPOSED

EXISTING HIGH DENSITY RESIDENTIAL 12-29 DU/AC

SUBJ

EXISTING LOW DENSITY 3-7 DU/AC
NO CHANGE PROPOSED

EXISTING VERY LOW DENSITY (1-3DU/AC)
PROPOSED LOW DENSITY (3-7 DU/AC)

EXISTING HIGH DENSITY RESIDENTIAL 12-29 DU/AC

EXISTING OPEN SPACE
NO CHANGE PROPOSED

NM 599 FRONTAGE RD
VETERANS MEMORIAL HWY
ON RAMP
EXIT RAMP
SOUTH MEADOWS RD
PRAIRIE DOG LOOP
ALEKSANDER DR
KATES WAY
ALEKSANDER WAY
AVENIDA ANGELES
HENRY LN
LAURENS LN
CALLE LARRANAGA
VIA DEL SIELO

2/26/2025, 10:55:32 AM

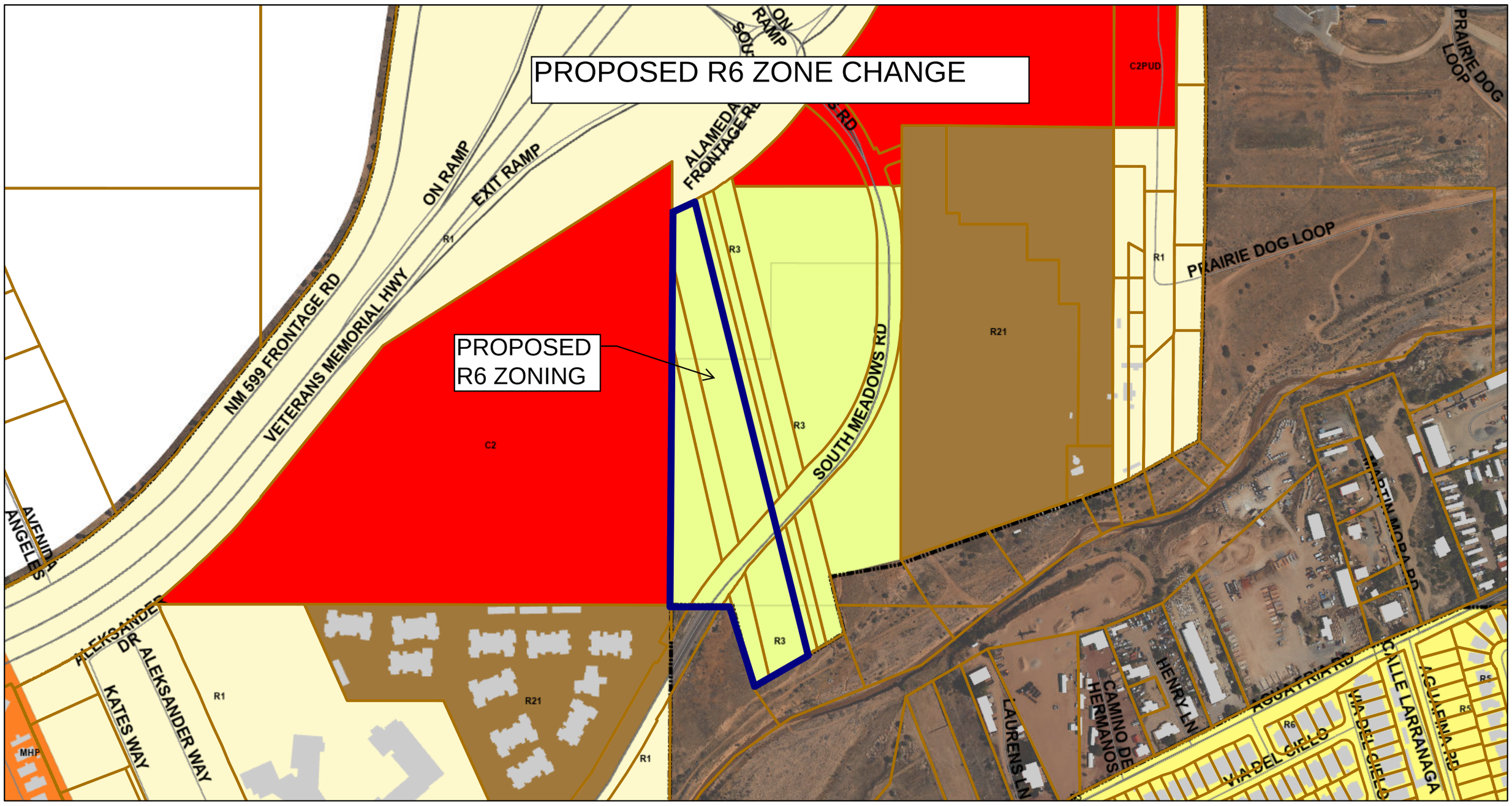
1:4,514

0 0.04 0.09 0.18 mi
0 0.05 0.1 0.2 km

Santa Fe County Parcels

Future Land Use
- 1 dwelling per acre
- 1-3 dwellings per acre
- 3-7 dwellings per acre
- 7-12 dwellings per acre
- 12-29 dwellings per acre
- Community Commercial
- Neighborhood Center
- Transitional Mixed Use
- Public/Institutional
- Open Space
- Building Footprint
- Major Roads
- Roads
- Parcels
- City Limits

Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS



2/26/2025, 10:50:34 AM

1:4,514

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

- Santa Fe County Parcels
- Building Footprint

Zoning

- R1, (PUD) Single- Family 1du/ac.
- R3, (PUD) Single - Family 3du/ac
- R5, (DT), (PUD), (AC), R6, (PUD) Single - Family 5-6du/ac
- R21, (PUD) Multiple - Family 21du/ac
- MHP Mobile Home Park
- C2, (PUD) General Commercial
- Major Roads
- Roads
- Parcels
- City Limits

Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

Connett Fleming West, Inc.
ENGINEERS AND PLANNERS

TITLE SHEET
RIGHT-OF-WAY MAPS
SOUTH MEADOWS ROAD EXTENSION PROJECT

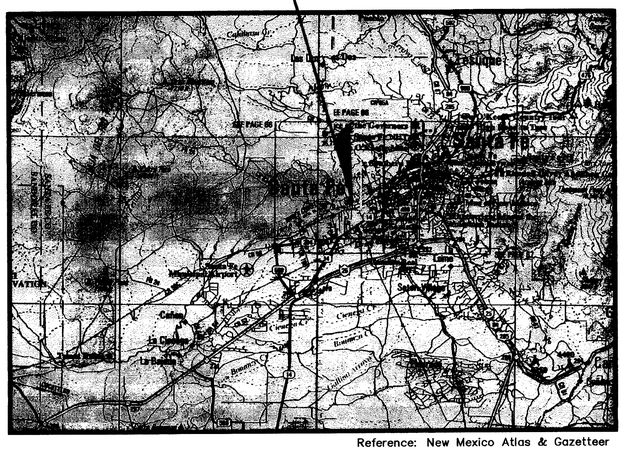
LENGTH OF PROJECT = 0.9497 MILES

LENGTH OF ROW = 0.9050 MILES

INDEX OF SHEETS	
No.	DESCRIPTION
1	TITLE SHEET
1A	PARCEL BLOCK SHEET
2	POB STA. 19+55.99 TO STA. 36+00.00
3	STA. 36+00.00 TO POE STA. 52+00.00
4	STA. 52+00.00 TO POE STA. 69+70.44

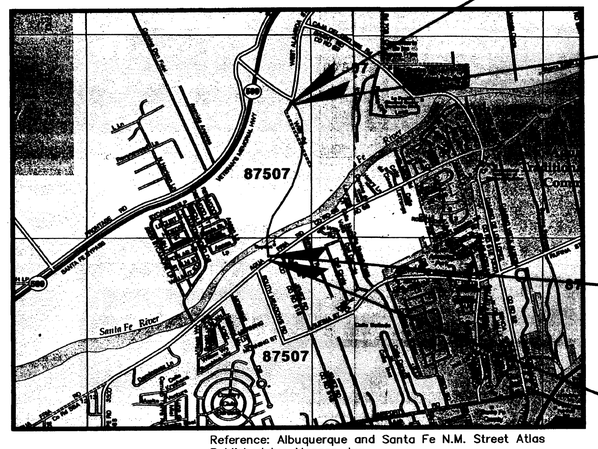
743021

PROJECT SITE



Reference: New Mexico Atlas & Gazetteer
Issued by: DeLorme

VICINITY MAP



Reference: Albuquerque and Santa Fe N.M. Street Atlas
Published by: Mapsco, Inc.

LOCATION MAP

CONST. ℄ Station 69+70.44
End Construction

CONST. ℄ Station 68+01.16
End Right-of-Way

CONST. ℄ Station 20+22.64
Begin Right-of-Way

CONST. ℄ Station 19+55.99
Begin Construction

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			

1664116
COUNTY OF SANTA FE
STATE OF NEW MEXICO } SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 23 DAY OF [illegible] A.D. 2012 AT 1:04 O'CLOCK [illegible] AND WAS DULY RECORDED IN BOOK 743 PAGE 21-25 OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
VALERIE ESPINOZA
COUNTY CLERK, SANTA FE COUNTY N.M.
DEPUTY

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY
NO SCALE SHEET 1 OF 4

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052

Surveying Control, Inc
Specializing in Control Surveys
[illegible] Madison St. N.E.
Albuquerque, N.M. 87108
[illegible]

Gannett Fleming West, Inc.
ENGINEERS AND PLANNERS

PARCEL BLOCK SHEET

RIGHT-OF-WAY ACQUISITION

PARCEL NUMBER	OWNER	AREA ACRES	AREA SQ. FT.	AREA REMAINDER ACRES	LARGER PARCEL ACRES	NRW ACRES
2-1	Leeder Construction Inc.	0.3264	14,216	5.0636	5.3900	
2-2	R.L. Leeder Headquarters, LLC	0.0273	1,189	2.7567	2.7840	
2-3	R.L. Leeder Headquarters, LLC	0.0107	465	2.7733	2.7840	
2-4	Cottonwood Village Community, LLC	0.0022	95	76.2178	76.220	
2-5	R.L. Leeder Residential Land, LLC	0.9090	39,595	0.1495 (North) 2.2925 (South) 2.4420 (Total)	3.3510	
2-6	Roddy Leeder	0.1039	4,528	4.0901	4.1940	
2-7	Patricia Romero Landin and Joseph Dominick aka Joe Dominick	0.0398	1,736	34.1862	34.226	
2-8	Roddy Ledder	0.7397	32,222	0.6354 (North) 0.1270 (South) 0.7624 (Total)	1.5021	
2-9	Suerte Del Sur, LLC	3.3214	144,680	38.4056	41.7270	
3-1	Bureau of Land Management	0.4353	18,964	0.1007 (North)* 2.9440 (South) 3.0447 (Total)	3.4800	
3-2	Estate of Richard Paul Montoya c/o Rita B. Montoya	0.1692	7,369	1.4662 (North) 0.0081 (South) 1.4743 (Total)	1.6435	
3-3	Heirs of Vicente Carillo - Unknown	0.1489	6,487	1.6262	1.7751	
3-4	Hiers of Juan Lopez - Unknown	0.2718	11,839	24.3482	24.6200	
4-1	George L. Rodriguez and Shirley A. Rodriguez James A. Rodriguez and Janell Rodriguez Robert A. Rodriguez and Elaine Rodriguez Regina M. Rodriguez	0.0667	2,906	1.0046	1.0713	
4-2	George L. Rodriguez and Shirley A. Rodriguez James A. Rodriguez and Janell Rodriguez Robert A. Rodriguez and Elaine Rodriguez Regina M. Rodriguez	0.0669	2,914	1.0002	1.0671	
4-3	Milton A. Rodriguez	0.1448	6,308	2.1508	2.2956	
4-4	Estate of Richard Paul Montoya	0.6641	28,928	3.4364	4.1005	

* North remainder area of Parcel 3-1 includes the area of 3-CME-3, 0.324 Acres.

CME PARCEL BLOCK

PARCEL NUMBER	OWNER	AREA OF TAKE ACRES	AREA OF TAKE SQ. FT.
2-CME-1	Roddy Leeder	0.0540	2,353
3-CME-1	Suerte Del Sur, LLC	0.0187	815
3-CME-2	Suerte Del Sur, LLC	0.0456	1,987
3-CME-3	Bureau of Land Management	0.0324	1,413
3-CME-4	Bureau of Land Management	0.0138	600
4-CME-1	Bureau of Land Management	0.0137	597

TCP PARCEL BLOCK

PARCEL NUMBER	OWNER	AREA OF TCP ACRES	AREA OF TCP SQ. FT.
2-TCP-1	Suerte Del Sur, LLC	0.0083	360
2-TCP-2	Roddy Leeder	0.0508	2,213
3-TCP-1	Suerte Del Sur, LLC	0.0096	420

LARGER PARCEL AREAS SHOWN DERIVED FROM:

COPIED FROM RECORD PLAT AND/OR RECORD DEED:
2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-9, 3-1, 3-3, 3-4

FIELD SURVEY DATA:
2-8, 3-2, 4-1, 4-2, 4-3, 4-4

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)

NO.	DESCRIPTION	DATE	BY
1	ADD 2-CME-1	10/01/07	SJT
2	ADD 2-TCP-2	10/01/07	SJT
3			

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

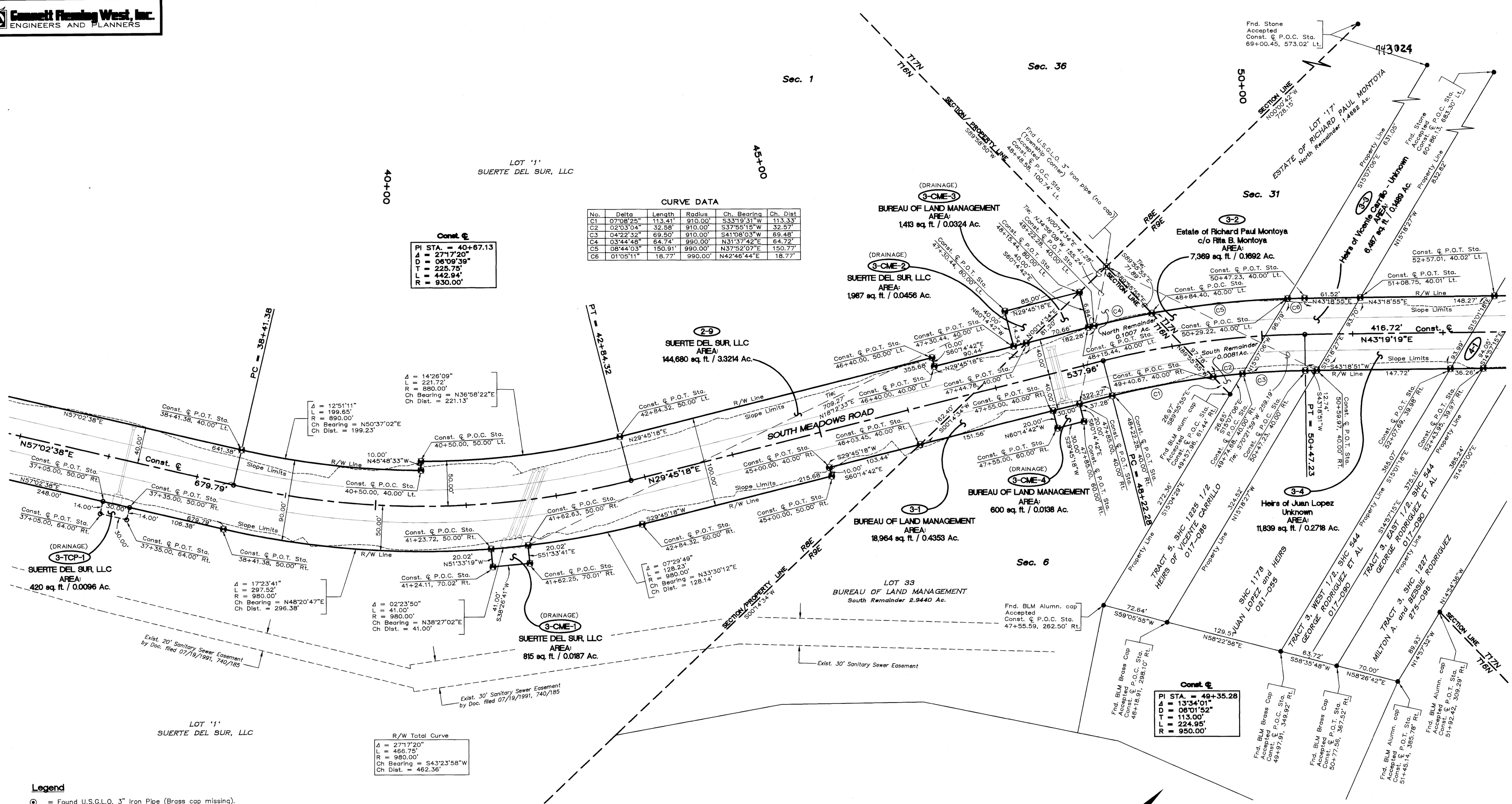
SANTA FE COUNTY

SHEET 1A OF 4

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052

Surveying Control, Inc
Consulting for Control Surveys
Albuquerque, N.M. 87108
(505)266-0935

Connell Fleming West, Inc.
ENGINEERS AND PLANNERS


Sec. 1
Sec. 36
Sec. 31
Sec. 6
T17N
T16N
R8E
R9E
SECTION LINE / PROPERTY LINE S89°58'50"W
SECTION LINE N00°00'42"W 728.15'
SECTION / PROPERTY LINE N00°14'34"E 300'±
40+00
45+00
50+00
LOT '1'
SUERTE DEL SUR, LLC
LOT '17'
ESTATE OF RICHARD PAUL MONTOYA
North Remainder 1.4686 Ac.
LOT 33
BUREAU OF LAND MANAGEMENT
South Remainder 2.9440 Ac.
Fnd. Stone Accepted Const. ℄ P.O.C. Sta. 69+00.45, 573.02' Lt.
Fnd. U.S.G.L.O. 3" iron pipe (no cap) (Township Corner) Accepted ℄ P.O.C. Sta. 48+48.56, 100.74' Lt.
Fnd. Stone Accepted Const. ℄ P.O.C. Sta. 60+86.13, 683.30' Lt.
Fnd. BLM Alumn. cap Accepted Const. ℄ P.O.C. Sta. 47+55.59, 262.50' Rt.
Tie: N34°56'06"W 1852.28'
Tie: N60°14'42"E 41.29'
Tie: S89°55'55"E 71.89'
Property Line S15°07'06"E 631.05'
Property Line 852.62'
Property Line N15°18'27"W 324.52'
Property Line N15°18'27"W 385.07'
Property Line S14°57'15"E 375.16'
Property Line S14°55'00"E 385.24'
Property Line S15°01'18"E 394.07'
Property Line S15°01'18"E 394.07'
Property Line S15°01'18"E 394.07

Connett Fleming West, Inc.
ENGINEERS AND PLANNERS

743025

N.M.D.O.T. "D5SF2-10" Iron Pipe with Aluminum cap
N.M.S.H.D. Control Point
Y = 1695,516.18
X = 2,006,795.98
NAD 83 (1992) Central Zone
Grid Factor = 0.99981
Tie: S29°56'23"W 3136.50' (Ground)

Const. ℄ P.O.E. Sta. 69+70.44

N.M. 599 FRONTAGE ROAD
(N.M.P. # ST-7649 (203)-2)

N15°01'52"W

PT = 68+07.96

Const. ℄ End R/W Sta. 68+01.16

Existing R/W Line

Const. ℄ P.O.T. Sta. 67+98.76, 36.34' Lt.

Const. ℄ P.O.C. Sta. 68+01.16, 43.78' Rt.

Const. ℄ P.O.C. Sta. 68+03.44, 144.68' Rt.

Const. ℄ P.O.T. Sta. 64+55.35, 37.26' Rt.

Const. ℄ P.O.T. Sta. 64+54.36, 42.98' Lt.

Const. ℄ P.O.T. Sta. 62+02.56, 40.06' Lt.

Const. ℄ P.O.T. Sta. 59+94.12, 40.06' Lt.

Const. ℄ P.O.T. Sta. 55+16.25, 59.95' Rt.

Const. ℄ P.O.C. Sta. 55+15.86, 39.95' Rt.

Const. ℄ P.O.C. Sta. 55+44.26, 39.95' Rt.

Const. ℄ P.O.C. Sta. 55+43.89, 59.95' Rt.

Const. ℄ P.O.T. Sta. 54+63.91, 39.96' Rt.

Const. ℄ P.O.T. Sta. 54+65.91, 40.04' Lt.

Const. ℄ P.O.T. Sta. 54+08.74, 40.04' Lt.

Const. ℄ P.O.T. Sta. 53+93.41, 40.03' Lt.

Const. ℄ P.O.T. Sta. 53+29.88, 40.03' Lt.

Const. ℄ P.O.T. Sta. 53+59.20, 39.96' Rt.

Const. ℄ P.O.T. Sta. 52+57.01, 40.02' Lt.

Const. ℄ P.O.T. Sta. 52+43.95, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+43.95, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+60.35, 39.97' Rt.

Const. ℄ P.O.C. Sta. 52+43.95, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+43.95, 39.97' Rt.

PC = 54+63.95

PC = 62+15.65

PT = 63+93.45

PC = 64+96.59

PT = 59+94.12

55+00

60+00

65+00

Const. ℄
PI STA. = 57+42.48
Δ = 43°23'41"
D = 08°11'06"
T = 278.53'
L = 530.17'
R = 700.00'

Const. ℄
PI STA. = 63+04.54
Δ = 20°22'28"
D = 11°27'33"
T = 89.85
L = 177.80'
R = 500.00'

Const. ℄
PI STA. = 66+55.87
Δ = 29°44'02"
D = 09°32'57"
T = 159.28'
L = 311.37'
R = 600.00'

Δ = 03°57'01"
L = 70.66'
R = 1024.93'
Ch Bearing = N57°00'55"E
Ch Dist. = 70.65'

Δ = 16°10'31"
L = 289.35'
R = 1024.93'
Ch Bearing = N46°57'09"E
Ch Dist. = 288.39'

Δ = 36°49'05"
L = 475.52'
R = 740.00'
Ch Bearing = S18°20'13"W
Ch Dist. = 467.38'

Δ = 43°23'41"
R = 660.00'
Ch Bearing = N21°37'29"E
Ch Dist. = 488.01'

Δ = 54°15'11"
L = 624.50'
R = 660.00'
Ch Bearing = S41°11'44"W
Ch Dist. = 601.56'

Δ = 07°19'23"
L = 94.92'
R = 740.00'
Ch Bearing = N37°54'27"E
Ch Dist. = 94.86'

Δ = 25°54'00"
L = 237.32'
R = 525.00'
Ch Bearing = N13°01'21"W
Ch Dist. = 235.31'

Δ = 21°12'52"
L = 214.57'
R = 605.00'
Ch Bearing = S11°10'47"E
Ch Dist. = 213.40'

Δ = 03°02'44"
L = 32.16'
R = 605.00'
Ch Bearing = S23°48'35"E
Ch Dist. = 32.16'

Δ = 30°57'12"
L = 326.91'
R = 605.00'
Ch Bearing = S38°21'03"E
Ch Dist. = 323.06'

Δ = 30°59'17"
L = 324.46'
R = 600.00'
Ch Bearing = N31°30'39"W
Ch Dist. = 320.55'

Δ = 103.14'
Ch Bearing = S20°26'50"E

Tie: S59°10'41"W 431.24'
Tie: S55°51'07"W 543.02'
Tie: S52°51'04"W 699.33'
Tie: S27°22'53"W 1458.69'

U.S.G.L.O. 3" iron pipe (no cap)
(Township Corner)
Accepted
Const. ℄ P.O.C. Sta.
48+48.58, 100.74' Lt.

Fnd. N.M.S.H.D. Alumn. cap
Accepted
Const. ℄ P.O.T. Sta.
68+66.23, 483.93' Lt.

Fnd. 3" pipe (no cap)
Accepted
Const. ℄ P.O.C. Sta.
68+13.71, 400.03' Lt.

Fnd NMSHD alumn. cap
Accepted
Const. ℄ P.O.C. Sta.
67+96.33, 99.37' Lt.

Fnd. BLM Alumn. cap
Accepted
Const. ℄ P.O.T. Sta.
51+92.42, 309.29' Rt.

Fnd BLM brass cap
Accepted
Const. ℄ P.O.T. Sta.
59+94.11, 40.00' Rt.

Fnd capped iron pin "DSI 7014"
Accepted
Const. ℄ P.O.T. Sta.
62+02.52, 39.94' Rt.

Fnd capped iron pin "DSI 7014"
Accepted
Const. ℄ P.O.T. Sta.
64+23.25, 39.94' Rt.

Fnd BLM brass cap
Accepted
Const. ℄ P.O.T. Sta.
64+07.34, 81.13' Rt.

Property Line
N15°07'06"W 631.05'

TRACT 5, SHC 1225 1/2
VICENTE CARRILLO AND HEIRS

Property Line
N15°18'27"W 832.82'

SHC 1178
HEIRS OF JUAN LOPEZ
021-055

TRACT 3, WEST 1/2, SHC 544
GEORGE RODRIGUEZ ET AL

TRACT 3, EAST 1/2, SHC 544
GEORGE RODRIGUEZ ET AL

TRACT 3, SHC 1227
MILTON A. and BESSIE RODRIGUEZ
275-096

Property Line
N15°01'18"W 1021.42'

Property Line
N14°57'15"W 1010.81'

Property Line
N14°55'00"W

Property Line
N14°54'36"W 966.26'

Property Line
S89°41'24"E 220.86'

Property Line
N00°04'18"E 243.03'

Property Line
N89°41'24"W 192.18'

Property Line
N00°04'22"W 208.44'

Property Line
N00°04'22"W 228.47'

Property Line
S00°04'22"E

Property Line
S89°39'28"E

Property Line
N89°55'52"E

Sec. 31
Lot 20

Lot 12

(Dedicated Area)
80' Wide Parcel
Dedicated to Santa Fe County
Per Exhibit "A"
(7145/C-20, 08/2206)

Const. ℄
N00°04'22"W 221.53'

SOUTH MEADOWS ROAD

Slope Limits

Existing R/W Line

80.00' R/W Line

90.00' R/W Line

24.94'
N14°54'36"W

N38°51'25"E 162.48'

N38°51'25"E 36.25'

N38°51'25"E 36.36'

N38°51'25"E 43.79'

N38°51'25"E 40.15'

S38°51'25"W 100.22'

S89°41'24"W 87.83'

S89°41'24"E 44.91'

S89°41'24"E 103.14'

S20°26'50"E

S15°01'18"E 148.27'

S15°01'18"E 36.39'

S43°18'55"E 36.26'

S43°18'51"W 94.05'

S43°18'51"W 94.09'

S43°18'55"E 726.87'

S43°18'55"E 55.17'

S43°19'19"E 94.10'

S43°19'19"E 416.72'

S43°19'19"E 104.71'

S43°18'51"W 316.79'

S43°18'51"W 78.88'

N14°54'36"W 94.09'

N14°55'00"W 36.40'

N14°54'36"W 94.10'

N14°54'36"W 316.79'

Property Line

Tie: S29°56'23"W 3136.50' (Ground)

Fnd. BLM brass cap
Accepted
Const. ℄ P.O.T. Sta.
59+94.11, 40.00' Rt.

Fnd capped iron pin "DSI 7014"
Accepted
Const. ℄ P.O.T. Sta.
62+02.52, 39.94' Rt.

Fnd BLM brass cap
Accepted
Const. ℄ P.O.T. Sta.
64+07.34, 81.13' Rt.

Fnd capped iron pin "DSI 7014"
Accepted
Const. ℄ P.O.T. Sta.
64+23.25, 39.94' Rt.

(DRAINAGE)
4-CME-1
BUREAU OF LAND MANAGEMENT
AREA:
597 Sq. Ft. / 0.0137 Ac.

4-3
Milton A. Rodriguez
AREA:
6,308 Sq. Ft. / 0.1448 Ac.

3-4
Heirs of Juan Lopez
Unknown
AREA:
11,839 sq. ft. / 0.2718 Ac.

4-1
George L. Rodriguez and Shirley A. Rodriguez
James A. Rodriguez and Janell Rodriguez
Robert A. Rodriguez and Elaine Rodriguez
Regina M. Rodriguez
AREA:
2,906 Sq. Ft. / 0.0667 Ac.

4-2
George L. Rodriguez and Shirley A. Rodriguez
James A. Rodriguez and Janell Rodriguez
Robert A. Rodriguez and Elaine Rodriguez
Regina M. Rodriguez
AREA:
2,914 Sq. Ft. / 0.0669 Ac.

4-4
Estate of Richard Paul Montoya
AREA:
28,928 Sq. Ft. / 0.6641 Ac.

Legend

- ⊙ = Found U.S.G.L.O. 3" Iron Pipe (Brass cap missing).
- ● = Found monument on existing Right-of-Way and/or Property Line(s) as noted.
- ○ = Calculated point on existing Right-of-Way and/or Property Line.
- ◈ = Monument to be set in new Right-of-Way line upon completion of construction.
- = Right-of-Way secured by N.M.P. # ST-7649 (203)-2.
- = Right-of-Way secured by agreement between Santa Fe County and the Bureau of Land Management.

Surveyor's Certificate

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE R/W MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION IN JANUARY AND APRIL OF 2007. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT-OF-WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT-OF-WAY REQUIRED BY THE SOUTH MEADOWS EXTENSION PROJECT.

7-16-07

Stephen C. Toler, N.M.P.S. 11599 — Date
131 Madison St., N.E.
Albuquerque, N.M. 87108
(505) 266-0935

STEPHEN JAMES TOLER — NEW MEXICO — 11599 — REGISTERED PROFESSIONAL SURVEYOR

General Notes

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES (PROJECT CF = 1.000414431).
2. BEARINGS ARE REFERRED TO GRID NORTH, NEW MEXICO COORDINATE SYSTEM – CENTRAL ZONE, NAD83(1992).
3. BASIS OF BEARING – N 45°57'42" E, FROM THE N.M.D.O.T. CONTROL MONUMENT "D5SF2-11" TO THE N.M.D.O.T. CONTROL MONUMENT "D5SF2-10"AS SHOWN ON THE GPS CONTROL MAP FOR N.M.P. # IM-NH-025-5(102)277, N.M.P. # WIPP-599-1(102), AND N.M.P. # NH-084-2(12)161, SAID CONTROL MAP BEING PREPARED BY WILLIAM A. BOWERS, N.M.P.S. 11765, DATED 3/23/06.
4. EXISTING RIGHT-OF-WAY AS SHOWN HEREON WAS COMPILED USING PLATS, DEEDS, AND ACTUAL FIELD PROPERTY LOCATION SURVEYS.
5. BASIS OF STATIONING FOR NEW ROADWAY CONSTRUCTION CENTERLINE IS SANTA FE COUNTY PUBLIC WORKS DEPARTMENT SOUTH MEADOWS EXTENSION PROJECT.
6. ALL POINT STATION AND OFFSET VALUES ARE BASED ON THE NEW ROADWAY CONSTRUCTION CENTERLINE ALIGNMENT UNLESS OTHERWISE NOTED.
7. FOUND MONUMENTS WERE ACCEPTED THIS SURVEY UNLESS OTHERWISE NOTED.

Section 31, T17N, R9E
SANTA FE COUNTY, NEW MEXICO

FOR OWNERS NAMES AND AREAS OF PARCEL NUMBERS SHOWN, SEE SHEET 1A OF 4

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052
Surveying Control, Inc
Corresponding to Control Surveys
131 Madison St. N.E.
Albuquerque, N.M. 87108
(505) 266-0935

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY
SCALE 1" = 50' SHEET 4 OF 4

Gannett Fleming West, Inc.
ENGINEERS AND PLANNERS

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

Section 1, T16N, R8E
SANTA FE COUNTY, NEW MEXICO

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)			
NO.	DESCRIPTION	DATE	BY
1	ADD 2-CME-1	10/01/07	SJT
2	ADD 2-TCP-2	10/01/07	SJT
3	ADD SANITARY SEWER EASEMENT	06/04/08	SJT

SCALE 1" = 50' — SHEET 2 OF 4

CURVE DATA

No.	Delta	Length	Radius	Ch. Bearing	Ch. Dist
C1	05°35'52"	58.94'	603.31'	S02°08'53"E	58.92'
C2	10°56'48"	134.36'	703.28'	N20°25'35"E	134.18'
C3	01°52'48"	23.08'	703.28'	N26°50'23"E	23.08'
C4	02°02'04"	24.97'	703.28'	S28°47'49"W	24.97'
C5	01°59'01"	24.35'	703.28'	N30°48'21"E	24.35'
C6	22°19'24"	274.01'	703.28'	N42°57'34"E	272.28'

LINE DATA

L1	N45°16'43"E	21.32'
L2	N45°16'43"E	21.32'

Legend

- ⊙ = Found U.S.G.L.O. 3" Iron Pipe (Brass cap missing).
- ● = Found monument on existing Right-of-Way and/or Property Line(s) as noted.
- ○ = Calculated point on existing Right-of-Way and/or Property Line.
- ⊕ = Monument to be set in new Right-of-Way line upon completion of construction.
- = Right-of-Way secured by local platting action.
- = Right-of-Way secured by plat filed 12/20/99 in Book 431, Page 28, Santa Fe County records.
- = Exist. Sanitary Sewer Easement as shown on plat filed 06/20/2005 in Book 590, Page 49, Santa Fe County records.

Surveyor's Certificate

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE R/W MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION IN JANUARY AND APRIL OF 2007. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT-OF-WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT-OF-WAY REQUIRED BY THE SOUTH MEADOWS EXTENSION PROJECT.

Stephen J. Toler, N.M.P.S. 11599 — Date 7/16/07
131 Madison St., N.E.
Albuquerque, N.M. 87108
(505) 266-0935

NEW MEXICO 11599 REGISTERED PROFESSIONAL SURVEYOR STEPHEN JAMES TOLER

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052

Surveying Control, Inc
Specializing in Control Surveys
131 Madison St., N.E.
Albuquerque, N.M. 87108
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General Notes

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GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

FOR OWNERS NAMES AND AREAS OF PARCEL NUMBERS SHOWN, SEE SHEET 1A OF 4

Sec. 1

TRACT '1' COTTONWOOD VILLAGE MOBILE HOME PARK

TRACT B LEEDER CONSTRUCTION INC. c/o JODY LEEDER

TRACT C–2 R.L. LEEDER HEADQUARTERS, LLC South Remainder 2.2925 Ac.

TRACT C–1A R.L. LEEDER HEADQUARTERS, LLC

TRACT 'C–1B' SANTA FE BAPTIST CHURCH 433–356

PARCEL 'A' RODDY LEEDER

PARCEL 'B' RODDY LEEDER North Remainder 0.6354 Ac.

LOT '1' SUERTE DEL SUR, LLC.

2-1 Leeder Construction Inc. AREA: 14,216 sq. ft. / 0.3264 Ac.

2-2 RL. Leeder Headquarters, LLC AREA: 1,189 sq. ft. / 0.0273 Ac.

2-3 RL. Leeder Headquarters, LLC AREA: 465 sq. ft. / 0.0107 Ac.

2-4 Cottonwood Village Community, LLC AREA: 95 sq. ft. / 0.0022 Ac.

2-5 RL. Leeder Residential Land, LLC AREA: 39,595 sq. ft. / 0.9090 Ac.

2-6 RODDY LEEDER Parcel 'A' AREA: 4,528 sq. ft. / 0.1039 Ac.

2-7 Patricia Romero Landis and Joseph Dominick aka Joe Dominick AREA: 1,736 sq. ft. / 0.0398 Ac.

2-8 RODDY LEEDER AREA: 32,222 sq. ft. / 0.7397 Ac.

2-9 SUERTE DEL SUR, LLC AREA: 144,680 sq. ft. / 3.3214 Ac.

(UTILITIES) 2-CME-1 RODDY LEEDER AREA: 2,353 sq. ft. / 0.0540 Ac.

(UTILITIES) 2-TCP-2 RODDY LEEDER AREA: 2,213 sq. ft. / 0.0508 Ac.

(DRAINAGE) 2-TCP-1 SUERTE DEL SUR, LLC AREA: 360 sq. ft. / 0.0083 Ac.

SOUTH MEADOWS ROAD

AUGA FRIA STREET (VARIABLE WIDTH ROW)

Const. ℄ P.O.B. Sta. 19+55.99

Const. ℄ Begin R/W Sta. 20+22.64

Const. ℄ PI STA. = 21+24.89, Δ = 17°27'06", D = 11°56'12", T = 73.67', L = 146.20', R = 480.00'

Const. ℄ PI STA. = 28+22.12, Δ = 72°04'49", D = 08°57'09", T = 465.67', L = 805.14', R = 640.00'

R/W Total Curve: Δ = 70°48'30", L = 869.13', R = 703.28', Ch Bearing = N21°17'17"E, Ch Dist. = 814.88'

R/W Total Curve: Δ = 70°35'38", L = 743.34', R = 603.31', Ch Bearing = N21°20'10"E, Ch Dist. = 697.21'

3" USGLO Iron pipe, (no cap) (Township Corner) Accepted Const. ℄ P.O.C. Sta. 48+48.58, 100.74' Lt.

743023

SOMMER KARNES & ASSOCIATES LLP

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Santa Fe, New Mexico 87504-2476

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Suite 221
Santa Fe, NM 87501

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John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

November 10, 2025

VIA EMAIL TO
VIA EMAIL

Joel Cruz-Haber
Daniel Esquibel
Planning and Land Use
City of Santa Fe
202 Lincoln Ave
Santa Fe, NM 87501

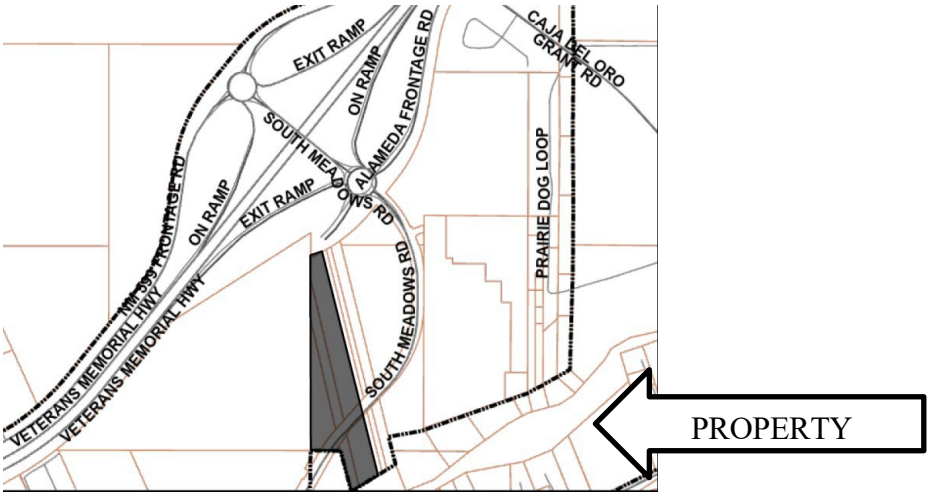
Re: Letter of Application for General Plan Amendment and Rezoning
Montoya y Garcia, LLC – Property Owner and "Applicant"
Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178 (Parcel #'s 910008728, 99312180, 99312181) - the ("Property")

Dear Joel and Dan:

Submitted with this letter are the applications for a General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. This letter provides background for the application and addresses the City Code approval criteria for both applications. No development is proposed as part of these applications. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-7. This letter includes assessment of compatibility with the Southwest Santa Fe Community Area Master Plan.

1. Background and Existing Planning and Zoning.

The vacant Property is located south of the South Meadows Road interchange with NM 599/Veterans Memorial Highway. The Property and surrounding properties were annexed to the City as part of the 2008 City-County settlement agreement and the City has planned the area for intensive residential and commercial development including multiple development approvals. Consistent with the City Code, upon annexation the Property was zoned R-3 until otherwise classified. (514-4.1.E.4)



The Property is bisected by South Meadows Road which is proposed as primary vehicular access because of its convenient access to NM 599 and south to Agua Fria Road. Alameda Frontage intersects South Meadows Road just north of the Property. Also, a road is planned to connect South Meadows Road to Kate's Way which may be a secondary vehicular access point at the north end of the Property.

The Properties comprise five (5) legal lots of record – three (2) adjacent to the northern boundary of South Meadows Road (the "Northern Lots") and two (2) (the "Southern Lots"). As you can see from the portion of the current Future Land Use Map attached hereto as Exhibit A, the Northern Lots are planned for "3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. The Southern Lots are planned for "3-7 Dwelling Units" per acre, "1-3 Dwelling Units" per acre, and "Open Space". Both the Northern and Southern Lots are zone R-3. (*See* Exhibit B - Portion of Zoning Map).

The Property is unimproved and vacant. The property owned by The Rodriquez Trust is vacant, with the same two General Plan designations as the Northern Lots, namely -"3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. and zoned R-3. In proximity toward the northeast of the Property is the Madera Apartment Community and zoned R-21. Further east is unincorporated Agua Fria Village, located in Santa Fe County. The Gerhart Apartment Community is to the South of the Property and zoned RM-1. To the west is vacant property is a 30-acre parcel owned by the State of New Mexico which is under a long-term lease by the City of Santa Fe and zoned C-2 General Commercial.

2. General Plan Amendment Approval Criteria

The following addresses the approval criteria for the requested General Plan amendment. To approve a General Plan amendment the following criteria must be met:

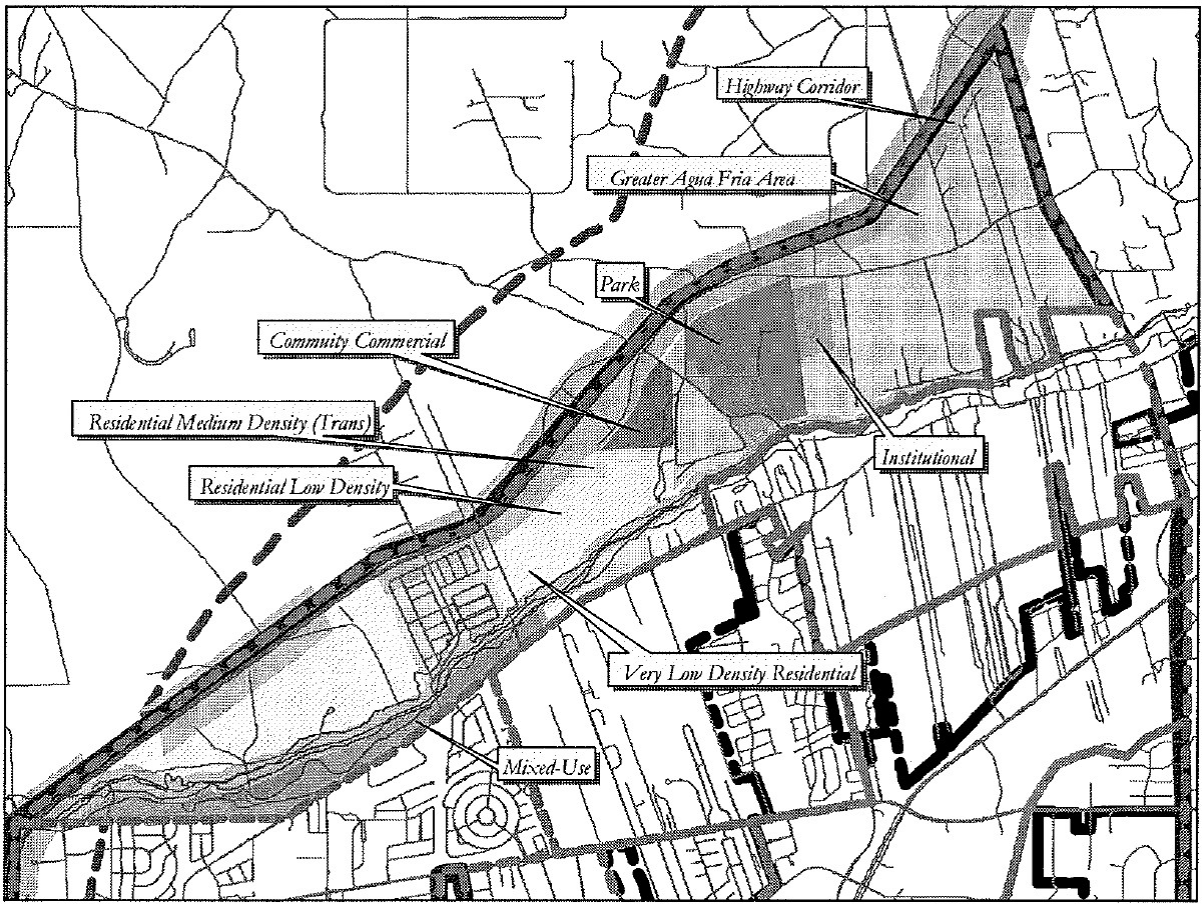
> A. consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

The population of the City of Santa Fe is projected to grow at the rate of approximately 10% over the next ten years. The current population of the City of Santa Fe is approximately $91,000. There is a current housing deficit within the City of Santa Fe multi-family dwellings of 4,500 units and single-family dwellings of 2,500 units. The general plan amendment proposes to increase the range of allowable housing to between 3 and 7 dwelling units per acre. It is consistent with the current needs of the City with respect to housing.

Likewise, the City of Santa Fe Economic Development Plan envisions the ability of the City to attract job creating businesses. The availability of housing is imperative for the implementation of the City's economic development goals. The application is consistent with those goals as well.

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. This residential development will provide residential uses for up to approximately 50 home, together with accessory uses. Adding 50 homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Low Density (Transitional)" Map 2.6.5:



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

The proposal is completely consistent with the Plan's future land use designation. The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan.

Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

B. consistency with other parts of the general plan;

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.

Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation. The location of the Property and its community residential uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

B.1.Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

c. the amendment does not:
(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area. Additionally, the approved and developed land uses adjoining the property and less than a quarter mile away are all residential uses and are therefore consistent with the prevailing character of the area.

(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or

The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;

As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center, thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property. The amendment will not benefit the owner of the property at the expense of the surrounding landowner because it will enhance the surrounding landowners' use available on their properties, and the added housing will benefit the general public.

D. an amendment is not required to conform with Subsection 14-3.2.(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved Low density residential development.

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.

G. consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Low Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

(2) Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback , landscaping or other means, and a finding must be made that:

(a) the growth and economic projections contained within the general plan are erroneous or have changed;

As to subsection a, as addressed in section 1 .A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.

(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

3. Statement Addressing Rezoning Approval Criteria

The following addresses the approval criteria for the requested rezoning. To approve a rezoning:

(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

There was no mistake in adopting the R-3 zoning designation for the Property.

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses.

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

As addressed above, rezoning the Property from R-1 to R-7 will build on the City's policy decision in designating the area for Low Density Residential uses as part of

annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Low Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange, providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

(2) all the rezoning requirements of Chapter 14 have been met.

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

(3) the rezoning is consistent with the applicable policies of the General Plan, including the future land use map.

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Low Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

(4) the amount of land proposed for the rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

(5) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange. Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 15. Substantial existing park land exists just to eh east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As

the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

(6) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Low Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Low Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

As addressed herein, development of the Property for Low Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing.

If you have any questions about the application, please let me know.

Sincerely,

Karl H. Sommer

cc: Montoya y Garcia

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-15

A BILL

REZONING AN APPROXIMATELY 7.01-ACRE TRACT OF CONTIGUOUS PARCELS (910008728, 99312180, 99312181) LOCATED AT 2780 SOUTH MEADOWS ROAD, FROM R-3 (THREE DWELLING UNITS PER ACRE) TO R-6 (SIX DWELLING UNITS PER ACRE) (CASE NO. 2025-10767).

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

Section 1. Parcel numbers; 910008728, 99312180, 99312181, addressed as 2780 S. Meadows Rd, within the municipal boundaries of the City of Santa Fe (the "Property"), more particularly described in Attachment A, incorporated herein, which is restricted to and classified as R-3, is now restricted to and reclassified as R-6.

Section 2. The official zoning map of the City of Santa Fe adopted by Ordinance No. 2001-27, is amended to conform to the change of zoning classification for the Property set forth in Section 1 of this Ordinance.

Section 3. Pursuant to SFCC 1987, Section 2-2.4, this Ordinance shall be published by title and general summary and shall become effective five (5) days after publication.

10771.0

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20___.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Aug 13, 2026 13:29:47 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

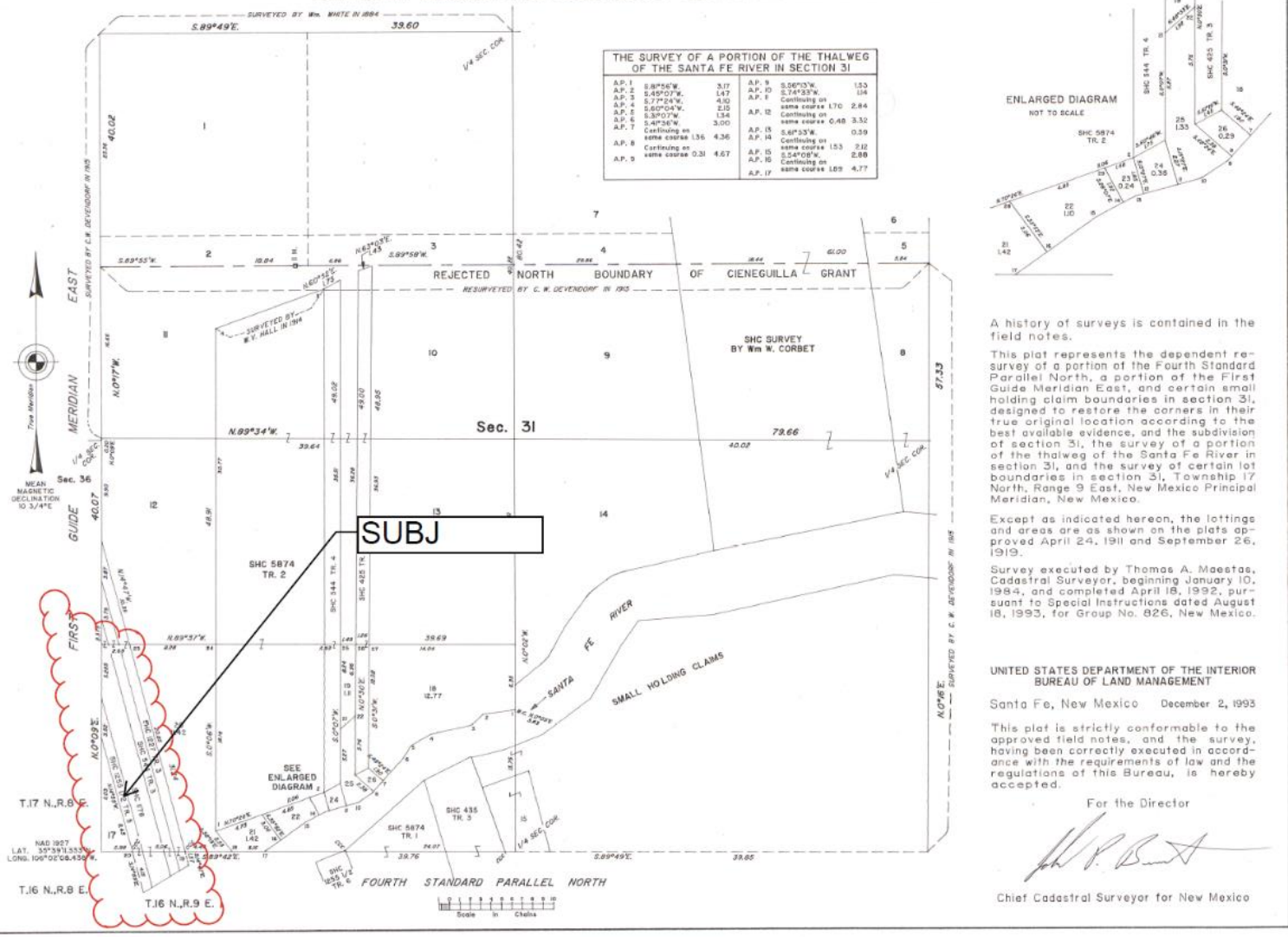
Legislation/ Land Use Legislation/Bills/ 2026-15 (B)/2780 S. Meadows Rd Rezoning

10771.0

ORIGINAL

TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

DEPENDENT RESURVEY AND SUBDIVISION OF SECTION AND SURVEY OF LOTS



A history of surveys is contained in the field notes.

This plat represents the dependent resurvey of a portion of the Fourth Standard Parallel North, a portion of the First Guide Meridian East, and certain small holding claim boundaries in section 31, designed to restore the corners in their true original location according to the best available evidence, and the subdivision of section 31, the survey of a portion of the thalweg of the Santa Fe River in section 31, and the survey of certain lot boundaries in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911 and September 26, 1919.

Survey executed by Thomas A. Maestas, Cadastral Surveyor, beginning January 10, 1984, and completed April 18, 1992, pursuant to Special Instructions dated August 18, 1993, for Group No. 826, New Mexico.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Santa Fe, New Mexico December 2, 1993

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Chief Cadastral Surveyor for New Mexico

City of Santa Fe, New Mexico

memo

Date: August 14, 2026

To: Governing Body

From: Joel Cruz Haber, Senior Planner, Current Planning Division JCH

CC: Heather L. Lamboy, AICP Planning and Land Use Director
Maggie Moore, Assistant Land Use Director
Dan Esquibel, Planning Manager

CONSIDERATION OF A RESOLUTION

A Resolution Amending the General Plan's Future Land Use Map from Very Low Density to Low Density, for Approximately 0.27 Acres of Land at Parcel Numbers 99312180 and Approximately 0.46 Acres of Land at 99312181, within the City of Santa Fe (Case No. 2025-10766). (Joel Cruz Haber, Case Manager, jacruzhaber@santafenm.gov)

CONSIDERATION OF BILL 2026-15

A Bill Rezoning an Approximately 7.01-Acre Tract of Contiguous Parcels (910008728, 99312180, 99312181) Located at 2780 South Meadows Road, from R-3 (Three Dwelling Units Per Acre) to R-6 (Six Dwelling Units Per Acre) (Case No. 2025-10767). (Joel Cruz Haber, Case Manager, jacruzhaber@santafenm.gov)

I. **Planning Commission Recommendations:** On, May 7, 2026, the Planning Commission (the "Commission") recommended the Governing Body take the following actions:

a. **APPROVE** Case #2025-10766. Approve General Plan Amendment for 2780 South Meadows Rd for approximately +/- 0.70 acres of land from "Very Low Density" to "Low Density".

b. **APPROVE** Case #2025-10767. Rezoning the property at 2780 S Meadows Rd rezone +/- 7.01 acres located at 2780 South Meadows Rd from R-3 (Three dwelling units per acre) to R-6 (six dwelling units per acre)

II. **Sample Motions:** Two (2) motions will be required, in the following order:

a. **Move to approve or deny** Case #2025-10766, adopt a Resolution for a General Plan Amendment to the Future Land Use Map to change +/- 0.70 acres of land from "Very Low Density" to "Low Density" at parcels 9931218, 993122180, located at 2780 S. Meadows Rd

b. **Move to approve or deny** Case #2025-10767, adopting Bill 2026-15, changing the official Zoning Map designation from R-3 to R-6 for three contiguous parcels, 99312180, 99312181, 910008728, located at 2780 S. Meadows Rd.

SS001.PM5 - 7/95

III. ATTACHMENTS

A. *Planning Commission packet*

B. *Planning Commission Findings of Fact and Conclusions of Law (General Plan Amendment)*

C. *Planning Commission Findings of Fact and Conclusions of Law (Rezone)*

D. *Planning Commission minutes of May 7, 2025*

E. *Applicant Submittals*

F. Bill 2026-15 Changing the Official Zoning Map from R-3 to R-6 (General Commercial)

G. Resolution 2026-XX Adopting a General Plan Amendment for 2780 South Meadows Rd for approximately +/- 0.70 acres of land from "Very Low Density" to "Low Density".

Planning and Land Use Department
Planning Commission Staff Report

Case No's: 2025-10766 & 2025-10767

Hearing Date: May 7, 2026

Agent: Sommer Karnes & Associates LLP.

Owner: Montoya y Garcia LLC

Request: General Plan Amendment & Rezoning

Location: 2780 S. Meadows Rd parcel #'s 910008728, 99312180, 99312181

Case Mgr.: Joel Cruz-Haber

Current Zoning: R-3

Current Future Land Use: Very Low Density

Overlay: Rivers and Trails Archeological District

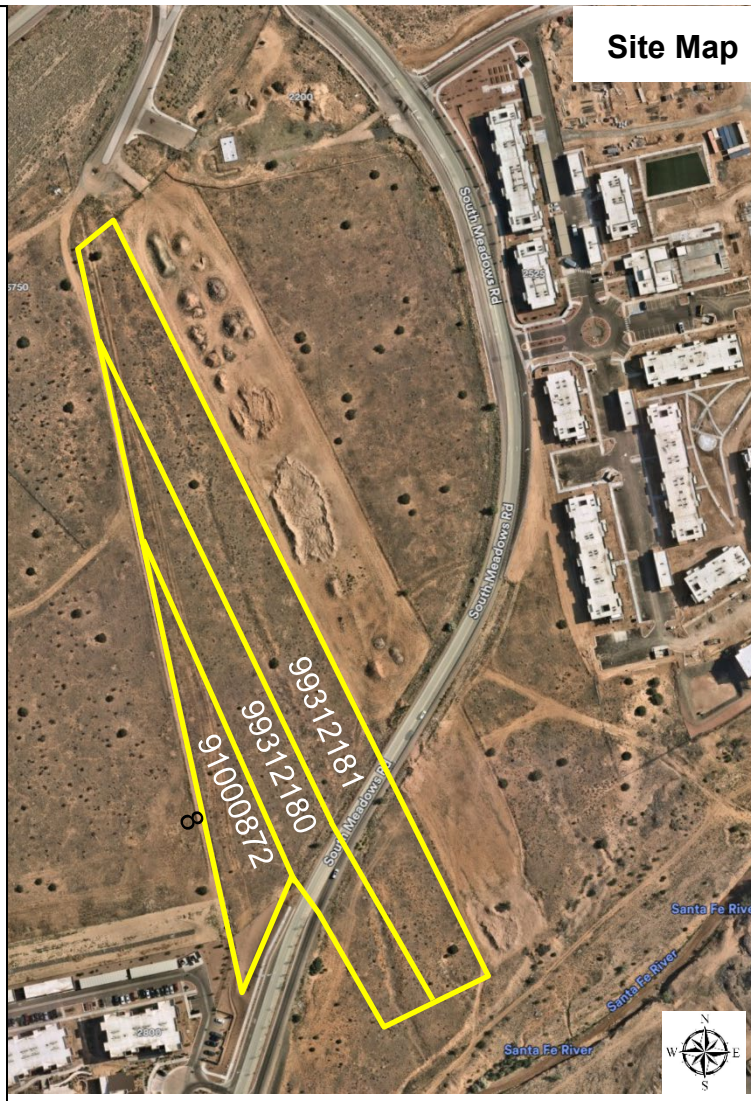
Master Plan: None

Pre-app Mtg: May 23, 2024

ENN Mtg: April 24, 2025

Proposal: The applicant requests approval for General Plan Amendment to the Future Land Use Map, change ≈0.70 acres of land from "Very Low Density" to "Low Density" and Rezoning from R-3 (three dwelling units per acre) to R-6 (six dwelling units per acre) for three contiguous parcels totaling ≈7 acres.

Site Map



Case #2025 – 107066 General Plan Amendment. Sommer Karnes and Associates, LLP, Agent, for Montoya y Garcia LLC, Owner, requests approval for a General Plan Amendment to the future land use map for two contiguous lots consisting of a portion of land approx. 0.70-acres located at 2780 S Meadows Rd. from "Very Low Density" to "Low Density" (Joel Cruz-Haber, Case Manager, jacruzhaber@santafenm.gov, (505) 955-6684).

Case #2025 - 107067 Rezoning. Sommer Karnes and Associates, LLP, Agent, for Montoya Y Garcia LLC, Owner, requests approval for a rezoning of three contiguous lots consisting of approx. 7.01-acres located at 2780 S Meadows Rd from R-3 (residential, three dwelling units per acre) to R-6 (residential, six dwelling units per acre) (Joel Cruz-Haber, Case Manager, jacruzhaber@santafenm.gov, (505) 955-6684).

I. RECOMMENDATION:

City Planning and Land Use Department staff ("Staff") recommends **the Planning Commission recommend the Governing Body *approve* Case #2025 – 10766, General Plan Amendment** and **Case #2025 – 10767, Rezoning**.

Two motions will be required for this case:

1. *Recommend the Governing Body approve or deny Case #2025-10766, General Plan Amendment.*

2. *Recommend the Governing Body approve or deny Case #2025-10767, Rezoning.*

II. EXECUTIVE SUMMARY:

This application was submitted on May 12, 2025, and is being reviewed under the Land Development Code ("Code") that was in effect prior to January 1, 2026. The property consists of three contiguous parcels (910008728, 99312180, 99312181) totaling approximately 7-acres, located at 2780 S. Meadows Road, directly Southwest from the South Meadows and Veterans Memorial Highway interchange, and bisected by South Meadows Road (the "Property") (Figure 1).

A pre-application meeting was held on May 23, 2024 with the City's "Development Review Team" ("DRT") to discuss the scope of the request and actionable steps to proceed with their proposal. To initiate the Early Neighborhood Notification ("ENN") process, the applicant ("Applicant") sent letters to neighbors within 300' of the Property, posted signs on the Property, and sent certified mail to neighbors within 100' on April 9, 2025. The ENN meeting was hosted by the Applicant over Zoom on April 24, 2025, with staff attendance and zero attendees from the public. The Applicant requests that the Planning Commission recommend that the Governing Body approve a General Plan Amendment changing the future land use designation on a portion of the Property approximately 0.70 acres in size, from "Very Low Density Residential" to "Low Density Residential", ("Amendment"), and a rezoning from R-3 (residential, three dwelling units per acre) to R-6 (residential, six dwelling units per acre) ("Rezoning") on the entirety of the Property. If the Amendment and Rezoning are approved, future development may require a Development Plan and/or Subdivision review subject to the requirements of the code in place at the time

of application[1].

III. PROJECT ANALYSIS

A. Property Information

The City of Santa Fe's Future Land Use Map, ("FLUM") designates a range of possible residential uses for the Property, from *Very Low*, *Low*, to *Medium* (see *Table 1 and* Figure 2) and designates a small portion of the Property immediately adjacent to the Santa Fe River as *Open Space*. The existing residential FLUM designations accommodate a range of densities from 1 dwelling unit per acre up to 12 dwelling units per acre. The Amendment request from *Very Low* to *Low* covers a small portion (approx. 0.70 acres) of parcels 99312180 and 99312181, closest to the Santa Fe River (see Figure 2). The City's zoning map ("Zoning Map") demonstrated in Figure 3 show the Property zoned as 3 Residential units per acre (R-3).

[1] The provisions now appear at SFCC 1987, 14-2.1D.3 effective January 1, 2026, following recodification.

TABLE 1: Existing Future Land Use Map Evaluation

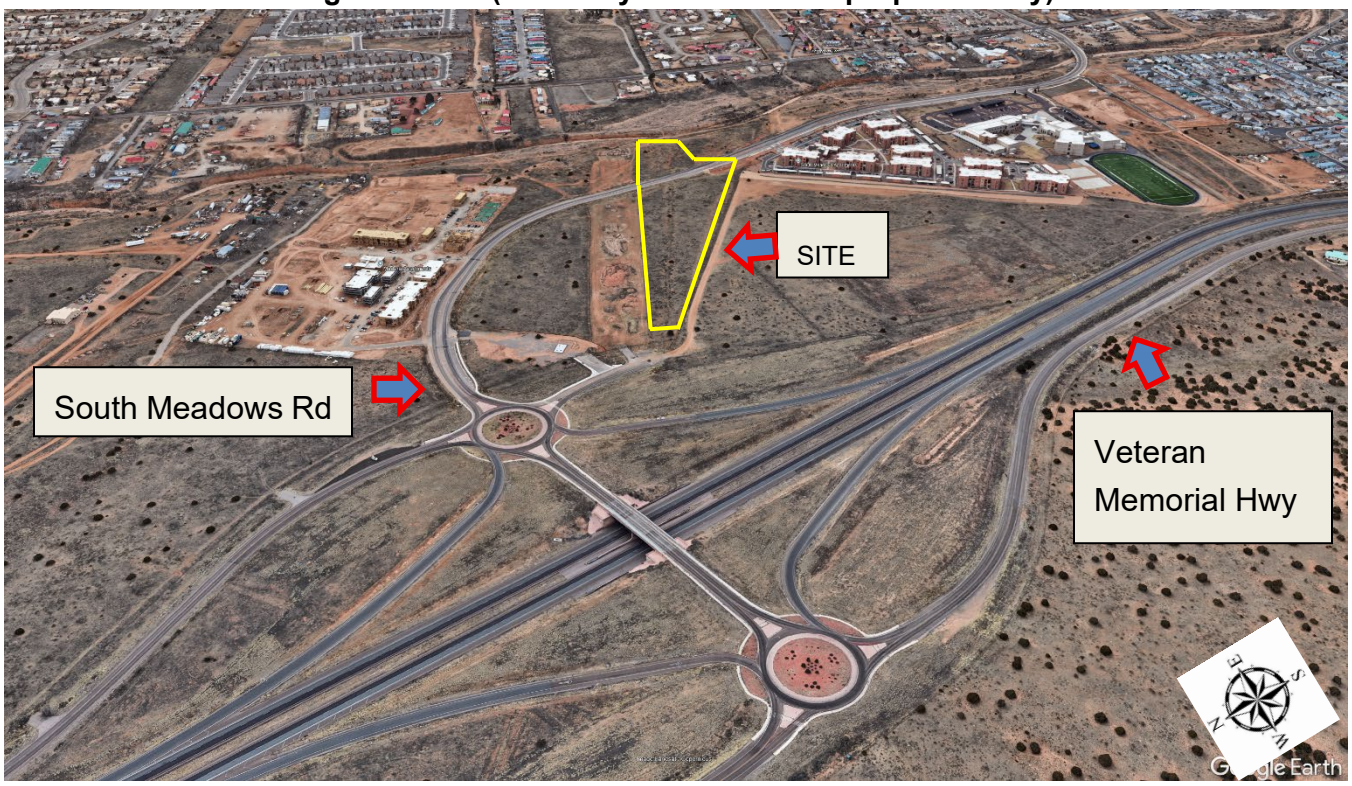
Parcel Number	Future Land Use Designation (FLUD) Densities	Total Acreage of FLUD Densities	Parcel Acreage
910008728	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW)	**≈0.01** ≈1.70	≈1.71
99312180	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW), 1-3 DU per acre, (RVLO), Open Space (POSP)	**≈0.28** ≈1.0 ≈0.27 ≈0.11	≈1.66
99312181	7-12 DU per acre (RMED), 3-7 DU per acre (RLOW), 1-3 DU per acre, (RVLO), Open Space (POSOP)	**≈1.27** ≈1.98 ≈0.46 ≈0.22	≈3.93

The Code requires that the official zoning map provided for in Section 14-4.1(C) must conform to the 1999 General Plan (the "General Plan"), including the FLUM. The FLUM designates a portion of parcels 993122180 and 99312181 as Very Low Density, which allows one to three dwelling units per acre. The underlying zoning district for the Property is R-3. The applicant is proposing to change the portion of the Property designated as *Very Low Density* to *Low Density*, which is compatible with a range of residential densities from three to seven dwelling units per acre. The Applicant is also requesting to rezone the Property from R-3 to R-6 to be consistent with the General Plan and requested change to the FLUM.

If the requested Amendment and Rezoning are approved, the Property would be consistent with the

Future Land Use Map; therefore, no changes to the future land use map or underlying zoning district would be required for future development consistent with Chapter 14. In addition, the Amendment and Rezone change from Very Low Density to Low Density and R-3 to R-6 reduces the density restrictions established by Low Density and the R-3 District and therefore is more consistent with General Plan policies encouraging infill development[2] and concentrating the population at greater densities to expand potential for central transit nodes.[3] Furthermore, the proposed medium-density development will be comparable to and compatible with nearby development. The character of the area is changing with the growth of the southwestern portion of the city.

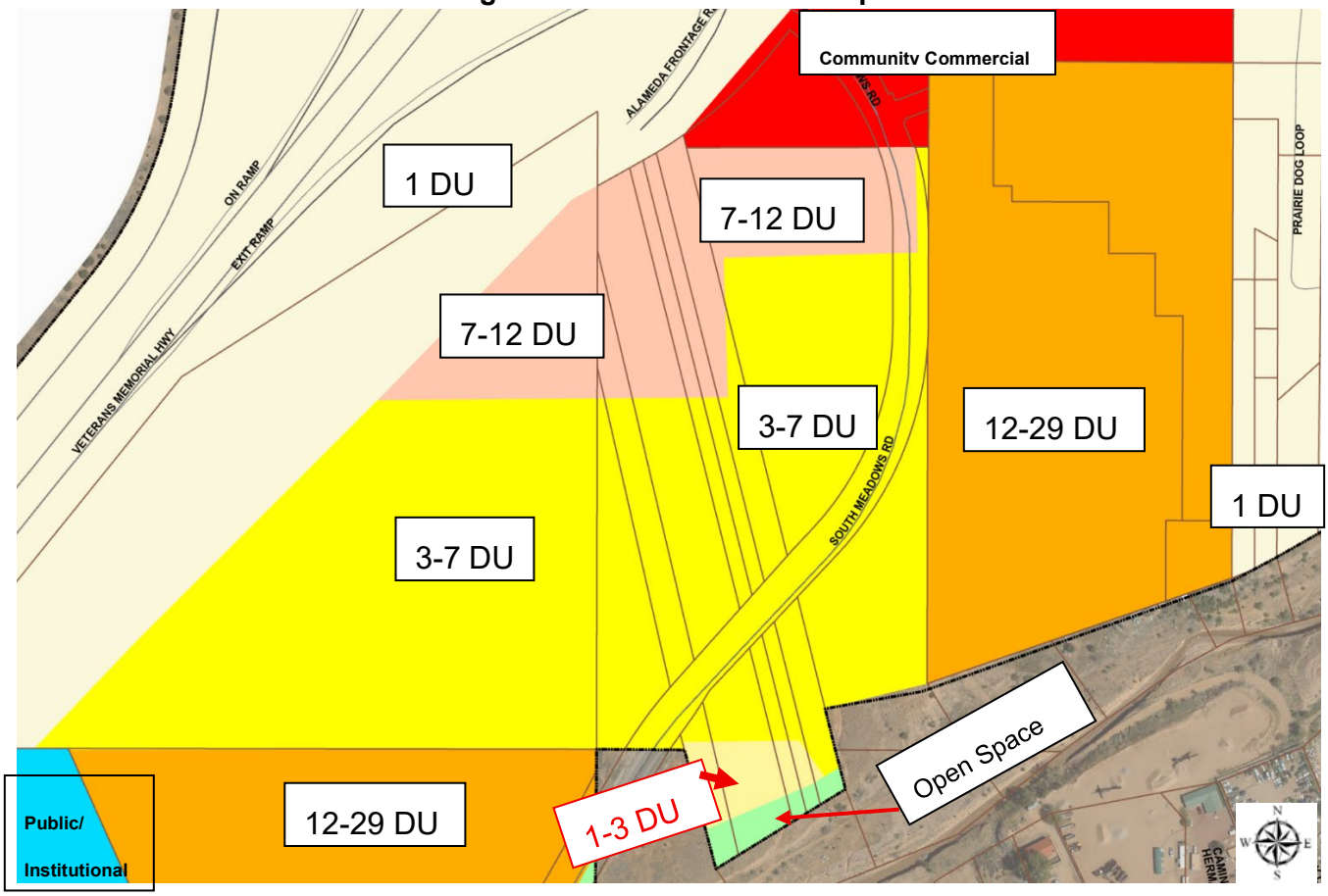
Figure 1: Site (boundary for illustrative purposes only)



[2] *See* General Plan Policy 3-G-3: "There shall be infill development at densities that support the construction of affordable housing, and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property."

[2] *See* General Plan Policy 4-1-G-2: "Concentrate population at greater densities in developing areas with centrally located neighborhood centers to encourage pedestrian scale development, reduce auto dependence, and provide central transit nodes."

Figure 2: Future Land Use Map



B. Zoning and Land Use

Zoning designations for the surrounding properties include R-1 (residential, one dwelling-unit per acre), R-3 (residential, three dwelling-units per acre), C-2 (General Commercial), and R-21 (residential, 21 dwelling-units per acre). The City Zoning Map is shown in Figure 3: *"Existing Zoning*." The abutting land uses include Veterans Memorial highway and South Meadows interchange to the north, vacant land to the East, West, and South. Surrounding land uses include single family homes within the Village of Agua Fria, Cottonwood Mobile Home Park, Madera and South Meadows Apartments providing 355 and 240 dwelling units, and El Camio Real Public School (preK-8th) (Table 2). Although the applicant is requesting a change in zoning, the zoning dimensional standards will remain the same for the original and prevailing rezone as set forth in the table of dimensional standards for residential districts per §14-7.2-1 (Table 3).

Table 2: Surrounding Zoning and Use

Abutting Property	FLUM Designation	Current Zoning	Existing Uses
North	1-DU	R-1	Veterans Memorial Highway
South	N/A	Village of Agua Fria (County)	Santa Fe River/ Vacant
East	3-7DU / 7-12 DU	R-3	Vacant
West	3-7 DU / 7-12 DU / 12-29 DU	C-2 / R-21	Vacant/ Madera Apartments

Figure 3: Existing Zoning

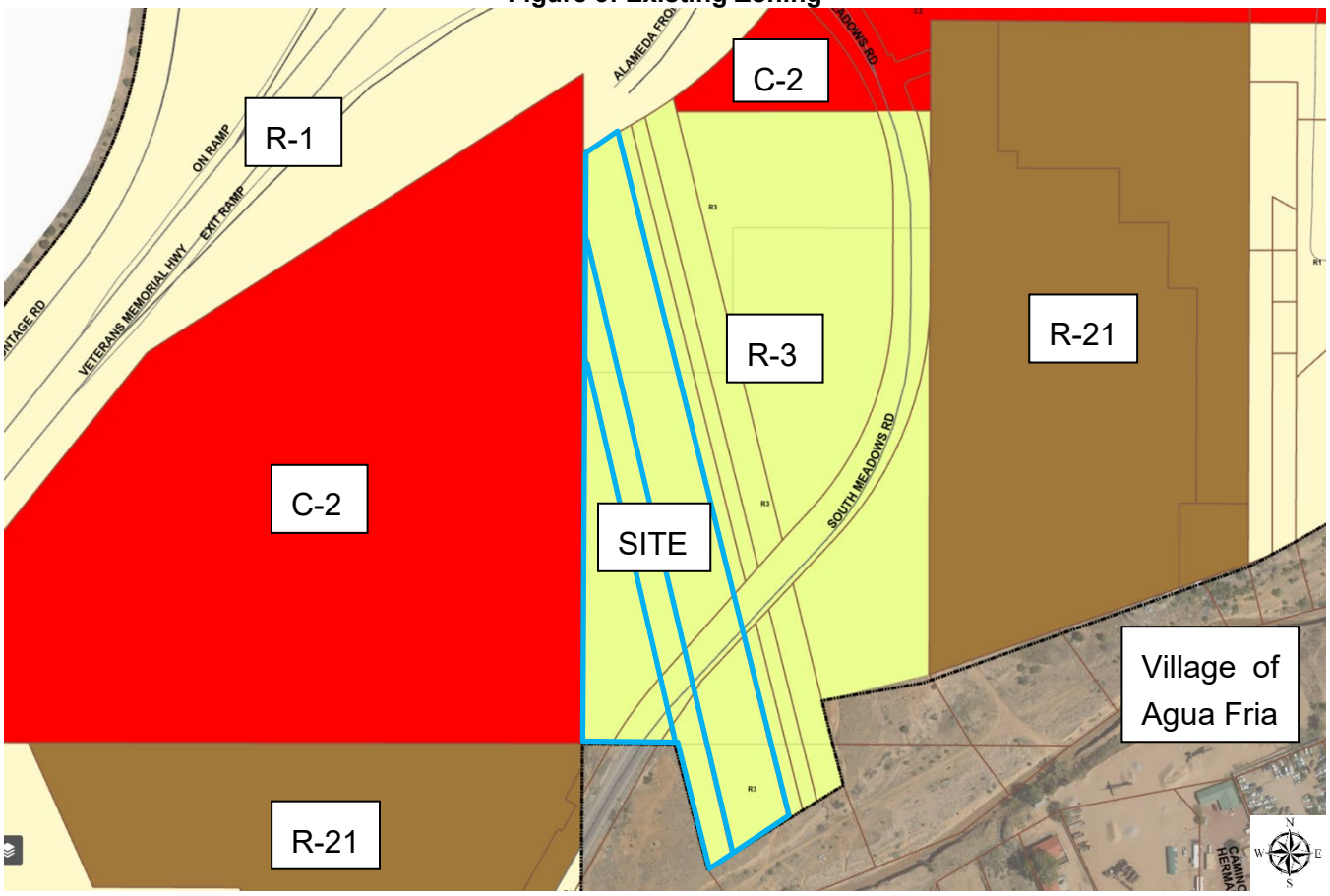


Table 3. Zoning Dimensional Standards

Requirement	R-3 (Current Zoning)	R-6 (Proposed Rezone)
Height	24' (Residential) / 35' (Nonresidential)	24' (Residential) / 35' (Nonresidential)
Setbacks	Street: 7' (20' for carport /garage) Rear: 15' Side: 5'	Street: 7' (20' for carport /garage) Rear: 15' Side: 5'
Open Space	None / Multifamily is 250 sq ft per DU	None / Multifamily is 250 sq ft per DU
Lot Coverage	40% or 50% with private open space	40% or 50% with private open space
Density	3 Dwelling Units Per Acre	6 Dwelling Units Per Acre

C. Legal Lot of Record

The Applicant has provided survey of subdivisions created by the United Stated Department of the Interior Bureau of Land Management December 2, 1995. Based on staff's determination, the survey provided established legal lot of record (see Attachment E).

D. Fire Prevention and Emergency Access

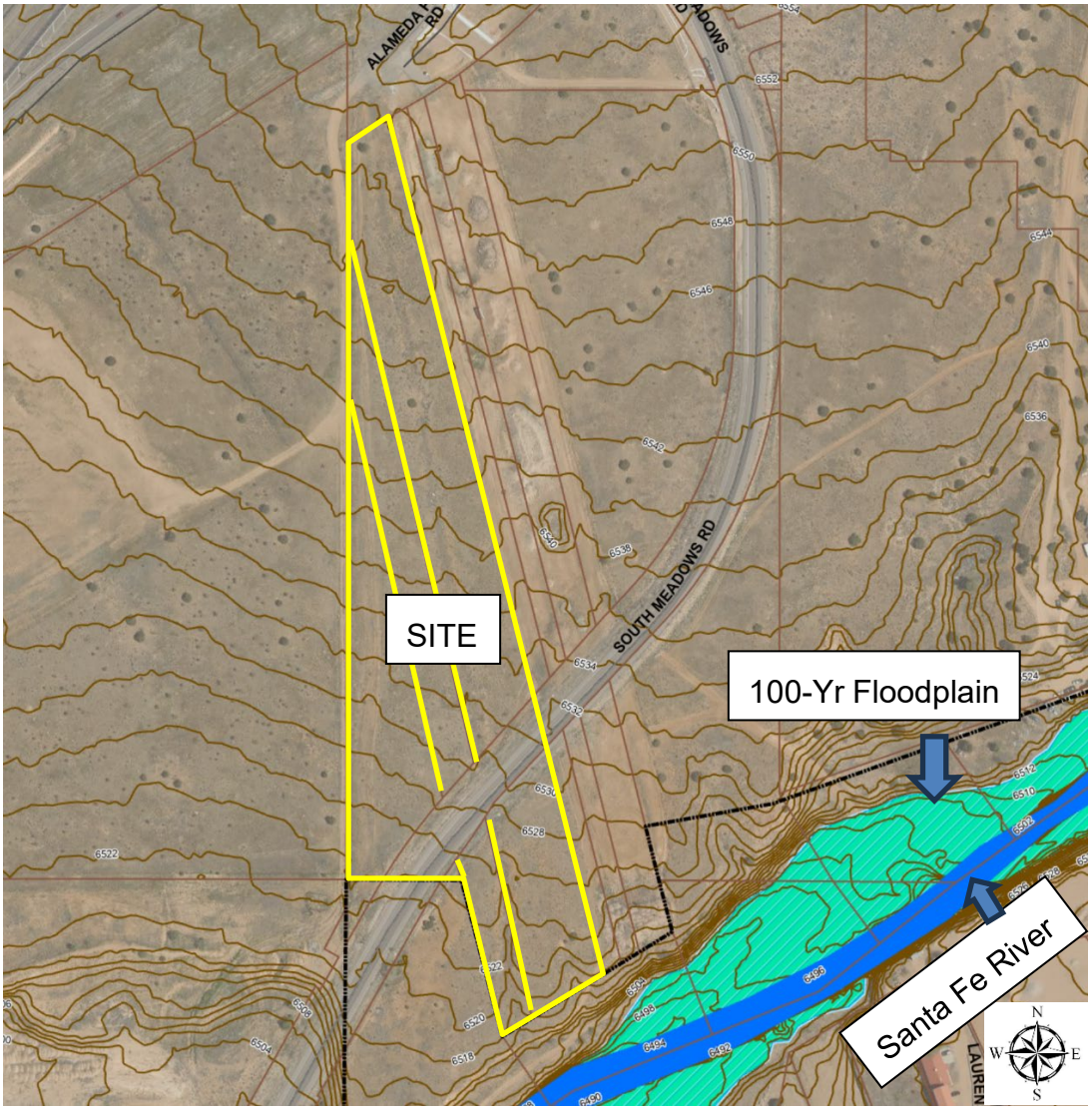
Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, at least one through street that traverses the entire developed

area shall be provided for every 10-acres of development per §14-9.2(D)(3) and at least two connections to the existing road network points shall be provided for every 500' where feasible per §14-9.2(D)(4). It is likely that one road work connection will be off South Meadows Rd, located south of the Property and the second connection will be off Alameda Frontage Rd, located north of the Property.

E. Terrain Management

Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, a drainage and terrain management plan shall be submitted to address drainage report, slope analysis, significant tree count, and lighting plan with the associated Development Plan. Staff's analysis of the site has determined the Property does not have slopes that exceed 30%. The northern portion of the Property has an elevation of 6,550 feet and gradually decreases to an elevation of 6,520 feet, a slope totaling approximately 2% traversing the Property (Figure 4). Although the Santa Fe River is located south of the Property, the Property is not located within the FEMA 100-year floodplain (Figure 4).

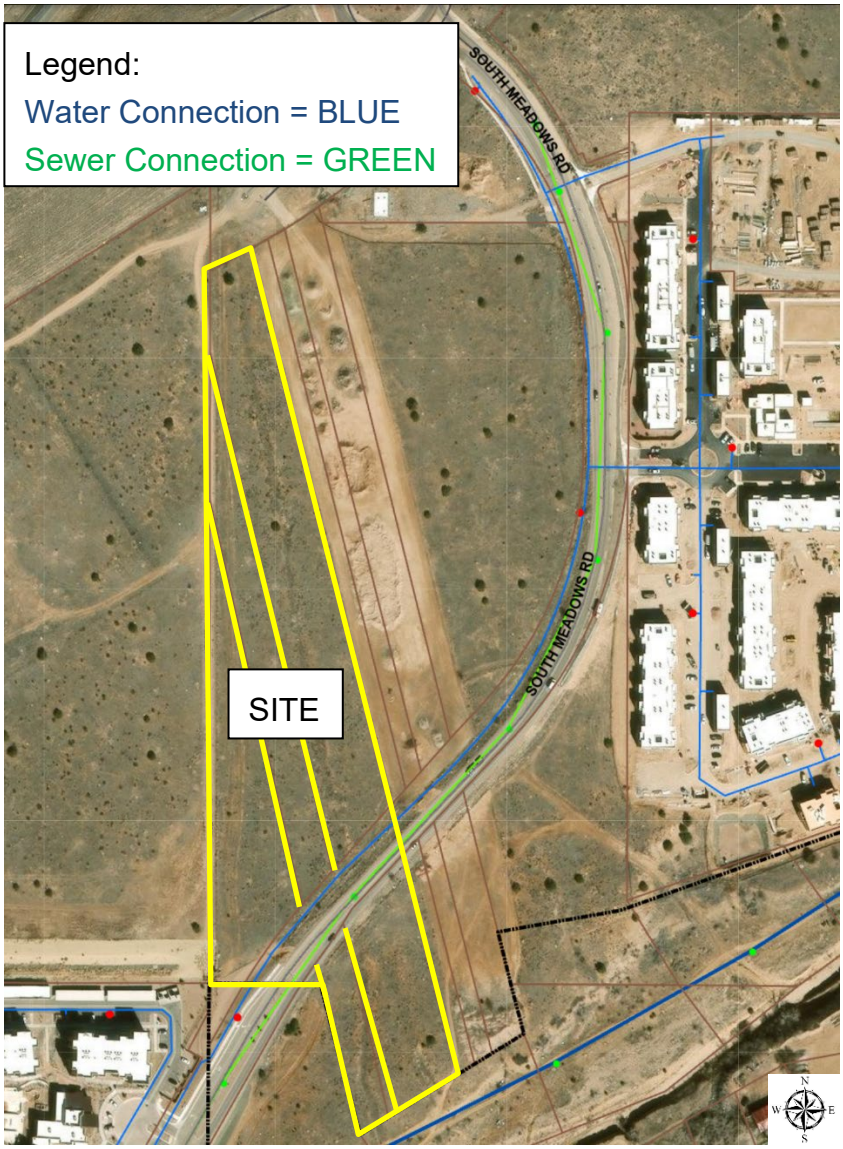
Figure 4: Topography and Floodplain



F. City Utilities

Infrastructure and onsite development are not being proposed with the requested Amendment and Rezoning. At the time of development, a water plan, water budget, and wastewater plan shall be provided to the City of Santa Fe Water and Wastewater for division for review. The Property is located within 200 feet of a water and sewer line (Figure 5), therefore, at the time of development, connections to city utility services shall be made.

Figure 5: Utilities



G. Archaeology

The Property is in the River and Trails Archaeological District and has not received archeological clearance. The Applicant shall submit an archaeology survey whether or when a development plan application is submitted. Archaeological clearance is not required at this time but shall be required prior to approval of any final development plan or plat for this project per SFCC 1987, §14-3.13(B)(2).

IV. GENERAL PLAN AMENDMENT APPROVAL CRITERIA

SFCC Section 14-3.2(E) and (E)(2) sets forth approval criteria for a General Plan Amendment as follows:

(1) The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:

Table 1: General Plan Amendment Approval Criteria

Criterion a (14-3.2(E)(1)(a)): consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

The population of the City of Santa Fe is projected to grow at the rate of approximately 10% over the next ten years. The current population of the City of Santa Fe is approximately 91,000. (United States Cenus Bureau v2024 Estimate) According to population projections, the city will require 1,702 ownership units and 1,045 rental units to accommodate household growth by 2030. (City of Santa Fe City of Santa Fe Five Year Affordable Housing Strategic Plan, Sec. II, p. 31) The general plan amendment proposes to increase the range of allowable housing to between 3 and 7 dwelling units per acre. It is consistent with the current needs of the City with respect to housing.

Likewise, the City of Santa Fe Economic Development Plan envisions the ability of the City to attract job creating businesses. The availability of housing is imperative for the implementation of the City's economic development goals. The application is consistent with those goals as well.

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. If rezoned to R-6, this residential development will provide residential density for up to approximately 42 market rate homes and 8 affordable homes, together with accessory uses. Adding 50 homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Low Density (Transitional)" Map 2.6.5 (Attachment E).

The proposal is completely consistent with the Plan's future land use designation.
The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date

for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan. Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

Staff Response:

The Property is located within the Southwest Santa Fe Community Area Master Plan, a general plan amendment adopted by Governing Body in 2005 to review the characteristics, challenges, and development to propose neighborhood patterns in 7 neighborhoods that harmonious with the area. The subject Property is located in the River Corridor Plan area. Proposed development patterns include creating public easements to allow community access to the river, an increase in density ranging from 2.5 to 10 dwelling units per acre and maintaining long-lots between the River and Agua Fria to be harmonious with the Greater Agua Fria Area.

The 1994 county housing plan study projected an addition of 800-1,100 housing units in the greater Agua Fria area by 2020. Since the adoption of the 1999 General Plan, the Traditional Agua Fria Historic Community has increased its boundary, reducing the size of the Greater Agua Fria Area; and therefore, the acreage of land available for development has decreased and altered consistency with growth projections for Santa Fe and Santa Fe County.

Since the adoption of the 1999 General Plan which includes growth projections and economic development goals for the Greater Agua Fria Area, the boundary for the Greater Agua Fria has decreased in size to increase the boundary for the Traditional Village of Agua Fria (Attachment B). The change in boundaries has altered the growth and economic projections contained within the General Plan, making them erroneous. Although growth projections have not been met by the General Plan, aspects of the General Plan such as availability and access to infrastructure is consistent with the General Plan as there are city water and sewer services able to accommodate medium to high density development (Figure 5).

4-4-I-3: “Ensure that all residential development within the future growth areas is built at minimum gross density of three units per acre, and an average of five units per acre, where topography allows.

4-4-I-5: “Support rezonings requests for those specifically identified infill sites at densities consistent with those established in this Plan.”

4-4-I-6: “The target density for new infill residential development, in order to address affordable housing goals, is a minimum of 5 units per acre (net) with seven units per acre (net) preferred. The actual net density proposed for an infill site should be keeping the density range shown for the property in Future Land Use (Figure 2) and should propose a reasonable increase in density over the surrounding neighborhood. The design of the infill project must reflect the character of the surrounding

neighborhoods, while maintaining a balance between land use and the traffic carrying capacity of existing streets."

Staff finds the Applicant has addressed this criterion.

Criterion b (14-3.2(E)(b)): consistency with other parts of the general plan ;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.
Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation.

The location of the Property and its residential community uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

Staff Response:
Staff agrees with the applicants findings regarding how the project is consistent with the General Plan and Southwest Santa Fe Community Area Master Plan's intensification of density and transportation

goals that are accomplished through existing infrastructure that had not existed over a decade ago.

The proposed amendment also meets the following General Plan policy and goals:

General Plan Policy 3-G-3: “There shall be infill development at densities that support the construction of affordable housing, and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property” And;

General Plan Policy 4-1-G-2: “Concentrate population at greater densities in developing areas with centrally located neighborhood centers to encourage pedestrian scale development, reduce auto dependence, and provide central transit nodes” And;

“This classification mainly applies to detached single-family dwellings but attached single-family units or multifamily units may be permitted, provided each unit has ground-floor living area and private outdoor open space”, per General Plan Policy 3.5.

Criterion c (14-3.2(E)(1)(c)): the amendment does not: **(i)allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or** **(ii)affect an area of less than two acres, except when adjusting boundaries between districts; or** **(iii)benefit one or a few landowners at the expense of the surrounding landowners or the general public;**	**Criterion Met: (Yes/No)** **YES**

Applicant’s Response:

(i) The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area. Additionally, the approved and developed land uses adjoining the property and less than a quarter mile away are all residential uses and are therefore consistent with the prevailing character of the area.

(ii) The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center, thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property. The amendment will not benefit the owner of the property at the expense of the surrounding landowner because it will enhance the surrounding landowners’ use available on their properties, and the added housing will benefit the general public.

Staff Response:

(i) The requested Amendment does not allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in area: the use is residential and staying residential. Recent residential development within the SWCAMP and particularly the River Corridor Plan Area has surpassed density targets due to the demand for additional housing. The uses surrounding the Property consists of high-density multifamily developments, vacant land zoned C-2, which allows for multi-family with no density restrictions, a K-8th grade school a nonresidential use and the Veteran's Memorial Highway (transportation). The area consists of high-density neighborhood style development making the proposed Amendment from Very Low Density to Low Density in alignment with prevailing uses and character of the area.

(ii) Although the portion of land being Amended from Very Low Density to Low Density only affects an area totaling ≈.73 acres, when adjusting boundaries between districts, a 2-acre minimum is not required to be met.

(iii) Although there is no proposed development currently, the cost of developing a property is at the responsibility of the property owner. Financial and surety agreements shall be arranged prior to recording a development plan or issuing a building permit.

The Applicant has addressed this criterion.

Criterion d (14-3.2(E)(d)): an amendment is not required to conform with Subsection 14-3.2(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;	**Criterion Met: (Yes/No) YES**

Applicant Response:

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved Low density residential development.

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

Staff Response:

The proposed amendment conforms with §14-3.2(E)(1)(c). It will provide additional housing options, including affordable housing, for the community.

Staff finds the applicant as addressed this criterion.

Criterion e (14-3.2(E)(1)(e)): compliance with extraterritorial zoning ordinances and extraterritorial plans;	**Criterion Met: (Yes/No) YES**
Applicant's Response: Not applicable	
Staff Response: Not Applicable.	
Criterion f (14-3.2(E)(1)(f)): contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development ; and	**Criterion Met: (Yes/No) YES**
Applicant's Response: The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.	
Staff Response: The Applicant's response does not clearly tie the request to coordinated, adjusted and harmonious development, nor does it clearly address how the requested change fits into the Southwest Santa Fe Community Area Master Plan or River corridor framework. The Applicant's response refers to a "lack of services," and that the Governing Body has already planned for community commercial uses but does not support or clearly address Criterion 14-3.2(E)(1)(f). The Applicant partially addresses the criterion, but Staff's Analyses is needed to establish that the amendment supports coordinated and harmonious development, is generally consistent with the SWCAMP Master plan, and promotes the general welfare, efficiency and economy of an area. It is clear that changes to the area have expanded opportunities for residential development in the area with existing and planned infrastructure, increases the City's housing stock, and supports development patterns that can help attract needed services to the area all of which promotes the "*contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development."* Staff finds that the proposed amendment supports coordinated and harmonious development, is	

generally consistent with the Southwest Santa Fe Area Master Plan, and with compliance with Chapter 14 and other applicable requirements, satisfies criterion 14-3.2(E)(1)(f).

Criterion g (14-3.2(E)(1)(g)): consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Low Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

Staff Response:

The Property is in the Archeological River and Trails Review District and shall receive Archeological clearance prior to receiving approval for a development plan or building permit for any proposed future development on site. Additionally, the Property is located within the River Corridor Plan Area established in Southwest Santa Fe Community Master Plan (SWCAMP) (Attachment B, Pg. 41-47) in the Summer of 2005."Through collaboration with constituents and local stakeholders, the SWCAMP determined there was a shift towards a de-emphasis of uses related to the Santa Fe River and an emphasis on urban and suburban development because of City utilities extending north of the Santa Fe River." (Attachment A-2, Pg. 42) Moreover, the report calls for the creation of easements along the Santa Fe River for the purpose of public access and protection of the river as a valued natural resource. As a result, the southern portion where the Property abuts the Santa Fe River has a future land use designation as Open Space (Figure 2). The proposed amendment does not include changing the Open Space designation in the FLUM; therefore, it is in conformance and consideration with that portion of the SWCAMP.

Furthermore, SWCAMP mentions "The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested," (Attachment A, SWCAMP pg.45).

The proposed Amendment is in conformance with the desired density in the area and continuation of the character of the Traditional Agua Fria Village. Future development shall ensure public access to

the Santa Fe River and maintain long-lot form. Staff finds the Applicant has addressed this criterion.

Table 4: SFCC §14-3.2 (E)(2): Additional Criteria for Amendments to Land Use Policies

(2) In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback, landscaping or other means, and a finding must be made that:

Criterion a (14-3.2(E)(2)(a)): the growth and economic projections contained within the general plan are erroneous or have changed;	**Criterion Met: (Yes/No) YES**
Applicant's Response: As to subsection a, as addressed in section 1. A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.	
Staff Response: The subject Property is located within the River Corridor Plan Area, an area adjacent the Traditional Village of Agua Fria . The 1994 county housing plan study projected an addition of 800-1,100 housing units in the greater Agua Fria area by 2020. Since the adoption of the 1999 General Plan, the Traditional Agua Fria Historic Community has increased its boundary, reducing the size of the Greater Agua Fria Area and therefore, the acreage of land available for development has decreased and altered consistency with growth projections for Santa Fe and Santa Fe County. Since the adoption of the 1999 General Plan which includes growth projections and economic development goals for the Greater Agua Fria Area, the boundary for the Greater Agua Fria has decreased in size to increase the boundary for the Traditional Village of Agua Fria (Attachment B). The change in boundaries has altered the growth and economic projections contained within the general plan, making them erroneous. Although growth projections have not been met by the General Plan, aspects of the General Plan such as availability and access to infrastructure is consistent with the General Plan as there are city water and sewer services able to accommodate medium to high density	

development (Figure 5).

In 2007, the Governing Body adopted the Southwest Area Comprehensive Master Plan (SWACMP) by resolution and formally incorporated it into the General Plan. As such, the SWACMP amended the 1999 General Plan by adding the SWACMP master plan as part of the governing policy framework. Because the SWACMP was incorporated into the General Plan by official action of the Governing Body, both the General Plan and the SWACMP must be reviewed and addressed in connection with any General Plan Amendment. While I understand the SWACMP may be cumbersome to apply, it is nevertheless part of the General Plan and, in many instances, controls over the more general provisions of the 1999 Plan. Therefore, all proposed General Plan changes and rezonings are required to address the SWACMP where relevant.

Staff finds the Applicant has addressed this criterion.

Criterion b (14-3.2(E)(2)(b): no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

Staff Response:

The Future Land Use designation for the subject Properties is Very Low Density residential. The applicant is requesting an amendment to Low Density residential, not a change in land use, therefore, the request is to allow for an incremental increase in the density of the site is in compliance with the General Plan.

Criterion c (14-3.2(E)(2)(c): conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

Staff Response:

The conditions affecting the location and area include high-density multifamily development, construction of the S Meadows corridor, and critical utility infrastructure has been provided to the area

because of development within the past 5 to 10 years. The market and Santa Feans demand more housing at infill development sites throughout the City, therefore, the proposed Amendment to increase density in step with the conditions affecting site location and land area. The Applicant has addressed this criterion.

V. REZONING APPROVAL CRITERIA

Section 14-3.5(A) and (C) SFCC 2001 sets forth approval criteria for rezoning as follows:

(1) The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

Table 3: Rezoning Approval Criteria

Criterion 1 (14-3.5(C)(1)(a)): one or more of the following conditions exist: **(i) There was a mistake in the original zoning;** **(ii) There has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or** **(iii) A different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;**	**Criterion Met: (Yes/No)** **YES**
Applicant's Response: (i) There was a mistake in the original zoning; (ii) There has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses. (iii) As addressed above, rezoning the Property from R-1 to R-6 will build on the City's policy decision in designating the area for Low Density Residential uses as part of annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Low Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange,	

providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

Staff Response:

(i) There was no mistake in the original zoning.

(ii) The surrounding area has gone through a considerable land use change that has altered the character of the surrounding neighborhood to such an extent to justify an increase in density. Since 2000, the surrounding area has been developed with high-density multifamily apartments, the South Meadows Interchange being completed in 2011, and rezones from lower densities to accommodate higher density residential development and infill commercial development.

(iii) The Property is in the infill development area which promotes single family home and multi-family development on vacant land within the Santa Fe City limits. The request will not change the residential use of the Property, only increase the density from R3 to R6. Additionally, the SWCAMP designates the area the Property is located in as "transitional" from l low to medium residential density. This transitional area provides a buffer between higher density land-use designations and developments to the East. The higher density adds additional needed housing to the area which provides for greater opportunity and variety of benefits for the community than the current R-1 zoning. The change to R-6 is advantageous to the community to develop much needed services to the area. It is likely with the update of the Land Development Code the R-1 district will be eliminated to help promote additional housing development.

Staff finds the Applicant has addressed this criterion.

Criterion 2 (14-3.5(C)(b)): all the rezoning requirements of Chapter 14 have been met;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

Staff Response:

Staff finds that the rezoning requirements of Chapter 14 have been met: specifically, §14-3.1 "Applicable General Provisions" (the authority to file; form of the application; fees paid; pre-application conference and ENN requirements, sign posting and public notice) and the provisions, procedures, and additional requirements of §14-3.5 "Rezonings." Additionally, the rezoning application has been transmitted and reviewed by the Development Review Team (DRT) of whom review and ensure the requirements in Chapter 14 have been met.

Criterion 3 (14-3.5(C)(1)(c)): the rezoning is consistent with the applicable policies of the general plan, including the future land use map;	**Criterion Met: (Yes/No) YES**

Applicant's Response:

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Low Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

Staff Response:

SWCAMP mentions "The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested," (Attachment A, SWCAMP pg.45).

If the proposed Amendment to increase the future land use designation of land from very low density to low density, is approved, the proposed Rezoning from 3 dwelling units per acre to 6 will be consistent with the policies of the Southwest Santa Fe Community Area Master Plan, and general plan, including future land use map.

The Applicant has addressed this criterion.

Criterion 4 (14-3.5(C)(d)): the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met: (Yes/No) YES**

Applicant Response:

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

Staff Response:

SFCC 1987, Section 14-3.5(C)(2)(b) prohibits a rezoning if the rezoning will "affect an area of less than two acres." The Property is ≈7-acres and therefore exceeds the required two acres. The Rezoning and proposed use is sufficient and meets city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city. The project is located within the "Infill Area" identified in the Growth Management Chapter of the General Plan figure 4-4 Urban Sub-Areas and proposes a development that meets the needs of the community while being served by sufficient infrastructure including roads, utilities and transit. Furthermore, the infill development area represents the highest priorities for public investment for infrastructure and city services. The "Urban Area" has the potential to absorb 1,000 new housing units within the designated "Infill area," which includes vacant infill sites per the growth management section 4.4.1 of the General Plan. Therefore, the subject parcel is geographically located that sufficiently meets the projected growth rate goals for the city of 30,000 additional residents by 2020 (General Plan 4.3.1). Staff finds the applicant as addressed this criterion.

Criterion 5 (14-3.5(C)(1)(e)): the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met: (Yes/No) YES**

Applicant's Response:

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange.
Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 14. Substantial existing park land exists just to eh east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

Staff Response:

Although the requested Rezoning does not include a Master Plan or Development Plan to determine how infrastructure would service the Properties, the existing infrastructure abutting and surrounding the Property will be able to accommodate impacts future residential development. The rezoning request was sent to City of Santa Fe agencies for review and determined future development will trigger a Traffic Impact Analysis, water budget, utility plan for connections to City water and sewer services to ensure compliance with Chapter 14. Today, the Property is bisected by South Meadows road, a high transit corridor with available infrastructure for surrounding and abutting uses include high density multifamily projects.

This existing infrastructure supports higher density uses, therefore the existing infrastructure will be able to accommodate the impacts for the proposed increase from low to medium density.

Staff finds the applicant as addressed this criterion.

Criterion 6 (14-3.5(C)(2)): Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;** **(b) affect an area of less than two acres, unless adjusting boundaries between districts; or** **(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met: (Yes/No) YES**

Applicants' Response:

(a) Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Low Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Low Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.

(b) The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

(c) As addressed herein, development of the Property for Low Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing.

Staff Response:

(a) The proposed Rezoning will allow for an increase the maximum density from 3 dwelling units per acre to 6. This proposed increase in density is consistent with the infill development goals established in the General Plan and with the character of the area made up of high-density multifamily apartments, 21 and 3 dwelling units per acre districts abutting the Property (Figure 3). Although the proposed Rezoning does not propose a high-density designation, the increase in density is consistent with the

medium to high density uses and not significantly different with the prevailing use and character of the area. SWCAMP mentions “The remaining areas designated as rural protection areas have been recommended as a “Residential Very Low Density” future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City’s General Plan provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested.” (Attachment A, SWCAMP pg.45)

(b) The proposed Rezoning will affect an area totaling ≈ 7 acres and is adjusting the boundaries between districts.

(c) There is no proposed development with Rezone. At the time of development, the property owner shall develop the property at their expense and obtain the necessary surety agreements and bonds to ensure the cost of development is not at the expense of surrounding landowners or general public.

Staff finds the Applicant has addressed this criterion

VI. ATTACHMENTS

ATTACHMENT A: Development Review Team

1. Initial Review Letter 2780 S Meadows Rd
2. Southwest Area Santa Fe Master Plan

ATTACHMENT B: Maps and Photos

1. Future Land Use
2. Current Zoning
3. Aerial Photos
4. Topography
5. Utility Connections
6. Vicinity Map

ATTACHMENT C: Applicant Materials

1. A 2780 South Meadows Rd MyG PLUD-04_General_Plan_Amendment
2. B 2780 South Meadows Rd PLUD-07_Rezoning
3. C 2780 Montoya Y Garcia REVISED Ap Letter
4. C2 2780 South Meadows Rd ENN Meeting Notes
5. D 2780 South Meadows Rd County Parcel.300 FT BUFFER
6. D1 2780 South Meadows Rd County Parcel Info
7. D1 2780 South Meadows Rd Mailing Owners
8. D2 2780 South Meadows Rd Mailing Tenants 1 of 2
9. D3 2780 South Meadows Rd Mailing Tenants 2 of 2
10. D4 2780 South Meadows Road Map 300' Buffer

11. E 2780 South Meadows Road Boundary Survey
12. F1 2780 South Meadows Road LOR Package
13. F2 2780 South Meadows Rd Lot of Record
14. G 2780 South Meadows Road MAP Future Land Use
15. H 2780 South Meadows Road MAP Zoning
16. I1 2780 South Meadows Rd south meadows-row-plats
17. I2 2780 South Meadows Rd SM Road Project1
18. I3 2780 South Meadows Rd south meadows-row-plats-24
19. I4 2780 South Meadows Rd south meadows-row-plats-25
20. I5 2780 South Meadows south meadows-row-plats-23
21. J Letter Application REVISED 1/23/26

VII. APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	Name	Initials
Department Director	Heather Lamboy, AICP	HLL
Assistant Department Director	Maggie Moore	MMRM
Planning Division Manager	Dan Esquibel	DAE
Planner Senior	Joel Cruz-Haber	JCH

City of Santa Fe, New Mexico

Attachment A

Development Review Team

1. Initial Review Letter 2780 S Meadows Rd
2. Southwest Area Santa Fe Master Plan

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

September 8, 2025

Karl Sommer
P.O. Box 2476
Santa Fe, NM 87504

Re: Initial Review Letter for Case #2025-10766 & 10767 – Application request to amend the General Plan Amendment future land use designation from "Very Low Density" to "Low Density" and Rezone from R-3 to R-6 at parcel #'s 910008782. 99312180, 99312181.

Dear Mr. Sommer,

Your revised application was received on August 12, 2025, and has been reviewed by Planning Division staff (Staff) and the City's Development Review Team (DRT). Attached are the initial DRT review comments including conditions of approval and technical corrections. I would like to highlight and summarize the following key items:

A. Initial Planning Division Review Summary

1. Your response to general plan approval criteria §14.3.2(E)(1)(a), references the Southwest Santa Fe Community Area Master Plan ("SWCAMP") instead of referencing the Santa Fe economic development plan and general plan. Analysis of SWCAMP should be mentioned in general plan approval criteria (G). Additionally, provide a deeper analysis pertaining to existing land use conditions such as access and availability of infrastructure. The U.S. census population provided in your letter is for Santa Fe County, what about the City of Santa Fe?

2. Your response to general plan approval criteria §14.3.2(E)(1)(b) includes a reference to SWCAMP. Your response should only demonstrate the proposal's consistency with the other parts of the General Plan.

3. Your response to general plan approval criteria§14.3.2(E)(1)(c)(i) is specific to a future land use district abutting the site to demonstrate how the proposed amendment does not allow uses or change that is significantly different from the prevailing use and character of the area. Please revise your response to elaborate how the proposed amendment is consistent with existing and prevailing land uses in the area.

4. Your response to general plan approval criteria §14.3.2(E)(1)(C)(iii) does not elaborate how expenses will not affect surrounding property owners.

5. Remove general plan approval criteria §14.3.2(E)(1)(e) – "Compliance with extraterritorial zoning ordinances and extraterritorial plans;" from your approval letter. This is no longer an approval criteria staff reviews to determine compliance. Your answer can be transitioned to your response to general plan approval criteria §14.3.2(E)(1)(f).

6. Please revise the formatting of your response to§14.3.2(E)(2), "Additional Criteria for Amendments to Land Use Policies" so answers are divided by sections a, b, and c, rather than one paragraph for a net response. Additionally, your response to criteria (a) should be in reference to growth and economic projections contained within the general plan rather than the SWCAMP.

7. The first paragraph of your letter states "*requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential…"* However, the term "*Medium Density Residential*" is used in general plan amendment criteria responses in the letter to describe a change to "*Low Density."* Please revise the letter to be consistent with what is being amended to the general plan.

8. Please revise the formatting of your response to Rezoning approval criteria number 6, so answers are divided by sections a, b, and c, rather than one paragraph for a net response.

B. Initial DRT Review Summary

Your general plan amendment and rezoning applications has been reviewed by the DRT and the following necessary revisions have been identified:

1. Leroy Pacheo, MPO, has requested a Initial Traffic Analysis "ITA" be submitted at the time of development if the proposed rezoning is approved.

2. Alan Hook, Water Division, has requested a water budget be submitted at the time of development, if the proposed rezoning is approved.

Please review all Staff and DRT secondary comments, revise your submittals as needed and resubmit for review and final approval. Once revised submittals are accepted, a public hearing date may be scheduled. Please let me know if you have any questions or concerns or if you would like to request a Review Coordination Meeting.

Thank you,

Joel Cruz-Haber
Senior Planner, Planning and Land Use Department

CC: Heather Lamboy, Planning and Land Use Director
Maggie Moore, Assistant Director
Dan Esquibel, Planning Manager

SOUTHWEST SANTA FE COMMUNITY AREA MASTER PLAN

Acknowledgements

City and County planning staff would like to express their deep appreciation for those persons who have contributed their personal time, thoughts and energy to the development of *the Southwest Santa Fe City County Master Planning Initiative Final Report* and the *Southwest Santa Fe Community Area Master Plan*. It has only been through their efforts that these projects have become a reality. Thank you for sharing your thoughts and beliefs.

Southwest Area Steering Group Members and Participants

Jeff Branch
Don Brayfield
Theresa Campos
Laurie Chapman
Miguel Chavez
Paul Duran
Fred & Linda Flatt
Ben "Gaby" Gabaldon
Fred Garcia
Joanna Garcia
Josefina Herrera
Jennifer Jenkins
Andy Joseph
Marie Longserre
Fred Lopez
Louis R. Mares
Connie Martinez
Rene Martinez
Sarah Melton
Harold Moya
Robert Padilla
Paul F. Peppard
Greg Reid
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Table of Contents

Chapter 1 Guiding Principles and Community Vision
Section 1. Preface 1
2. Introduction to the Southwest Santa Fe Community Area Master Plan 2
3. Community Vision and Development Principles 4

Chapter 2 Neighborhood Planning Areas 7
Section 1. Central Neighborhood Plan Area 8
2. Southcentral Neighborhood Plan Area 14
3. Western Neighborhood Plan Area 20
4. Southeastern Neighborhood Plan Area 26
5. Cerrillos Road Corridor Area 32
6. River Corridor Plan Area 41
7. Agua Fria Traditional Historic Community 48

Chapter 3 Framework for Future Neighborhood Development Patterns 55
Section 1. Future Residential Development Areas 56
- Existing Residential Development Patterns
- New Neighborhood Unit Areas
- Agua Fria Development Models

2. Corridor Development Areas 60
3. Transitional Development Areas 64
4. Rural Protection Areas 69

Chapter 4 Southwest Area Master Plans 71
Section 1. Future Land Use Plan 72
2. Future Demographics and Resource Allocation 75
3. Connections and Circulation Plan 79

Chapter 1
Guiding Principles and Community Vision

Preface

Neighborhood Identity and Local Solutions

"*It's really just about people*," was the response of one workshop participant during an early discussion on neighborhood issues and concerns. It is simply about their views, their concerns, their opinions—it is about their quality of life, as *they* would define it. For the planners who have participated in this process, it has been about listening and trying as best to understand those perspectives…

As the initial public visioning process neared completion, City and County planning staff began grappling with how to proceed with the next phase of the larger planning initiative. There was always one basic question in mind, "How do we begin to translate the principles and future development framework of the *Final Report* into something tangible to the people who live and are vested in the Southwest Area? How do we also encourage future development to create a stronger sense of neighborhood and community identity?" The answer lay in the maps themselves—the map of existing neighborhoods. The Southwest Planning Area is neighborhoods…neighborhoods of many styles, patterns, people, but all with a common vision; a vision of a diverse and unique place that has become the inclusive community that it is.

The planning process that was developed, and its results, is about local solutions. The Southwest Planning Area possesses many unique planning challenges and issues. The neighborhood plans that have been developed by the people who live there, work there, who own land there, have collaborated together to create their own unique solutions to those issues facing their neighborhoods. They worked to form a clear understanding of what exactly is their neighborhood, what makes it special or in some cases, not so special, and what could that neighborhood become in the future utilizing the tools described in the *Southwest Santa Fe City/County Master Planning Initiative Final Report*. The greatest single element of the master plan is not necessarily the outputs; it is the public process itself.

The Southwest Santa Fe Community Area Master Plan is a collection of those neighborhood solutions and an expression of their realized and future identity.

Introduction to the Southwest Santa Fe Community Area Master Plan

The Master Planning Process through Neighborhood Planning

Once City and County planning staff agreed that the approach for developing the master plan would be through neighborhood plans, neighborhood areas needed to be created out of the greater whole. Working with the original members of the Southwest Planning Area Steering Group, City and County staff divided the entire planning area into seven distinct neighborhood-planning areas. These groupings of neighborhoods were derived according to some unifying character, natural feature or relating theme. The areas had to remain geographically small enough to function as a neighborhood unit, but large enough to keep the number of neighborhood areas manageable.

Each neighborhood plan was to be developed within four planning worksessions totaling 28-neighborhood workshops. The process began in June of 2001 and was completed in December of that year.[1] All together, over 50 public participation forums, including meetings, workshops, presentations and public hearings have been conducted since June of 2000, the date the Southwest Area Master Planning Initiative public participation process began. There are also more public forums to follow before the work is complete.

Participation in the neighborhood planning workshops included property owners, neighborhood associations, business interests, and other concerned parties. Over 6,000 notices/agendas were mailed in accordance with County property owner appraisal records in addition to neighborhood associations, steering group members/interested parties and apartment/mobile home park management companies. Participation ranged anywhere from 5 to 40+ people at any given workshop, but the average attendance was usually between 8 and 15 people per meeting. It is estimated that over 140 people participated in the plan development process over the course of seven months.

The workshops[2] were conducted using scenario-building techniques. Workshop #1 focused on defining and understanding what made up their neighborhood; what were the concerns, issues and strengths. Staff also asked the participants what was it that furthered their own quality of life, where did people interact, where were the activity centers or neighborhood cores. The first workshop also served as an opportunity to familiarize the group with the principles and development design elements contained within the *Final Report*.

The second workshop verified the existing land uses. It was important to clearly understand how the land was being used so that a corresponding land use designation was appropriately assigned. Several of the land uses in the Southwest Area were new and unique, so the planning groups worked to define new categories

[1] One final workshop has yet to be completed—the final Agua Fria THC worksession.
[2] The Agua Fria THC did not follow the workshop schedule since their process was unique. See that Chapter 2, Section 7 for more details on their tailored process.

that would accurately describe their properties. The groups also worked to identify development patterns. Areas of differing urban and rural patterns were delineating, including vacant lands.

The third session began the scenario construction process. The focus was to identify areas of potential future development and/or areas that might be considered for rural protection. Participants looked at a variety of choices for neighborhood development pattern areas[3] and selected a series of alternatives that they considered the best future patterns. In several cases, the planning groups actually suggested modified or "interactive" land use control systems that they felt better satisfied the desired goals of the neighborhood.

The last workshop reconstructed the future neighborhood pattern selections from the previous session and then applied future land uses to those areas. In addition, future land uses were either applied to 1) undesignated areas or to 2) reevaluated future designations of the City's General Plan, based on the existing land use patterns and densities derived in Worksession #2. After examining a series of land use scenarios, the group, by consensus, selected the patterns and uses that they felt most accurately expressed their ideals of what their neighborhood should look like in the future.

Once the future land uses were complete, they were then reassembled into a single-composite, future land use plan (see Chapter 3, Section 1). In addition, each neighborhood process has been translated into individual neighborhood plans, making up the most important component of this master plan. Finally, the completed future land use plan allowed the planning and transportation/traffic engineering staff to derive conceptual transportation[4] and pedestrian connections and circulation patterns that would allow future neighborhoods to be connected within and among themselves. Future population, housing units and water demand estimates were also derived based on the future land uses.

To complete the planning process, a draft master plan will be distributed to the neighborhood planning groups at a final workshop (of all the groups together). Suggested modifications will be considered by group consensus and incorporated. The final draft of the master plan will then be circulated for public comment and review. When that process is complete, it is anticipated that formal public consideration will then be conducted[5].

[3] "Future neighborhood pattern models or areas" are the equivalent of "typology areas" as described within the *SW Area Final Report*.
[4] This process does not alter or amend the adopted ARTF Future Roads Plan. Suggested transportation connections are at the collector to local street levels only.
[5] The noted exception to this process is the Cerrillos Road Corridor Plan Area. Because of pending development, the City Council considered and adopted the Cerrillos Road Corridor Plan and corresponding City General Plan amendments in November of 2001. That section has been reincorporated into the larger master plan.

The Community Vision and the Guiding Development Principles

The Southwest Santa Fe City/County Master Planning Initiative Final Report

The Southwest Santa Fe City/County Master Planning Initiative Final Report (May 2001[1]), referred throughout this master plan as the *Final Report*, represents the first of three phases under the Southwest Area Master Planning Initiative[2]. City staff was directed to initiate a public participation process in order to develop a master plan for the Cerrillos and Airport Road area located in the southwest sector of the city. This directive was later expanded to include County participation in developing that process. The original area was also expanded to include a larger section of the extraterritorial zone that would ultimately constitute over 5,100 acres.

The result of the City/County collaboration was development of a public visioning process. The professional services of ACP Visioning, Inc. were employed to design, conduct and communicate a community area vision for Southwest Santa Fe, and then to create a series of corresponding development guidelines that would realize that vision. A detailed public participation process was included as part of that contract, including a series of focus groups, citizen surveys, public workshops and most importantly, creation of an oversight committee referred to as the Southwest Area Steering Group. Under the direction of ACP Visioning, Inc. and the dedication and commitment of the steering group members, the *Final Report* was completed within a seven-month period.

The *Final Report* provides three critical elements on which this master plan is based; the vision, the guiding development principles and building blocks, and the policy framework for future development. Throughout the master planning process, these elements were referenced, emphasized and translated. Their role and importance in development of this plan cannot be understated.

The following sections are highlights (only) taken from key sections of the *Final Report*. Greater detail on each of these sections can be found in Appendix III, the *Final Report*.

The Community Vision

The vision that was developed is a simple one—a vision of "place" that is both beautiful and balanced, that bears strong relation to historic Santa Fe, yet possesses its own distinct style and character. It is a place were streets are safe and comfortable for walking, where public parks become the social nuclei of each neighborhood and where affordability and good quality of life can be offered and enjoyed by all.

There are four basic premises that accompany that vision:

[1] Appendix III. The Final Report was adopted by the Santa Fe City Council on November 28, 2001.
[2] See Appendix II, Resolution 1991-91.

- The neighborhood is and remains the basic building block of the community.

- Complementary to the neighborhoods are mixed-use commercial areas, located within a reasonable walking distance thereof, that provide job opportunities, services and certain amenities to the people who live there.

- Civic spaces are part of each neighborhood and where schools are introduced within these structures whenever possible.

- Great care and consideration are given to the natural features of the area. These features should be integrated and respected in any planning process.

The overall vision reflects a predominance of residential land uses for the area, but where a full accouterment of goods and services compliment the community.

The Development Principles and Building Blocks

Ten development principles were also developed as part of the public participation process. Each represents a basic core value by which the policy framework for future development was constructed. The principles and the building blocks were intended to become the foundation by which future-planning tools would be developed in order to implement the plan. The master planning process has, in fact, been constructed on these basic core values. Because their importance in the process cannot be overstated, they are provided here as a matter of reference. These principles are also cited throughout the document.

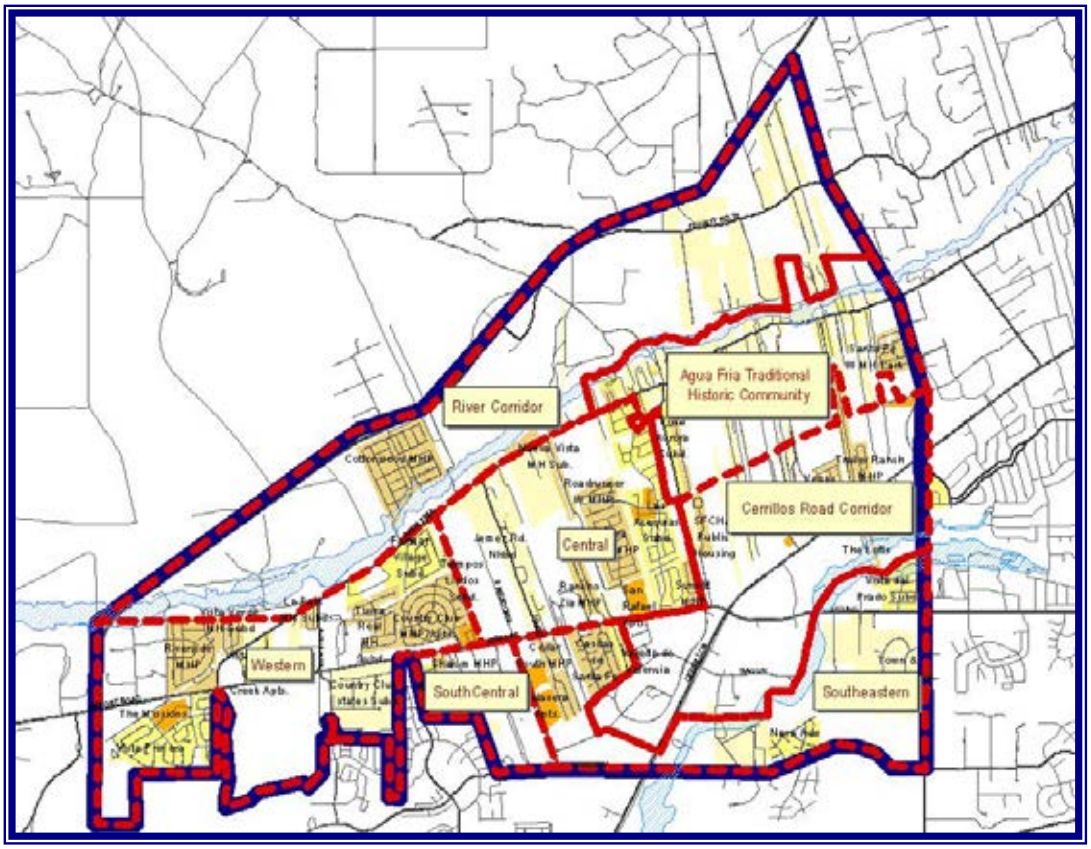
- Principle 1: Neighborhoods in Southwest Santa Fe should be walkable.
- Principle 2: Neighborhoods in Southwest Santa Fe should be connected within and among themselves.
- Principle 3: Neighborhoods in Southwest Santa Fe should include institutional buildings such as schools and churches in their core.
- Principle 4: Neighborhoods in Southwest Santa Fe should have a neighborhood center at their core.
- Principle 5: Neighborhoods in Southwest Santa Fe should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community.
- Principle 6: Commercial areas in Southwest Santa Fe should be connected to the surrounding neighborhoods (within an easy walking or driving distance).
- Principle 7: Commercial areas in Southwest Santa Fe should be linked to nearby neighborhoods through intermediate scale buildings such as live/work units.
- Principle 8: Residents of Southwest Santa Fe should be able to safely cross Airport Road at key intersections.
- Principle 9: Areas of Southwest Santa Fe contiguous to the Santa Fe River should be developed with a pattern similar to that of Agua Fria Village.

- Principle 10: The Santa Fe River is an important landmark in Southwest Santa Fe. It should be protected and easements should be created to provide residents with access to the river.

The respective building blocks described under each principle are specific guidelines or action statements necessary to carry out a principle's stated intent. They describe detailed design or planning elements that can be universally applied within the Southwest Area. As with the principles, they have provided the foundation on which many of the land use applications have been built.

The *Final Report* concludes with the policy framework for future development. Three "typology" area frameworks, derived from the principles and building blocks described earlier, are presented as the *future development models* that have been designed specifically for the Southwest Planning Area. Chapter 3 of this master plan has translated and applied those future development models contained within the *Final Report* as future neighborhood pattern areas. These future neighborhood areas are referenced throughout the neighborhood plans. Chapter 4 then provides a detailed description of how each of the these neighborhood pattern models are intended to function.

Chapter 2
Neighborhood Planning Areas



Neighborhood Planning Areas

The seven neighborhood plans contained in Chapter 2 are the “backbone” of the overall master plan. They offer the details and insight into how each neighborhood area views themselves and their potential future identity.

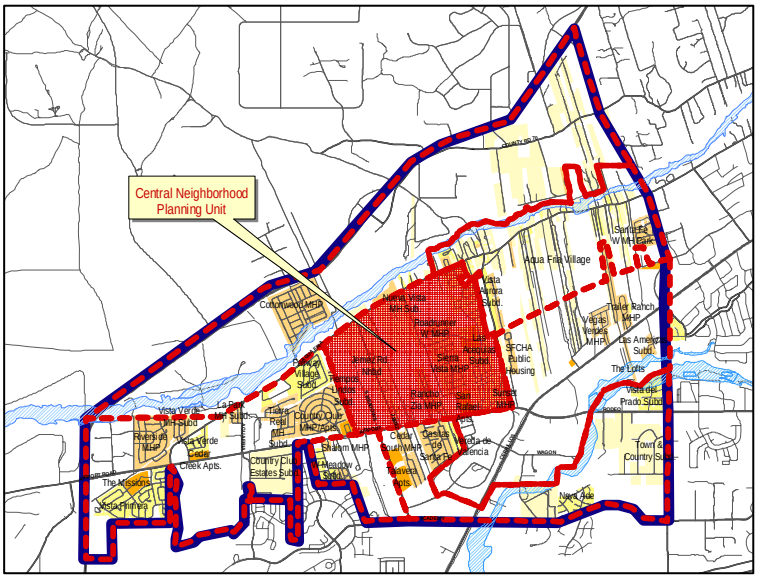
Each plan provides a detailed description of the existing land use conditions and pending development activity. It also describes each planning process and their outcomes, including the application of neighborhood development patterns to vacant lands and the application of future land uses that were intended to create community.

Each planning process was similar, yet each neighborhood plan is unique. All the neighborhood plans complement one another and work within the common thread of the *Final Report*.

Central Neighborhood Plan Area

Unit Area Description

The Central Neighborhood Plan Area is generally bounded to the north and south by Agua Fria and Airport Roads, and east and west by the Agua Fria THC and those residential subdivisions located along Morning Drive (see Map 2.1.1). The neighborhood area falls within both the City (32%) and EZ (68%) jurisdictions. The area is predominately residential in nature but, consists of both the traditional Agua Fria land patterns (long-lot north/south tracts and the Jemez Road east/west orientation) as well as the more standard suburban model (Las Acequias).



Map 2.1.1 Central Neighborhood Plan Area

The plan unit is comprised of approximately 661 acres whereby 281 acres, or 43% (refer to Table 2.1.1), remains as undeveloped land. In addition, nearly 99% of the vacant tracts are located within the EZ. Of those vacant parcels, the average tract size is approximately 3.5 acres with a range of 40 to one-tenth acre lots.

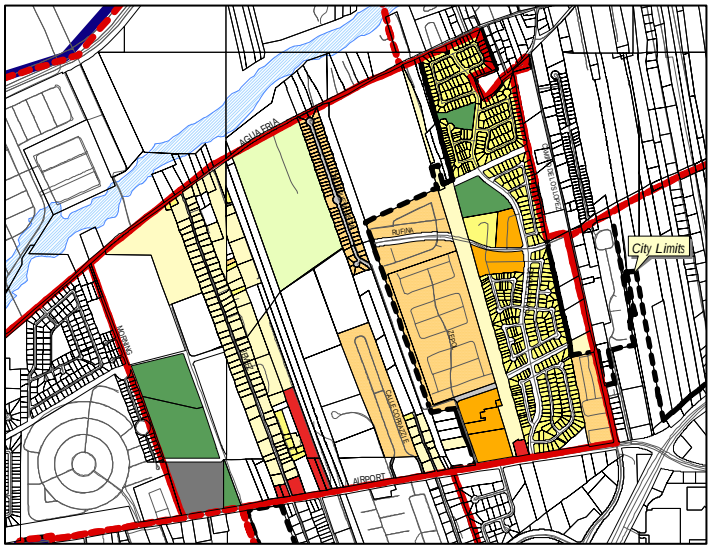
Existing Land Uses and Urban Forms

The existing land uses within the Central Neighborhood Plan Area are illustrated in Table 2.1.1. *Nearly 50% of the plan area is currently being used for residential purposes.* Residential uses vary widely in form and type--from rural and "historic" residential, to suburban subdivisions, to mobile home parks to multi-family residential units.

Land Use Category	Total Acreage	% of Total
Undeveloped/Vacant	281.6	43%
Rural Residential	39.9	6%
Residential Very Low Density	95.7	14%
Residential Low Density	79.4	12%
Residential Medium Density	94.4	14%
Residential High Density	17.4	3%
Park	31.1	5%
Commercial	7.9	1%
Industrial	9.7	1%
Easement/ROW	4.0	1%
Total	***661.1***	***100%***

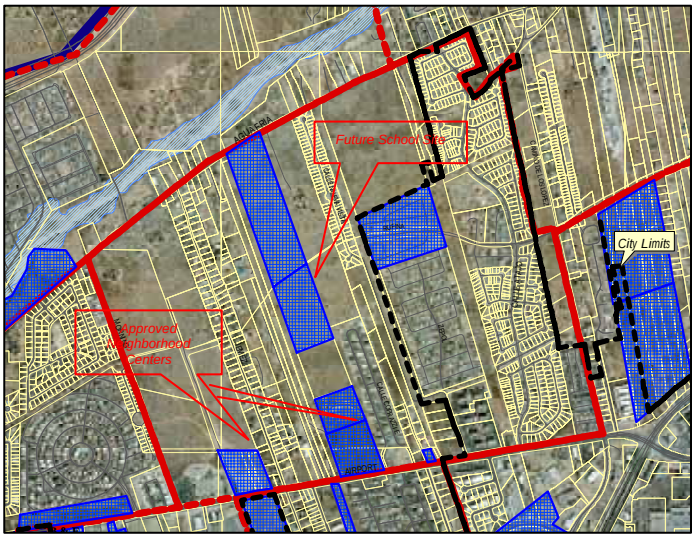
Table 2.1.1. Existing Land Use Acreage and Percentages

In contrast, only 2% of the uses are commercial based. As noted previously, a considerable amount of land remains undeveloped. The Central Area also contains one of the two developed public parks (Las Acequias Park) located within the Southwest Planning Area. In addition, there is also an undeveloped park located in Las Acequias that may be developed at some future date, as well as the recently acquired County open space park referred to as Meadows Field.



Map 2.1.2 Central Area Existing Land Uses

There are several approved development projects (within the EZ) including two neighborhood commercial centers and a future elementary school. These future centers along Airport Road are proposed at the future intersections of the South Meadows extension and for the County Road 62 extension (see Map 2.1.3).



Map 2.1.3. Pending or Approved Development

The area urban forms represent a combination of both the traditional land patterns of Agua Fria and the suburban curvilinear/cul-de-sac style development. Regarding the traditional patterns, both forms of the Agua Fria Model are well represented in the area. The north/south, long-lot patterns make up a portion of the undeveloped lands. Where the long-lot tracts have developed, they have done so in accordance with the traditional linear east/west patterns as typified by the Jemez Road Neighborhood or the Nueva Vista and Tiempos Lindos Mobile Home Subdivisions. The variation between these two patterns are basically density, where the north/south patterns remain at rural density, because the land has not been perpendicularly subdivided. The east/west patterns are typically at a greater urban density due to either repeated lot splits or formal subdivision of land. The east/west patterns, however, are born from the original north/south tracts.

Residential densities also vary with these patterns. For example, the Las Acequias Neighborhood (located within the City) represents a gross residential density of 7.1 du/ac, a typical compact suburban density. In contrast, mobile home parks throughout the Southwest Plan Area, such as the Sunset Mobile Home Park, tend to have a higher

gross density (with a density of 9.3 du/ac). Within the traditional patterns that are commonly located outside the city limits, north/south tracts tend to be less dense--at or less than one du/ac, while the east/west patterns tend to be closer to an urban density of 2.5 du/ac. As an example, the rural residential patterns within the planning area consist of a gross residential density of approximately 0.7 du/ac while the Jemez Road Neighborhood consists of a 2.6 du/ac gross density.

The average density, excluding multi-family, for the Central Plan Area is approximately 5.5 du/ac. Including multi-family uses, the gross density falls closer to 8.4 du/ac.

Activity Centers and Neighborhood Cores

There are no major activity centers located within the neighborhood area, however, the Las Acequias Park has historically functioned as both a local activity center as well as the neighborhood core. As in many of the neighborhood planning units, the area is underserved by local centers. There is potential opportunity, however, to provide future cores through pending institutional uses such as future schools. In addition, the newly-acquired County public open space park (South Meadows Field) has potential as a future community core.

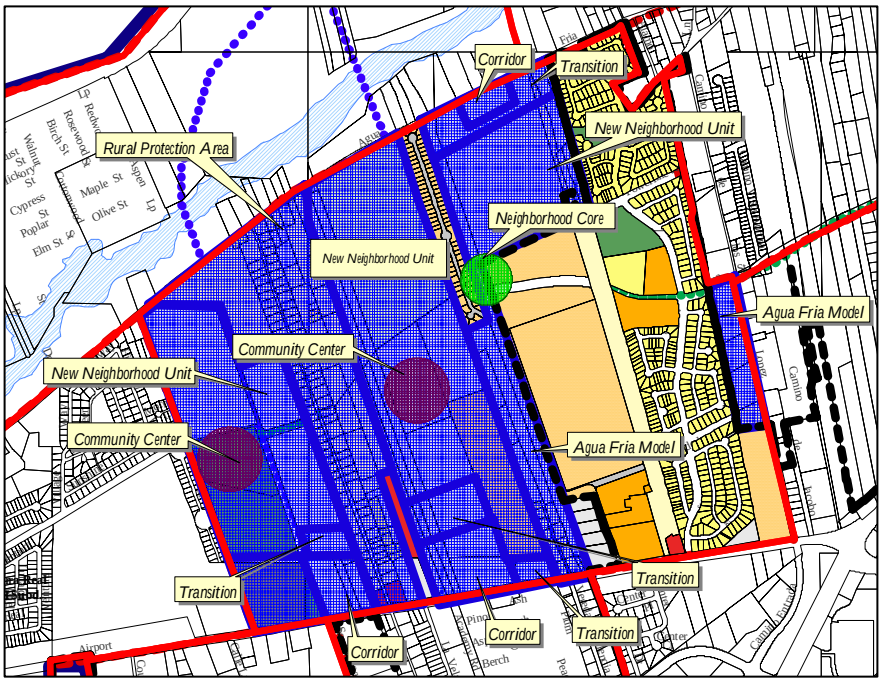
Las Acequias Park

As illustrated in Map 2.1.3, there are current plans to construct a new public elementary school on an 11-acre site at the southern intersection of Rufina Street and the future CR62. *This type of institutional use, centrally located within the community, will provide the kind of community facility that the Final Report references within Principle 3 (page 19) which states that neighborhoods should contain institutional buildings such as schools and churches at their core.* In addition, there is considerable vacant lands surrounding the site, which provide additional opportunities for creating development as envisioned by the *Final Report's* new neighborhood unit concept with the school acting as the neighborhood core.

Proposed Neighborhood Pattern Areas

Because of the substantial amount of vacant lands, the Central Area planning participants have chosen to apply new neighborhood pattern designations to nearly half of the planning area (see Map 2.1.4). *The proximity and tract size of these vacant areas renders this planning unit (out of the seven) with the greatest potential to integrate future neighborhood unit development and new neighborhood cores with existing residential development.*

One of the primary objectives of the Central planning group has been to employ the new neighborhood unit concepts to strengthen neighborhood community identity. *This is to be achieved by fully utilizing the neighborhood pattern models, including neighborhood center or cores, applying a variety of residential densities (to remain in keeping with Principle 5[1]) and tying existing and future commercial development along Airport Road to these new neighborhoods*.[2]



Map 2.1.4. Proposed Neighborhood Pattern Designations for the Central Neighborhood Plan Area

Three new neighborhood units have been designated with related neighborhood cores: 1) the Meadows Field open space/park, 2) the future elementary school and 3) a potential future pocket park that could tie together two existing and two future neighborhoods. Where there is an adequate amount of developable land with a new neighborhood unit, the neighborhood center/core development should follow the *Final Report's* model, including institutional uses with public parks or open space development.

The proposed new neighborhood units have also been related to existing and future commercial along Airport Road (and once instance along Agua Fria Road) by applying an appropriate corridor depth[3] along these arterials. In all instances, intermediate uses

[1] Principle 5 of the *Final Report* states that "neighborhoods…should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community".

[2] This follows Principles 6 and 7, which state that commercial areas…"should be connected to the surrounding neighborhoods" and "should be linked to nearby neighborhoods through intermediate scaled buildings such as live/work units".

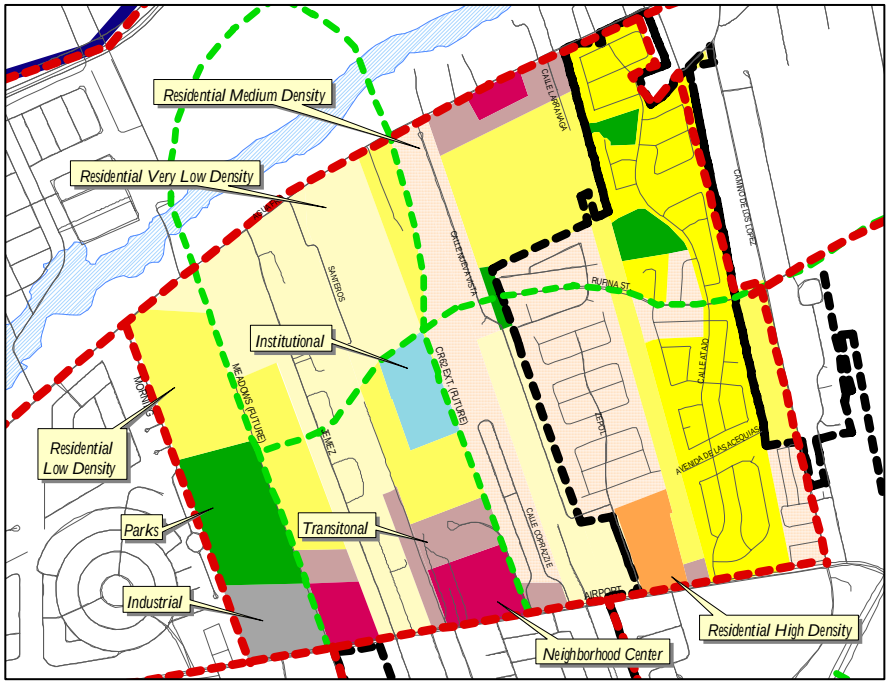
[3] As mentioned in the neighborhood pattern model section of the master plan, an appropriate corridor depth along Airport Rd. would allow for the types of uses and building scale for neighborhood-oriented commercial only. For Agua Fria Road, the uses and scale should be even further reduced as would be appropriate for a minor two-lane arterial and to be in keeping with the existing patterns.

introduced through transitional areas have been created as a "step back" from commercial to the adjacent residential areas to be in keeping with the neighborhood pattern design.

Lastly, two of three "traditional" pattern areas has been designated as the Agua Fria model and the other area, the Jemez Road Neighborhood, is designated as Rural Protection in order to preserve the character and forms. The Agua Fria Model area that fronts Airport Road is only partially built out[4], and the planning participants considered that the area should be encouraged to continue in its original urban form. This would allow for continued pattern diversity as well as respecting the original urban forms. For those tracts with direct access to Airport Road, some increase in residential density may be considered on a case-by-case basis, however, the proposed patterns should be in keeping with traditional development patterns and remain harmonious with any adjacent residential uses or patterns.

Future Land Uses

The derivation of future land uses (see Map 2.1.5) that is being proposed by the Central Area planning group 1) generally respects the existing land uses, 2) integrates the neighborhood pattern models, and incorporates approved future development for the area.



Map 2.1.5. Proposed Future Land Uses for the Central Neighborhood Plan Area

As formerly noted, the area offers considerable potential for creating new neighborhood unit development. *It has been the desire of the planning group to make every attempt to meet the principles of the Final Report, and have suggested a broad range of residential*

[4] As opposed to the Jemez Road area, which is virtually built out.

densities for these areas in an effort to promote diversity, housing affordability and further community identity. When housing type and style were discussed, the group expressed a strong interest in varying the housing styles as well. There was a strong preference, however, for ownership-based, "stick built" residential housing that would be more in keeping with the City's Housing Opportunity Program on affordability[5]. There seemed to also be a general acceptance of continued densities at or near the Las Acequias for the new neighborhood units (6-7 du/ac.), however, there was a preference for some housing pattern diversity, such as compound or clustered development, or a mixing of housing types.

The planning group also was generally open to the introduction of neighborhood-serving commercial, provided that it was restricted in size, location, uses and scale. Several of the participants agreed that such uses as "sit-down" restaurants, medical or professional offices, small/local retailers, or small grocery would be appropriate, however, they would need to be at a neighborhood scale and of a pedestrian orientation (in contrast to automobile-oriented retail/services such as a "fast-food restaurant" or gas station/convenience store). The group also has applied several transitional designations to areas where commercial has been suggested, in order to encourage compatibility and relationship where there is both existing and future residential areas. Smaller transition areas have also been suggested to those areas where legal, non-conforming commercial areas currently exist, so that if in the future they chose to expand, they would be considered a redevelopment site and would be required to meet the principles and guidelines for commercial redevelopment within the Final Report.

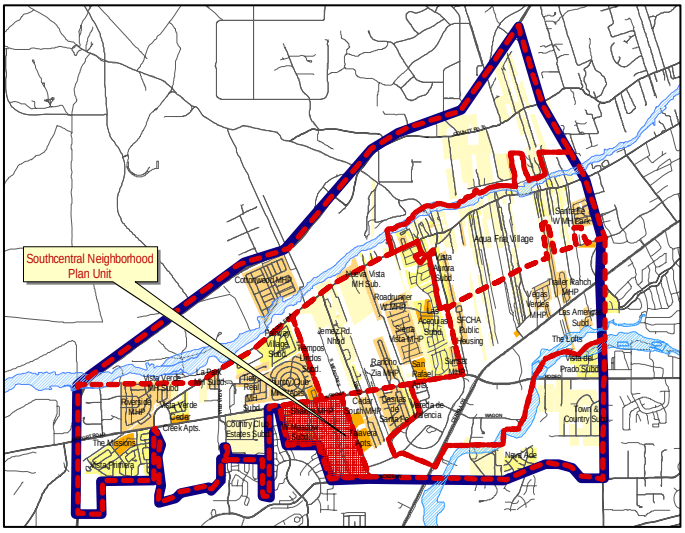
Regarding future connections, attempt should be made to connect existing neighborhoods, through the extension of local streets or through pedestrian trails. Local street connections may be restricted in such a way (see Chapter 3, Section 3, Connections and Circulation) as to merely connect one neighborhood to another, in an effort to discourage potential "cut-through" traffic. Pedestrian connections, however, should be created to unify entire neighborhood planning areas, connect local activity centers and neighborhood cores and provide access to public places such as a future River Trail.

[5] At the time of this writing, the City currently is the only jurisdiction with an adopted housing affordability program. The County/EZA, however, are now in the process of considering a similar housing affordability program.

Southcentral Neighborhood Plan Area

Unit Area Description

The Southeastern Neighborhood Plan Area is located generally north and east of Tierra Contenta, and is bounded by Airport Road and South Meadows Drive (see Map 2.2.1). In area, it is the smallest of the seven planning units. The plan area can generally be described as an "eclectic" assembly of uses, patterns, and densities. The area form is more the absence of any defining urban pattern, but with several distinguishing land use characteristics. Many of the property owners generally regard their area as a collection of mixed-uses ranging from agriculture, to art and crafts, to institutional, industrial and residential. There are also several instances of live/work type uses occurring in the area. The high proportion of institutional uses and live/work scenarios dominate the neighborhood area.



Map 2.2.1. Southcentral Neighborhood Planning Area

The area consists of approximately 162 acres whereby 25 acres (15%) are currently within the city limits. Approximately 28% of the area remains vacant---all of which is located within the EZ. Based on the number of recent applications for development review and approval by the governing body[1] (see Map 2.2.3), the area appears to be under increasing development pressure (within the EZ).

.

Existing Land Uses and Urban Forms

The existing land uses for the neighborhood area are illustrated in Table 2.2.1 below. As noted, greater than a quarter of the area remains undeveloped. In addition, the area has the highest overall percentage of institutional uses. Institutional uses include schools (Sweeney Elementary, Ortiz Middle School and a charter school) several churches and a semi-private rehabilitation center.

Probably the most unique feature of the area is the number of rural, live/work scenarios that occur within the area. *Several of the planning participants that are also property*

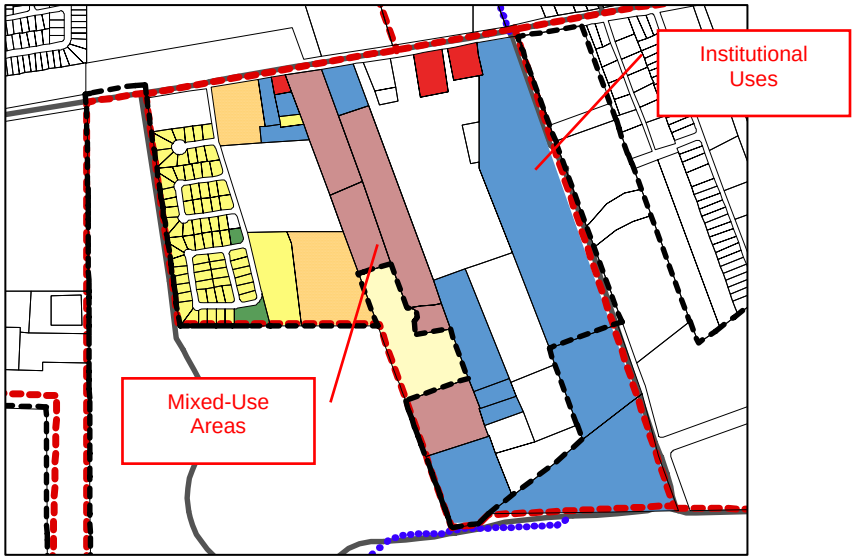
[1] The governing body referenced here is the Extraterritorial Zoning Authority. The current trend for requests for development approval are for projects at urban densities with city services without corresponding request for annexation. One such request is being processed through the creation of a project-specific "urban boundary" joint powers agreement in order to extend city services and build at otherwise urban densities without obligation of annexation into the City.

owners/residents in the area strongly associate themselves with rural/agricultural lifestyles where they live and work within their respective properties. The uses range

Existing Land Uses	*Total Acreage*	*% of Total*
Undeveloped	44.9	28%
Residential Very Low Density	6.9	4%
Residential Low Density	15.6	10%
Residential Medium Density	9.5	6%
Park	0.9	1%
Institutional	52.6	33%
Commercial	2.6	2%
Mixed Use	20.2	13%
ROW/Other	8.4	5%
Total	**161.7**	**100%**

Table *2.3.1. Existing Land Uses for the Southcentral Neighborhood Planning Area*

from animal_husbandry and agriculture to woodworking and milling to artistic metal stamping and bronzing. Although the urban forms are not necessarily in keeping with the historic Agua Fria models, the rural land practices tend to reflect the more traditional uses of the land. These live/work, or mixed-use, scenarios constitute approximately 13% of the area (see Map 2.3.2). Commercial land uses constitute only 2% of the planning area. In contrast, 20% of the planning unit is comprised of developed residential. There are only 2 small private park areas within the unit, however, the area terrain is dominated by a natural drainage feature that meanders through the heart of the area. The small arroyo traverses between the two schools southwesterly to eventually tie to the larger Tierra Contenta arroyo network. Several participants felt that the arroyo, although it remained in private ownership, was the neighborhood's actual "activity" space since there were no public access areas or connections.[2]

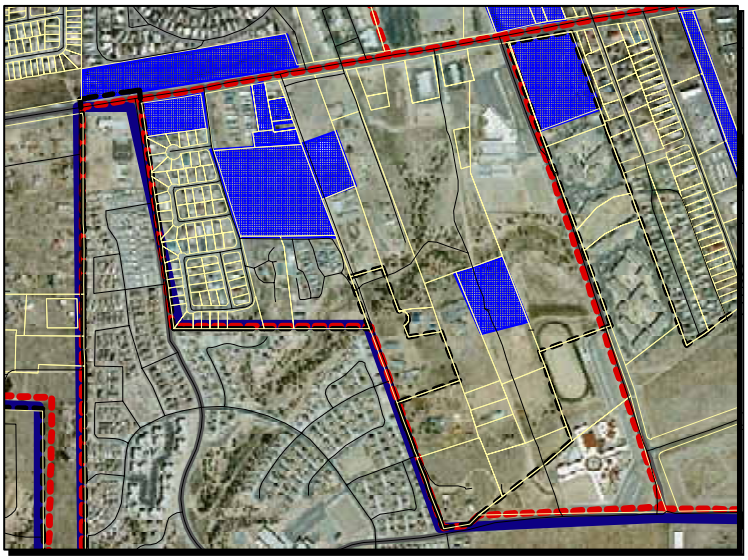


Map 2.2.2. Southcentral Area Existing Land Uses

Residential densities vary from Medium Density Residential within the mobile home parks (averaging 6-8 du/ac) to very low-density residential for the rural residential tracts.

[2] There were concerns, however, that there was increasing use of the arroyo as a public pedestrian path and with it an increase in crime and degradation of the natural feature. The group felt that the increase in use was due mostly to the increasing number of school children "cutting through" from Tierra Contenta to the schools.

The average density for the developed residential areas is approximately 6.1 du/ac. The prevalent residential housing types within the area are the mobile home subdivision or park and live/work scenarios with one residence-one business. As previously noted, there is no clear, definable *urban* development pattern within the neighborhood area. The area has continued, for the most part, to remain semi-rural or predominately institutional.



Map 2.2.3. Approved or Pending Area Development

Activity Centers and Neighborhood Cores

Another unique characteristic of the Southcentral Neighborhood Plan Area is the high number of community activity centers versus the lack of neighborhood cores. In several of the other planning areas, there has tended to be few or no activity centers, with several neighborhood cores (namely private parks). In this area, the opposite trend holds true.

The three schools and churches provide for a variety of public community places. In contrast, the continued rural character of the planning area has not created a need or the opportunity for neighborhood core[3] development or formalized pedestrian connections within the unit. *However, as development occurs within the planning unit, the introduction of a neighborhood core, including a developed public park, with possible pedestrian connections along the natural drainage feature should be incorporated as part of any future development.*

Proposed Neighborhood Pattern Areas

The neighborhood pattern areas that have been created by the planning group represent a combined hybrid of a mixed-use scenario and the new neighborhood unit development (see Map 2.2.4). The participant's primary objective was to apply a development pattern that was consistent with their own neighborhood vision—an eclectic range of styles,

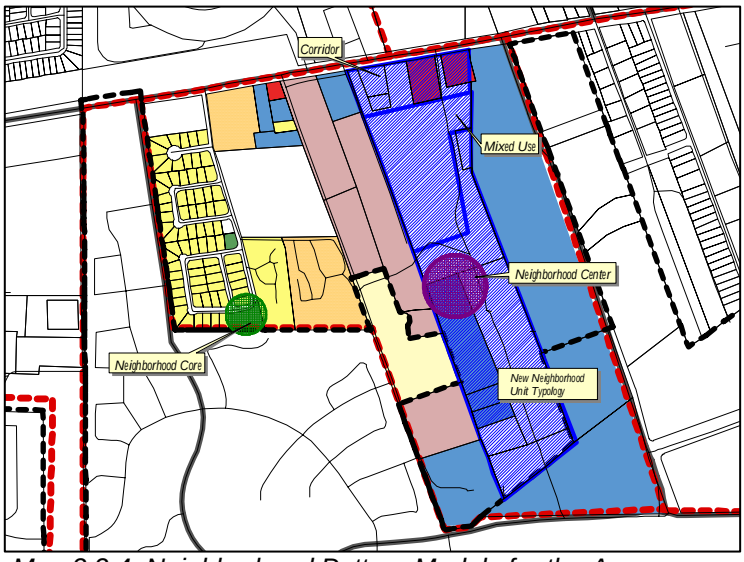
[3] The single exception is the open space/drainage area within the West Meadows MHP.

uses, and patterns that promote live/work and semi-rural or agricultural development patterns.[4]

The planning group has applied (and extended) a corridor area designation to the developing commercial area along Airport Road. It is intended to be at a continued neighborhood scale (see corridor descriptions--Chapter 3.2). The group then applied an expanded transitional area from the corridor along Lucia Lane to a proposed neighborhood center located in proximity to the area's natural drainage feature. The design of this area is intended to be in keeping with a mixed-use development scenario, including residential/non-residential uses that is in keeping with the adjacent mixed uses. The mixed-use area is considered large enough to be able to accommodate a mixed-use type project in lieu of smaller-scaled, "single-use" transitional development.

Example of the one of the arts & craft studio uses

Finally, the planning group has applied a new neighborhood unit model to the remaining vacant lands (including the RAP center and the "temporary" church facility that is adjacent to the south). *The group's principle objective was to design a land use system based on similar compatibility and reduced impacts[5] to the adjacent uses—i.e., future mixed-use adjacent to the area of existing live/work and future residential adjacent to existing schools.*



Map 2.2.4. Neighborhood Pattern Models for the Area

Future Land Uses

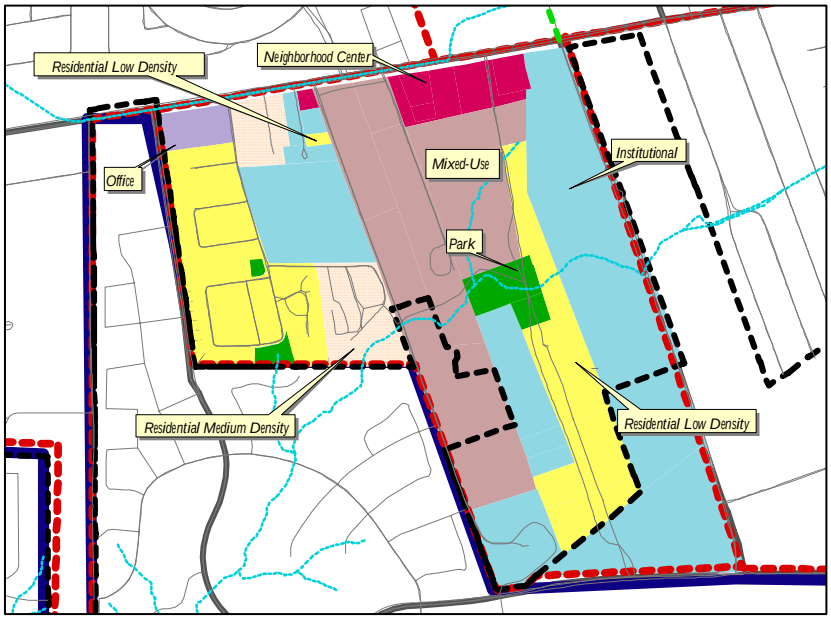
The proposed future land uses that were derived through the neighborhood workshop

[4] Throughout the planning workshops, the planning participants expressed a strong desire to create a minimum lot size requirement of 6,000 square feet in order to respect the existing character of the area. This should be taken into consideration as development occurs. The participants were not, however, interested in applying rural protection areas in order to meet that objective.

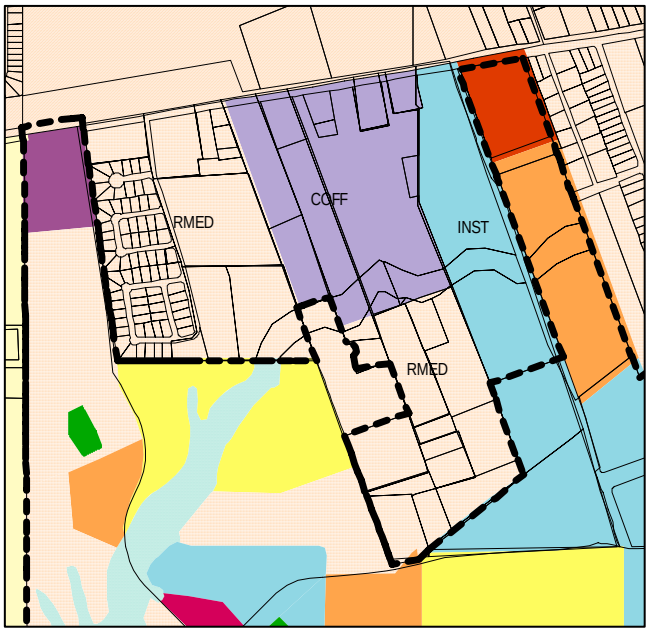
[5] There was expressed concern regarding continued negative impacts related to growth and the overcrowding of the adjacent schools. In an effort to reduce further impact to neighboring schools, the group chose to divide future designations between mixed-use and a new neighborhood unit.

process reflect the intent to create a land use system of mixed uses that are compatible with the present land patterns within the area (see Map 2.2.5). Again, there is a strong emphasis on furthering live/work opportunity within the area and maintaining, to some degree, the kind of semi-rural/agricultural flavor that defines the neighborhood unit.

The City's General Plan currently designates future land uses for the neighborhood area (see Map 2.2.6). The changes being proposed more closely align future land use to the



Map 2.2.5. Proposed Future Land Uses for the Southcentral Neighborhood Plan Area



Map 2.2.6. Current City GP Future Land Uses Designations

existing underlying land uses and applicable zoning, as well as promoting the collective neighborhood vision for their area. The intent is to encourage a wider variety of uses and styles within the neighborhood though incorporation of the mixed-use designation.

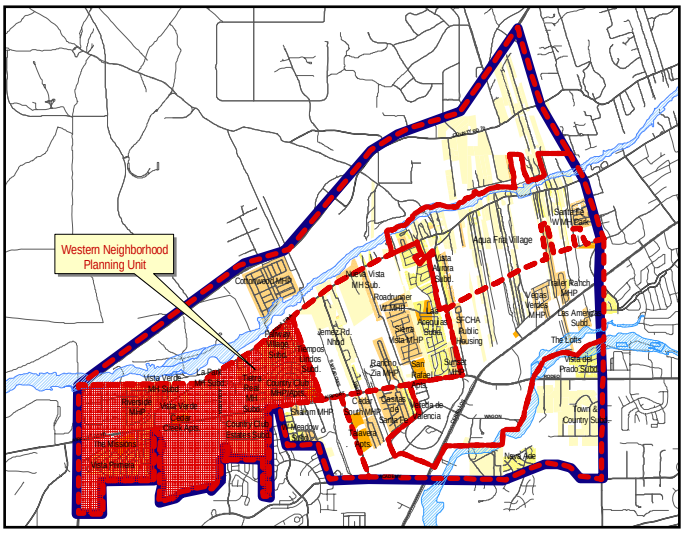
With regard to live/work, the appropriateness of what constitutes the work component should be evaluated on a case-by-case basis for the more intense uses. Where industrial-type uses are being proposed, there should be considerable evaluation performed based on measurable performance standard criteria such as noise, vibration, odor emission, environmental concerns, light degradation, etc…. In addition, appropriate use intensity should be considered in relation to the surrounding existing or proposed future uses. Where an industrial or some types of agricultural uses are being considered, there should be an adequate separation of adjoining uses and additional buffering to any adjacent residential properties in order to minimize or negate any potential impacts. *Uses of any substantial intensity should only be considered where it could clearly be demonstrated that controls such as adequate buffering, additional separation measures, and performance standard criteria have been incorporated and satisfied.* Expansion of any existing use should be required to meet these same types of standards as well.

For the new neighborhood unit area, the proposed residential density for the area falls within the 3-7 du/ac. range. More importantly, the planning group has requested that individual lost sizes not be less than 6,000 square feet (more in keeping with the suburban patterns of the 1960-early 80's—such as the La Resolana or the Casa Solana neighborhoods). Densities within Santa Fe neighborhoods with 6,000 square foot acre lots typically fall within the 4-5 du/ac. range. Theoretically, the new neighborhood unit model design standards could still be met, however, varying the lot sizes for greater housing variety may prove difficult under this scenario.

Western Neighborhood Plan Area

Unit Area Description

The Western Area Neighborhood planning unit is generally considered to be the most urbanized of the extraterritorial planning areas. It generally lies north of the Tierra Contenta development, is bordered by Agua Fria Road/Santa Fe River to the north, NM 599 to the west and encompasses nearly 50% of the north and south properties that bound Airport Road within the SW planning area (see Map 2.3.1). In addition, the Western Plan Area is one of two areas that fall within both the two- and five-mile extraterritorial zones.



Map 2.3.1. Western Neighborhood Plan Area

The plan unit is comprised of roughly 870 acres. Within the area, approximately 101 acres, or 11% (excluding the Highway Corridor critical setback area), remain vacant, developable land. Of that percentage, approximately 30 acres is currently under development or has received some level of project approval[1] for future development. Therefore, roughly 71 acres, or 8% of the total unit, remains as undeveloped, uncommitted acreage.

Existing Land Uses and Urban Forms

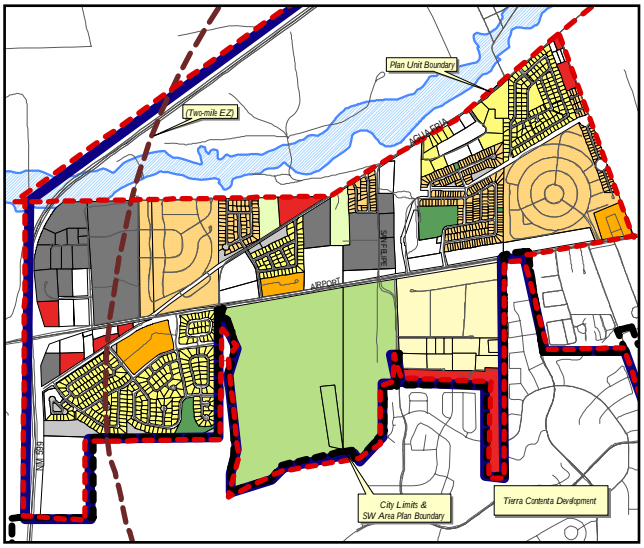
The existing land uses within the planning unit represent a broad spectrum of uses (Table 2.3.1.) as well as patterns and densities. The range of land uses vary in intensity

Land Use Category	Total Acreage	% of Total
Undeveloped/Vacant	101.4	12%
Rural Residential	10.3	1%
Residential Very Low Density	63.3	7%
Residential Low Density	102.5	12%
Residential Medium Density	149.5	17%
Residential High Density	21.1	2%
Park	11.4	1%
Recreational	164.4	19%
Commercial	33.3	4%
Industrial	89.0	10%
Easement/ROW/Other	122.1	14%
Total	***868.2***	***100%***

Table 2.3.1. Existing Land Use Summary

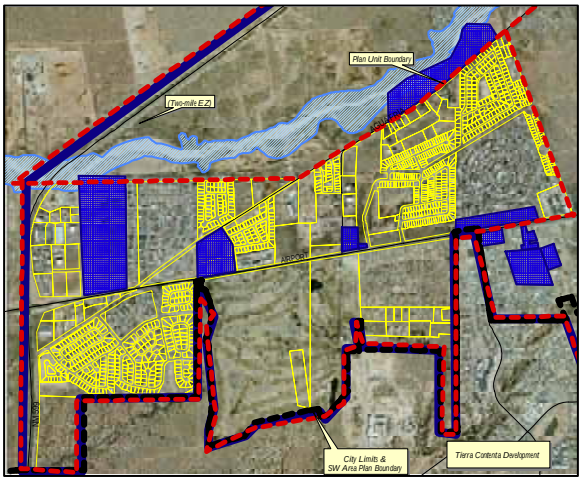
[1] The various projects have received some level of approval (i.e. Master Plan, Development Plan, etc…) through the EZA.

from industrial park development to rural density residential. Of the developed acreage (excluding right-of-way and other infrastructure-related uses), approximately 46% of the total acreage are residential uses (Map 2.3.2). In contrast, 16% of the existing uses are commercial/industrial-based with a primary orientation toward the Santa Fe Municipal Airport as well as accessibility to NM599. The planning area also includes several private neighborhood parks as well as the Santa Fe Country Club recreational facility. In general, the planning area is principally residential, but also includes an array of accompanying existing commercial, industrial and private recreational uses.



Map 2.3.2. Western Plan Area Existing Land Uses

As previously noted, the plan unit area is also one of the most "urbanized" neighborhood units, both with respect to the range of uses, the level of urban services[2],as well as the urban density and form. The Western Area represents a kind of planning paradigm, in so far as the area does not lie within the corporate city limits, but has and continues to develop at what is clearly urban densities. For example, the largest single residential percentile (see Table 2.3.1.) is represented by the Medium Density Residential land use classification ranging from 7-12 du/ac. In addition, the summation of the urban residential density classifications, including low density residential (4-7 du/ac.) and high-density residential (12-29 du/ac), comprise nearly 79% of the total residential acreage. This level of intensity for residential development is more typically found within a municipal setting or service boundary.



Map 2.3.3. Approved Future Development

The dominant area urban form is characteristic of suburban style development with curvilinear and cul-de-sac land patterns. The suburban form is in keeping with the primary development period as well as the levels of urban services that are currently being provided to the area. With respect to non-residential land patterns, development has tended to be less structured in form—more in keeping with an "urban fringe" development pattern, particularly in the industrial areas. It is also a common pattern for intense industrial uses to be located adjacent to residential neighborhoods without adequate buffering, separation, or other methods for providing

[2] Based on the data and mapping contained within the *SW Plan Area Existing Conditions Report*, July 2000.

protection to residential areas.[3]

Based on recent development approvals (See map 2.3.3), there appears to be a shift in pattern towards more community/neighborhood-based commercial development (fronting Airport Road) that is more typical of a suburban-like setting. Given the intensity of urban residential uses for the area, the expansion of neighborhood-serving commercial (retail and office) would be considered appropriate and desirable, however, the type and scale of those uses should be compatible with the neighborhoods for which they serve.

Activity Centers and Neighborhood Cores

The Western Neighborhood Planning Area contains one large community activity center—the Santa Fe Country Club. It offers a variety of recreational opportunities, including golf, tennis and private dining. It is, however, a semi-private recreational center that is fee-based for golf and tennis, and restricted to private membership for other country club activities.

With respect to local neighborhood centers or cores, the area is proportionately undeserved given the degree of urban residential development for the planning unit. In addition, there are few local connections, neither streets nor pedestrian paths or sidewalks, which unify or tie neighborhoods together. There are no public parks or institutional facilities, including churches or schools, located within the planning unit. There are, however, several relatively small private parks that are intended to serve individual neighborhoods exclusively (limited public access). These include two developed private parks that serve the Vista Primera and Fairway Village neighborhoods and one undeveloped and one developed "tot lot" park that serve the Tierra Real Mobile Home Park. The absence of defining public spaces and connections between neighborhoods is one of the key planning issues raised during neighborhood workshops.

Private park at the Vista Primera Subdivision

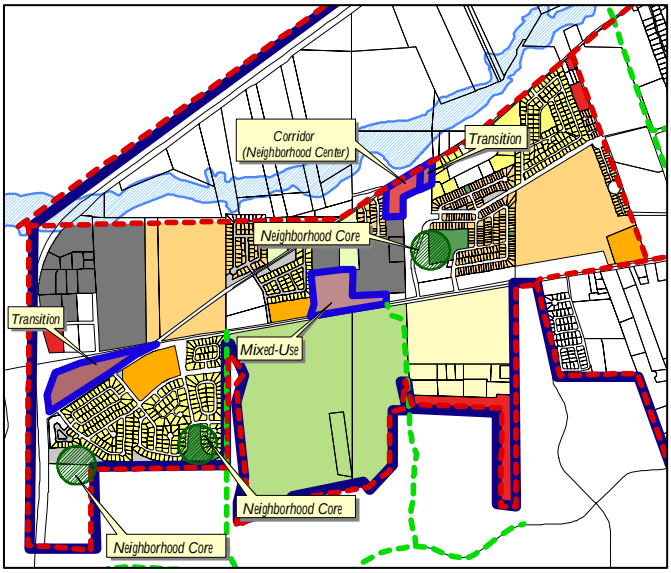
Proposed Neighborhood Patterns

Since the neighborhood planning area is nearing build out, there are only several largely undeveloped land segments[4] that would be considered "eligible" for new neighborhood pattern designations. At the conclusion of the scenario construction workshop (third out of the four meetings), the planning participants opted for a combination of applications

[3] This is one of the primary planning issues and/or concerns raised during the neighborhood workshop series for the area. Other concerns included lack of public spaces/centers and connections; rapid, unplanned development and associated traffic; and airport noise and encroachment.

[4] This generally excludes those vacant tracts with current master plan approvals or partially built out subdivisions.

(see Map 2.3.4) as well as more conventional land use applications for future development.



Map 2.3.4. Proposed Neighborhood Pattern Areas

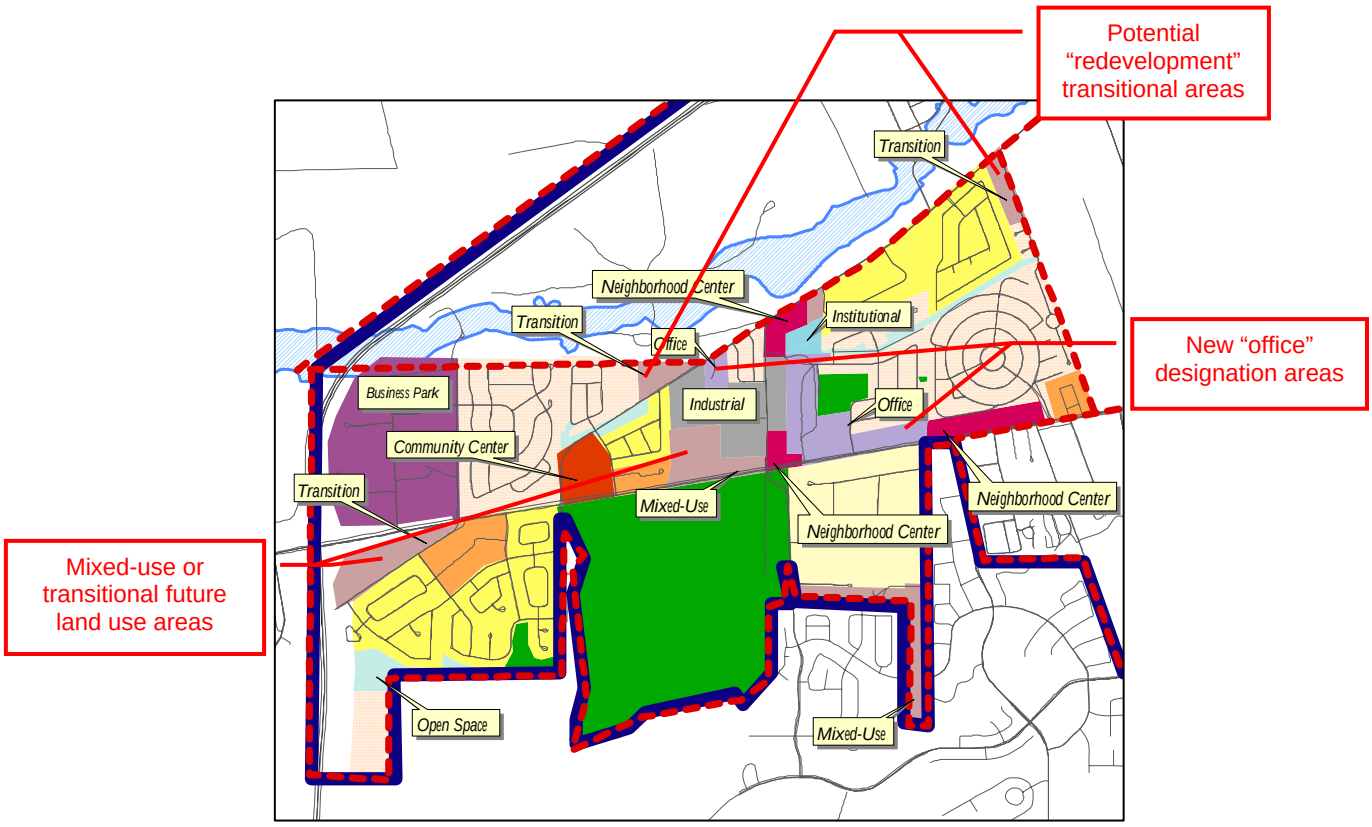
The planning participants have applied three [modified] new pattern areas as illustrated in Map 2.3.4 (areas in blue outline) and identified three existing/future neighborhood cores. The first pattern area, intersecting Agua Fria and San Felipe Roads, is defined by a neighborhood (retail center) corridor area wrapping the intersection with added transitional buffering to the adjacent residential. The second area is a kind of modified new neighborhood pattern defined as a single-project mixed-use area along Airport Road. The participants have used a mixed-use designation rather than the corridor and transition relationship since the majority of the adjacent existing land uses are industrial. This would allow for greater flexibility in design and an opportunity to incorporate both residential and non-residential uses within a master-planned setting. The third new pattern area, located between the Vista Primera subdivision and Airport Road, is shown as a transitional designation in order to encourage future transitional uses and buffering between the industrial use intensity to the north to the existing residential to the south.

The neighborhood pattern areas also include three neighborhood cores. The core located north of Airport Road (Tierra Real MHP) is currently an undeveloped park that could be developed and expanded into a neighborhood park that could unify future development to the south and west with the existing residential neighborhoods. The second neighborhood core designation merely validates the current functioning of the existing Vista Primera Park as a neighborhood core.[5] Finally, a third neighborhood core is recommended south of Vista Primera to, again, unify future development of the southern tract along NM599 to existing residential.

Future Land Uses

The proposed future land uses are generally a reflection of the underlying existing uses as well as an expanded set of future land uses applied to undeveloped areas (see Map 2.3.5). Of the seven planning areas, the Western Area incorporates the broadest arrangement of future land uses, including the introduction of future office, institutional, business park and community and neighborhood retail centers. The proposed future land uses generally offer the greatest variety and balance of land uses within a single planning area. With the exception of the Cerrillos Road Corridor Plan Area, it is also the most urbanized of the seven planning units.

[5] If annexation of this area occurs, it may be warranted to consider dedication of the park to the City for use as a public park. This would allow for greater public access to the park while shifting the ongoing responsibility for operation of maintenance of the facility to the City's Parks and Recreational Department.



Map 2.3.5 Proposed Future Land Uses for the Western Planning Area

The primary objective for the Western Area planning participants has been to incorporate future infill development of intermediary-type uses between the intense existing industrial and the residential areas, while recognizing that future development would most likely continue at an urban scale. Because of the strategic location of several of the remaining vacant tracts, there have been several opportunities to apply this strategy. The first application is through the introduction of office uses to vacant lands situated between industrial and residential areas (see Map 2.3.5--areas identified as red notations). The second application is the introduction of transitional and/or mixed-use designations that would encourage more creative and flexible design opportunities, while promoting protection to adjacent residential areas. Lastly, the planning participants have designated the potential redevelopment commercial[6] areas as future transitional areas so as to encourage greater compatibility with existing surrounding uses should redevelopment occur.

The planning area includes three proposed commercial areas with previous master plan approval along Airport Road—one community commercial center and two neighborhood centers. The community commercial, shown at the intersection of Airport and Agua Fria Roads is the only community commercial designated within the Airport Road Corridor. It is also expected that a community grocery center is to be located at this site. Although these areas are not shown as neighborhood pattern designations since they have

[6] These are areas generally described as legal, non-conforming commercial uses within the EZ that are likely to redevelop over time with the extension of urban services or as the area further develops at urban densities.

existing master plan approval, *every attempt should be made to design the final development plans to be in accordance with the development guidelines of the Final Report*. This would also include incorporating within the site itself, some level of buffering and transition to the adjacent existing neighborhoods, much as redevelopment areas along Cerrillos Road would be required to do. This is critical since these sites are relatively small or narrow and abut existing residential neighborhoods which could potentially impact surrounding residential if they were built without sensitive design. All three centers should remain at a neighborhood scale and orientation.

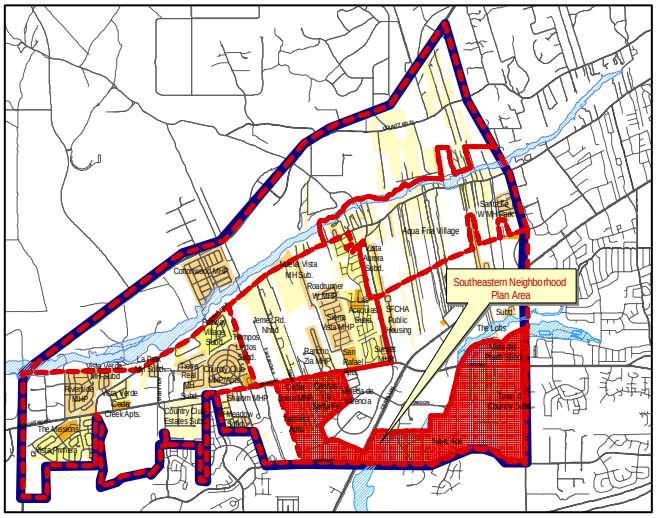
It should also be noted that the most western boundary (area outside of the two-mile EZ boundary) of this neighborhood planning area also lies within the Airport Development District planning boundary. Throughout the workshops for this unit, every attempt has been made to validate and recognize both concurrent-planning processes, so that the final outputs of these plans remain generally consistent with one another[7].

[7] It was generally accepted that the Western Area planning participants would have the primary voice on the "triangle area" adjacent to Vista Primera, while this process would defer to the Airport Development District for guidance on the industrial area north of Airport road within the concurrent planning boundaries.

Southeastern Neighborhood Plan Area

Unit Area Description

The Southeastern Neighborhood Plan Area is located south of the Arroyo de los Chamisos, crossing Cerrillos Road to the south and wrapping the Cerrillos Road Corridor Plan Area up to Airport Road (see map 2.4.1). The area includes such developments as the Nava Ade, Vereda de Valencia and the Town and Country subdivisions. Approximately 302 acres, or 49%, of the plan area is currently within the City limits. Nearly a quarter of the area remains undeveloped, but with pending or approved future development status.



Map 2.4.1. Southeastern Neighborhood Planning Area

The neighborhood area represents a very broad spectrum of development patterns and types. This is a fairly common pattern for urban fringe areas where development has occurred randomly. Much of the pattern for this area has not solely been influenced by jurisdiction, but often more by the provision of city water service. Again, this is a typical pattern through the Southwest Area where services have been extended without subsequent annexation. In contrast, subdivisions such as Town and County that continue to rely on water wells and septic tanks, have for the most part, maintained their exurban or semi-rural characteristics. These "pocket" areas within the neighborhood unit often abut or are surrounded by the City.

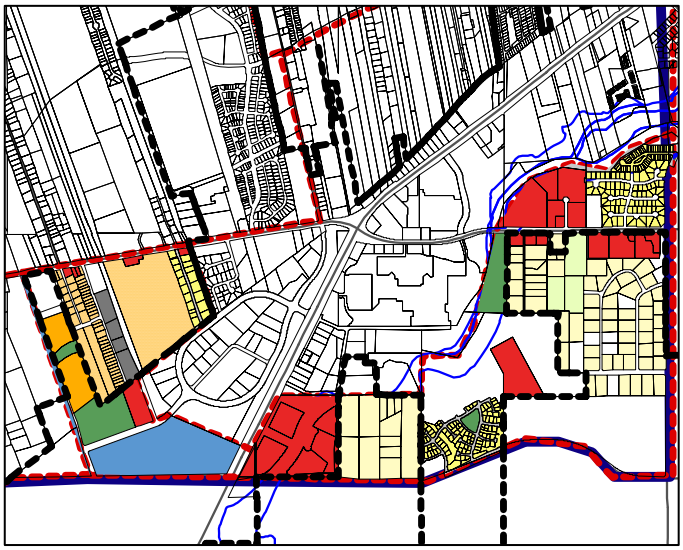
Existing Land Uses and Urban Forms

The existing land uses for the Southeastern Planning Area are illustrated in Table 2.4.1.

Existing Land Uses	*Total Acreage*	*% of Total*
Undeveloped	151.8	24%
Rural Residence	13.3	2%
Residential Very Low Density	118.7	19%
Residential Low Density	48.9	8%
Residential Medium Density	59.2	10%
Residential High Density	13.5	2%
Park	25.2	4%
Institutional	39.8	6%
Commercial	93.1	15%
Industrial	8.1	1%
Easement/ROW/Other	49.1	8%
Totals	**620.7**	**100%**

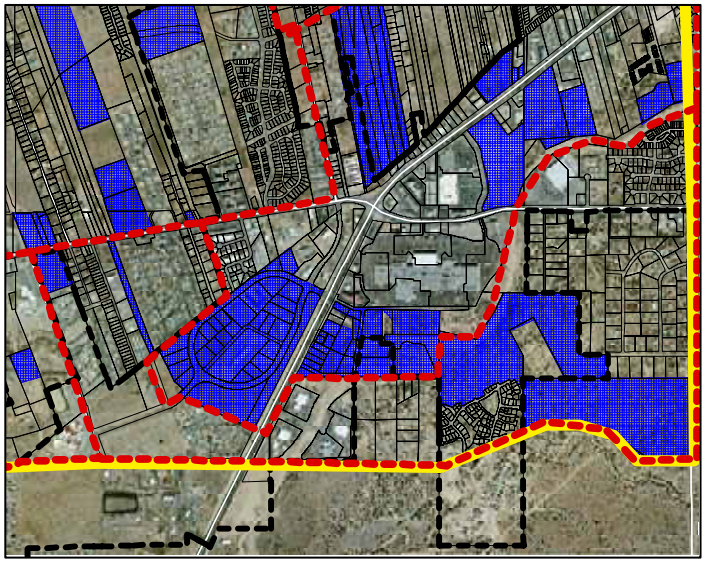
Table 2.4.1. Existing Land Use Summary

The plan unit represents a dichotomy of urban, suburban and exurban forms. Of the 302 acres within the City, nearly 130 acres, or 43%, is attributable to commercial or institutional/public uses (see Map 2.4.2). The remaining residential areas (within the City) occur at densities ranging from 3.1 to 12.9 du/ac.



Map 2.4.2. Southeastern Area Existing Land Uses

Development patterns and uses outside the City on the east side of Cerrillos Road are predominately exurban residential areas at or near gross densities of one (1) du/ac. The exception occurs south of Rodeo Road where the fronting residential properties have transitioned to lower intensity commercial (i.e., office and restaurant uses). The residential structures themselves remain intact while the uses have transitioned. This type of adaptive conversion has proved relatively successful in so far as the scale and building types remain connected to the adjacent neighborhood, but allowed the uses to appropriately adapt in response changes in demand for services. North of Rodeo Road, however, the uses are clearly urban, including regional retail and single-family residential (Vista del Prado) at a density of 4 du/ac.



Map 2.4.3. Pending or Approved Development

West of Cerrillos Road, the land use patterns more closely mirror similar Airport Road patterns within the EZ jurisdiction. The area contains a broad range of use intensities, including retail, industrial, and mobile home parks and subdivisions at an average density of 7.2 du/ac.

Although the area remains 24% vacant, the majority of those vacant lands have pending or approved development applications (see Map 2.4.3). Therefore, those tracts remaining vacant or undeveloped can generally be considered infill development.

Activity Centers and Neighborhood Cores

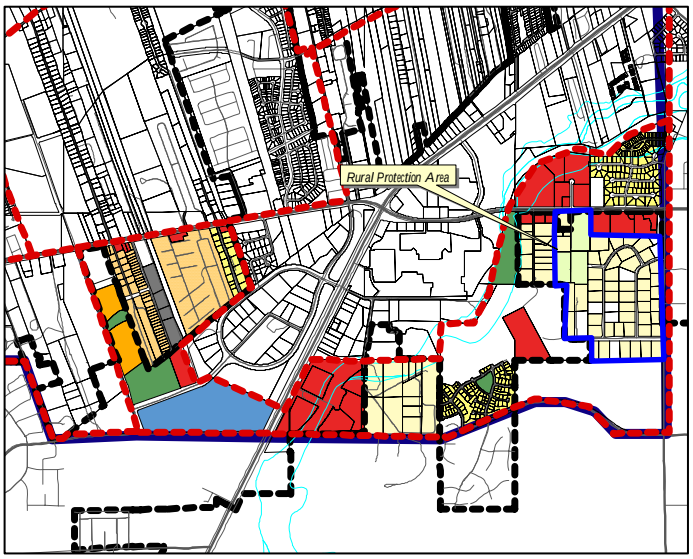
The Southeastern Neighborhood Plan Area includes two activity centers and two neighborhood cores within the residential areas. The first area activity center is the Arroyo de los Chamisos itself. One of the City/County's three major urban trails runs along the southern bank of the arroyo up to Rodeo Road. The trail currently serves as the Southwest Area's only major developed pedestrian connection. Completion of the trail (see Chapter 4, Section 3 – Connections and Circulation) will ultimately connect and unify developments along the arroyo within the Southwest Area. The second activity center, Villa Linda Park, is also situated along the northern bank of the arroyo. This community park is located adjacent to the mall and is heavily used for area community soccer activity.

Villa Linda Park

Two neighborhood parks currently function as limited neighborhood cores, including the developed Nava Ade pocket park and the dedicated open space within The Meadows Apartment Complex. There is also approval for a developed neighborhood center within the Nava Ade Master Plan[1]. The area can generally be considered as undeserved by community space or neighborhood centers. As future development occurs, the development of neighborhood cores should be included as part of a master plan review in order to encourage more active space within neighborhood development.

Proposed Neighborhood Pattern Areas

Since most of the Southeastern Area is either currently developed (Map 2.4.4) or subject to various master plan approvals, there was only limited opportunity for applying development typologies to vacant lands.[2] However, the participants chose to apply a rural protection area to the Town and Country sub-



Map 2.4.4. Neighborhood Pattern Designations for the Area

[1] Development of this center should be encouraged to do so in keeping with the guiding principles of the Final Report. The center has the potential of providing an important unifying element to both Nava Ade as well as to the area as a whole and should be encouraged to develop as a neighborhood-oriented, service-related facility.

[2] The exception was the vacant lands south of the Town and Country subdivision. Since that land is currently being considered for development as part of the Los Soleras project, the planning participants chose to defer to that public review process via Early Neighborhood Notification (ENN) review.

division and adjacent parcels as a matter of policy.

The intent was to declare and protect the semi-rural nature of the area both in how the land continues to be used as well as the development pattern. The group, particularly those from the subject area, expressed a strong desire to maintain their semi-rural/agricultural lifestyle, irrespective of jurisdiction. The planning participants felt that the declaration of a rural protection area would most effectively convey this desire within the planning process[3].

Future Land Uses

The City's General Plan currently provides future land use designations for this area (see Map 2.4.6). Map 2.4.5 illustrates the proposed changes to the current Future Land Use Map to more appropriately reflect the current and desired future uses for the neighborhood area. As in several of the other planning areas, most of the proposed changes to the current General Plan's Future Land Use designations are based on the underlying existing uses or, proposed changes that would effectively reduce the intensity of commercial to a more appropriate neighborhood scale or to be more in keeping with the intent of the Airport and Rodeo Road Corridors. Most of the proposed changes are intended to bring the Future Land Use Map in keeping with the way the land is actually being used and is expected to continue being used.[4]

Several of the commercial designations shown on the current Future Land Use Map indicate Community Commercial areas both within neighborhoods themselves as well as within the Airport and Rodeo Road Corridor areas. Since the intent of both of these corridors is to limit commercial intensity to neighborhood orientation, both in range of uses as well as scale (see Chapter 3, Section 2, Corridor Areas), the areas shown as "Community Commercial" are suggested for redesignation to "Neighborhood Center". This would also include the commercial node for the Nava Ade subdivision[5]. This is also intended to further the purpose intent of the PRC zoning relative to Nava Ade. The variation to this is within the Rodeo Road corridor, where there was an even stronger expressed interest to further restrict commercial uses to "Office" as a buffer to existing residential. Since there are currently a wide range of commercial uses near the Rodeo Road area, "Office" was suggested an alternative to retail centers.

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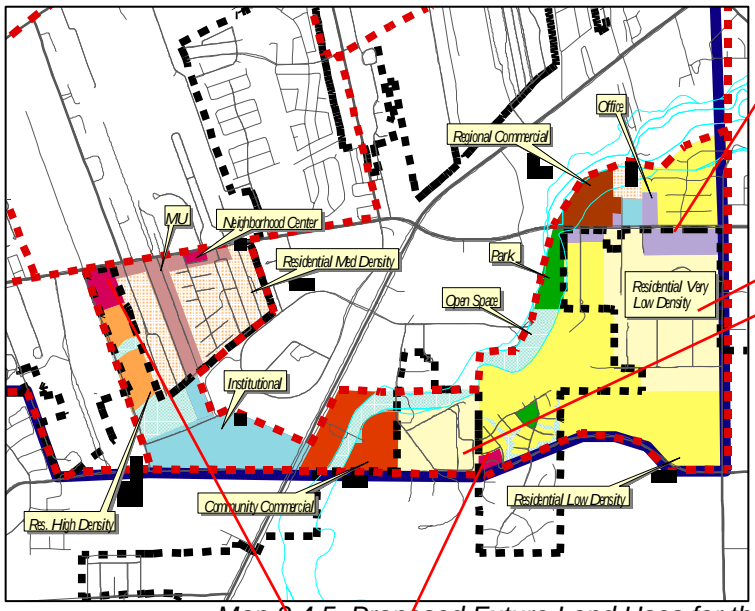
[3] One of the primary concerns for the group was the effect of annexation on their land and the manner in which it is used. There was concerns regarding continuation of private wells and septic systems as well as the ability to maintain livestock, particularly horses, on the property should the area be annexed by the City. This is the primary motivation for a rural protection designation by the group. The rural protection area and redesignation from Low- to Very Low Density Residential is also in keeping with the private land covenants for Town and Country (according to a realtor who owns property within that neighborhood). Although the City does not enforce private land use controls, it can be a restricting factor to future densification of land as long as they remain in effect.

[4] For those areas where the residential use intensities are being reduced, there remains a possibility that in future years, the land ownership may so dramatically change that there may become a renewed interest in subdividing the land on an individual basis. If there is general consensus among the neighborhood to change the existing character of the area, then it may be appropriate to reestablish greater densities. For the purposes of this exercise, however, there was expressed interest among the participants to change the densities to better reflect the current neighborhood buildouts.

[5] The developers of Nava Ade are currently seeking a revision to their master plan to eliminate the neighborhood commercial center and redesignate the tract to residential. Should the request be approved, it will effectively supercede this proposed revision.

The proposed uses west of Cerrillos Road are, again, intended to align the future and existing uses. A recently approved live/work, mixed use project is reflected by the mixed-use/transitional designation as well as the introduction of a transitional buffer to the existing neighborhood center. The residential densities remain unchanged for this part of the neighborhood area.

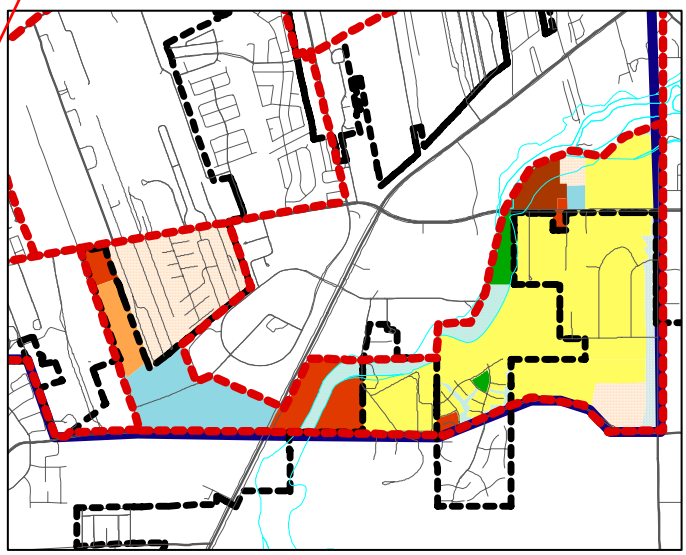


Redesignation to Office to reflect the current uses or intensity of uses

Redesignation to match the existing residential patterns

Map 2.4.5. Proposed Future Land Uses for the Southeastern Plan Area Map

Reduction of commercial intensity from Community Commercial to Neighborhood Center to reflect to Airport and Rodeo Road Corridors and neighborhood orientation



2.4.6. Current GP Future Land Uses for the area

In summary, the majority of recommended changes to the current City General Plan future land uses reflect the existing land uses as they are today and/or an expressed interest on the part of the planning group to continue those uses into the foreseeable

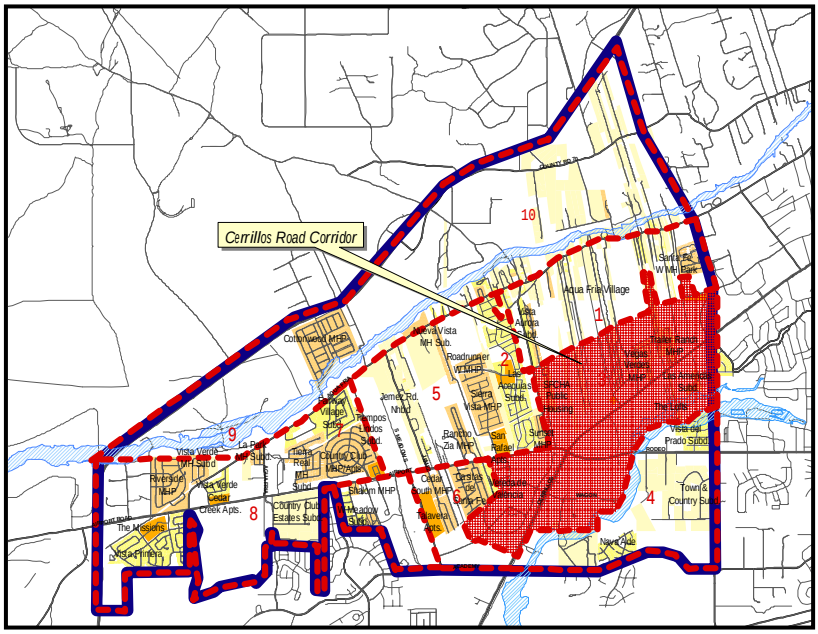
future.[6] They also incorporate recent development approvals to vacant lands, otherwise, the future land use designations remain unchanged.

[6] The proposed redesignation from low to very low density residential of the two existing neighborhoods is being suggested in response to the desires of the residents and property owners of those areas. As property ownership changes hands in the future, there may be a desire to further densify or redevelop those areas. Should that occur at some later time, it may be appropriate to revisit the designations, but only if there is consensus among the neighborhoods as a whole. Future land use plans are always intended to be living document that can adapt over time to changing social and economic conditions. This would hold true for the City's General Plan as well.

Cerrillos Road Corridor Plan Area[1]

Unit Area Description

The Cerrillos Road Corridor neighborhood planning area (Map 2.5.1) is generally comprised of those tracts of land fronting onto or having access from Cerrillos Road and are located south of Rufina Street and north of the Arroyo de los Chamisos. The area consists of approximately 860 acres of which 240 acres, or roughly 28%, currently fall outside of the city limits. In addition, nearly 358 acres, or 42%, located within the area remain undeveloped. Of that acreage, approximately 71% of undeveloped lands fall outside of the City boundary, with the majority falling between the Agua Fria THC and the city limits. There are six urban area neighborhoods within the area, in addition to the traditional, rural land holdings of the Agua Fria Village area.



Map 2.5.1. Cerrillos Road Corridor Neighborhood Unit

Existing Land Uses and Urban Forms

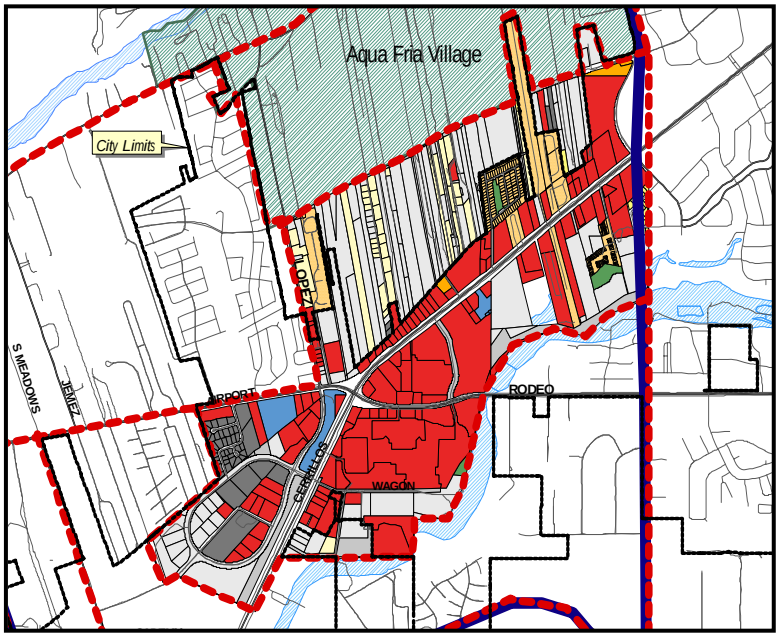
The commercial and industrial land uses (see Table 2.5.1) are the predominant land

Current Land Use	*Total Acres*	*% of Total*
Commercial	277.7	32%
Industrial	37.7	4%
Easement/ROW	44.1	5%
Institutional	15.5	2%
Mixed Use	8.1	1%
Park	5.8	1%
Residential	112.6	13%
Undeveloped	358.3	42%
Total Acreage	**859.8**	**100%**

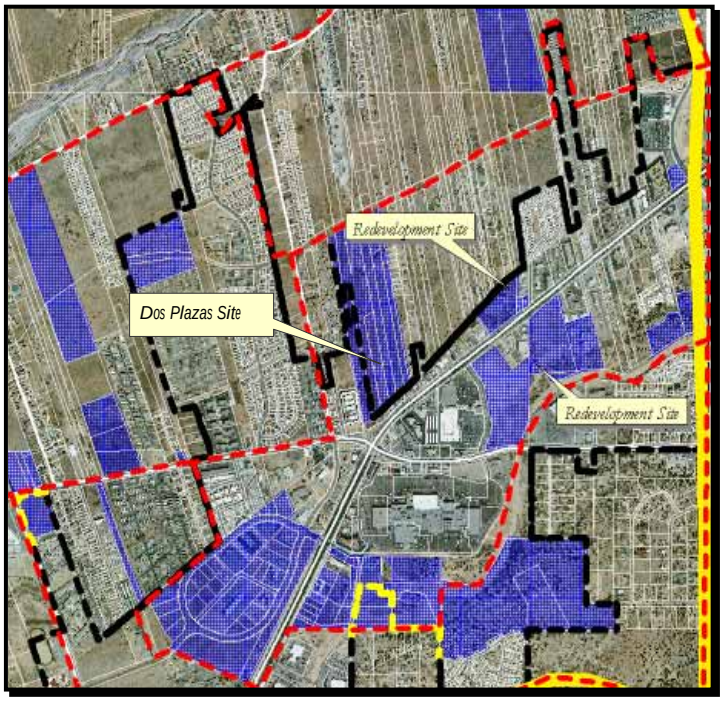
Table 2.5.1. Existing Land Use Summary

[1] This section, as well as Chapter 3, Section 3, was adopted by the Santa Fe City Council in November, 2001 as independent plans. Some of the language has been modified in order to accommodate re-incorporation into the master plan, however, there has been no substantive revision to either section.

use feature of the corridor. Within this corridor are several large-scale retail centers and business parks including the Villa Linda Mall, the Santa Fe Plaza Shopping Centers I & II, Home Depot and the Valdes Economic Development Park Center. The area contains much of the regional commercial square footage that currently is serving northern New Mexico. Map 2.5.1 illustrates the existing land uses within the planning area. There also exists the smaller, (and often older) local retail establishments within this section of the corridor, many of them located on the north side of Cerrillos Road. There has recently been an increase in redevelopment activity occurring along this particular section of the corridor. This redevelopment trend indicates that the area is continuing to shift from small local retail to that of greater use intensity as well as an increase in building scale and footprint as indicated by recent City general plan amendments/rezoning requests and development plan submittals [see pending future development--Map 2.5.3].



Map 2.5.2. Cerrillos Road Corridor Existing Land Use Patterns



Map 2.5.3. Pending Applications for Future Development

Residential areas vary greatly in type, pattern and density. With the exception of the long-lot, traditional patterns of Agua Fria to the north, the two principal types of existing residential are the higher density, attached single-family and mobile home parks. The neighboring residential areas, both in and out the SW Planning Area boundary, quickly "step back" in density to a more typical [City] single-family residential pattern at 5 dwelling units per acre (du/ac). Existing gross density range from 14.5 du/ac. within Las Americas

subdivision to the more traditional land patterns at an average of 3.3 du/acre. The average gross density for the area falls around 8.4 du/ac. This is comparable to a City General Plan future land use classification of Residential Medium Density (7-12 du/ac.) Densities on the southern side of Cerrillos are slightly higher than on the north. This is consistent with the expected densities that would typically occur in an urban versus rural setting.

Urban forms and land patterns, again, vary greatly within the area. There remains a strong presence within the corridor, predominantly outside the city boundary, where the rural, long-lot traditional Agua Fria pattern continue in their original form. In contrast, there is also dominating intense urbanization both within City commercial and residential areas, that often located coincidental to the organic, rural forms. *These variations in patterns illustrate, most prevalently within this plan area than any of the other six, the intensity of competing market forces between traditional, rural forms and urbanization*. In recent years, there has been increasing development pressure to consolidate and develop the remaining rural tracts at urban densities and intensity (i.e., the Dos Plazas development project, e.g.—See Map 2.5.3.) The master planning initiative for the Southwest Area was prompted, in part, as a direct response to these issues (see Appendix I, City of Santa Fe Resolution 1999-91).

Activity Centers and Neighborhood Cores

Community Activity Centers and Neighborhood Cores/Centers can be described as those public places where people congregate for social, educational, religious or recreational participation or interaction. An activity center would typically serve a larger population and geographical area where more intense and diverse activities would be common. (A fellow planner lightheartedly described activity centers as a "place where people hang out!") Neighborhood cores, in contrast, tend to be smaller in scale with a greater neighborhood focus and with a heightened emphasis on institutional spaces such as schools, churches and parks.

Villa Linda Mall

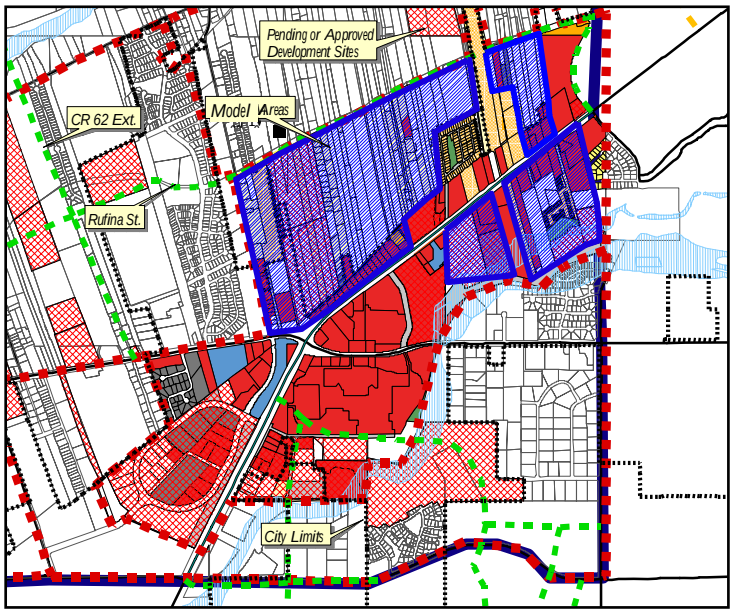
The largest community activity center for the area is Villa Linda Mall. The center encourages and accommodates a large assembly of people and a variety of activities not for only the planning unit, but for the Santa Fe region in general. In many of the neighborhood workshops, Villa Linda Mall was identified as the primary activity center for the Southwest Area. Other activity centers include the Villa Linda Community Park (soccer field and tot lot), and the Arroyo de los Chamisos Urban Trail. *Although there are several activity centers currently serving the unit, there*

continues to be added overall need for community and/or regional parkland since the area is highly urbanized and underserved.[2]

Neighborhood cores within the area are typically in the form of private open space or parkland. For example, the Las Americas subdivision contains a privately owned greenbelt park as does the Vegas Verdes Mobile Home Park. Since much of the gross residential area within the unit remains rural, there are only a few existing neighborhood cores. *As new neighborhood areas develop within the corridor, it is recommended that new neighborhood cores*[3] *be incorporated with the development since the area is currently underserved by neighborhood public spaces and institutional uses (currently only 3% of the total land uses for the unit).* The size of a new neighborhood unit area (and proximity to other similar uses or services) would dictate the types and intensity of uses appropriate for each development (see reference to neighborhood pattern models below) within a neighborhood center. In all cases, however, a neighborhood core should be included as part of the neighborhood development.

Proposed Neighborhood Pattern Areas

As previously noted, nearly 42% of the planning area remains vacant or undeveloped. In addition, there are also areas within the unit that are likely to redevelop[4]. One of the principle tasks of the neighborhood workshops was to



Map 2.5.4. Cerrillos Road Corridor Proposed Neighborhood Pattern Applications

[1] Based on the findings/deficiency analysis contained in the *City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan (2001)* as well as the *SW Area Existing Conditions Report*.
[2] Principle 4 (page 19) of the *Final Report* calls for every neighborhood to have a neighborhood center at their core.
[3] This premise is based on the current development activity or as an expressed interest by the property owners to redevelop their lands.

identity and define the areas where neighborhood pattern models[5] can best be applied and in what form and type. (Neighborhood pattern areas are typically applied to vacant, developable land or to those areas of traditional rural or vacant lands where there is a strong public interest or need for conservation or preservation*.) Since it is likely that redevelopment will occur along Cerrillos Road over time, it is recommended that the corridor area design guidelines be applied to any site that redevelops[6] in order to be in keeping with the overall vision and guiding principles of the Final Report.* Although the redevelopment sites are not specifically identified as future neighborhood pattern areas, they should be treated as such when redevelopment occurs.

The neighborhood pattern areas that have been identified and created by the workshop participants (see Map 2.5.4) are intended to work as single, unified components. In other words, the neighborhood pattern areas are meant to function in a perpendicular fashion to Cerrillos Road as integrated, single projects rather than parallel to the arterial as separate, individual corridors. This means that within a neighborhood pattern designation, there will exist a corridor area, transitional area and new neighborhood unit model within each project. These Cerrillos Road model areas were designed and developed to allow for greater flexibility in design, transfer of use intensities between and within the elements themselves and, most importantly, to require full integration (of the three elements) within each proposed development.

Future Land Uses

Once the future neighborhood pattern areas were defined, future land uses were then developed. There were several planning and regulatory tools used to create future land uses: 1) existing land uses, 2) future land uses as designated within the City General Plan 3) the adopted future roads network, 4) current City and/or EZ zoning, and 5) most importantly, the *Final Report*. Designation of future land uses occurred in a two-step process; the first was to verify the existing land uses for an area against the General Plan future land use designations and, secondly, to apply new future land uses within the proposed neighborhood pattern areas that "fit" the intended desire for future development patterns.

The first step was fairly straightforward—it was essentially a measure of consistency. This would be consistency between existing uses, the zoning applied and the expected future use. As a result of this process, there were only recommended minor adjustments to the current City General Plan. These adjustments included reclassifying some of the most intense retail from community commercial to regional commercial (see Maps 2.5.5 and 2.5.6—Recommended Changes to the Future Land Use Map). Several of the fairly recent retail centers have evolved into a more regionally-based retail provider. This has occurred, in part, due to the expanding markets that are derived as more single-use retail establishments come on line within a given center (i.e. economies of agglomeration). The Santa Fe Plazas I & II represent a new generation of shopping mall, where single-use retailers are

[4] Neighborhood pattern models in this example are meant to include the original *Final Report's* New Development, Corridor and Rural Protection Areas.
[5] Building block three in Principle 6 (page 26) calls for a redevelopment strategy along Cerrillos Road whereby redevelopment should follow the principles expressed in the *Final Report*.

choosing to co-locate for the purpose of capturing larger markets. The recommended changes reflect that new trend. The change would not affect the current zoning—it would only provide a more accurate description of the current uses.

The second step involved translating the guiding development principles and building blocks of the *Final Report* into land use applications. So within the neighborhood pattern areas proposed, the workshop participants collaboratively developed and applied appropriate future uses that were in keeping with the *Final Report*. This meant 1) defining where corridor areas were to be applied or in some cases expanded, 2) where new neighborhood units were appropriate and most likely to occur, 3) where the traditional land patterns were most likely to remain intact, and 4) integrating transitional buffering areas between the corridor and existing or future residential.

For the neighborhood pattern areas on the north side of Cerrillos Road, several design scenarios for corridor depths were tested. It was the consensus of the planning group to start with an initial corridor depth of 700 feet (as measured from the road centerline). This was based on current zoning patterns and generally reflects the 600 feet as delineated and described in the General Plan as the Cerrillos Road Redevelopment Corridor. Then, a fairly deep "two-tiered" transitional zone of 900 feet would be applied. These would include a Transitional #1 zone of approximately 450 feet that would require some reduction in use intensity, building height and scale to the corridor. Transitional #2 then would require an even further reduction in intensity, height and scale as to be compatible to adjacent residential areas. A new neighborhood unit would then be applied to the remaining neighborhood pattern area. In contrast, areas where the traditional patterns for existing residential were likely to remain, the Agua Fria model designation was used instead of the new neighborhood model. A Transition #2 area was then applied between the residential and existing commercial[7]. (See Map 2.5.7--Future Land Uses and Neighborhood Pattern Areas.)

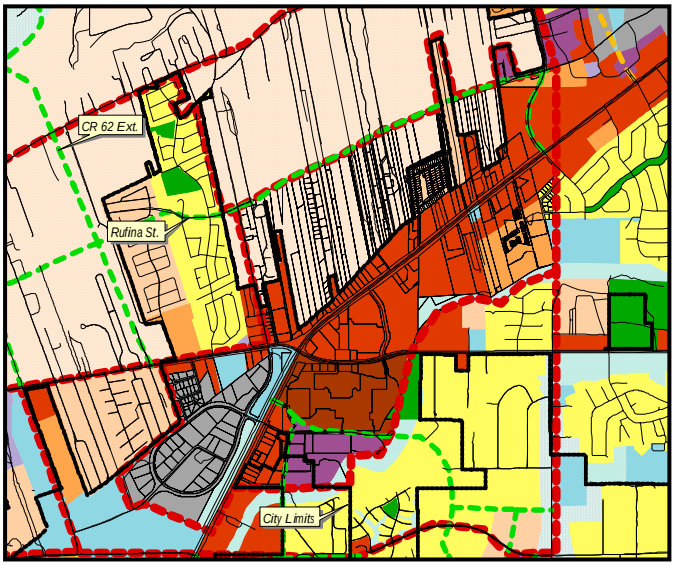
The planning group wanted to then incorporate planning techniques that would allow for greater design flexibility and innovative development while ensuring residential compatibility. They recommended a system of "use intensity transfer" that would allow use intensity transfers on a limited basis between the Corridor and Transition #1 areas, and the Transition #1 and Transitional #2. The idea was that some "net" use intensity would be achieved within an entire development project, but there would be some degree of flexibility in how that net was to be achieved. *In all cases, however, the degree of use intensity would always be dependent on either the existing infrastructure carrying capacity (emphasizing roads and utilities) or the ability to provide additional capacity as required in order to adequately serve the project. If carrying capacities for anticipated loads could not be met, then the project would not be considered appropriate.*

For the purposes of illustrating how a use intensity transfer[8] might be applied, the following scenario is described. A developer may chose to expand a corridor-type

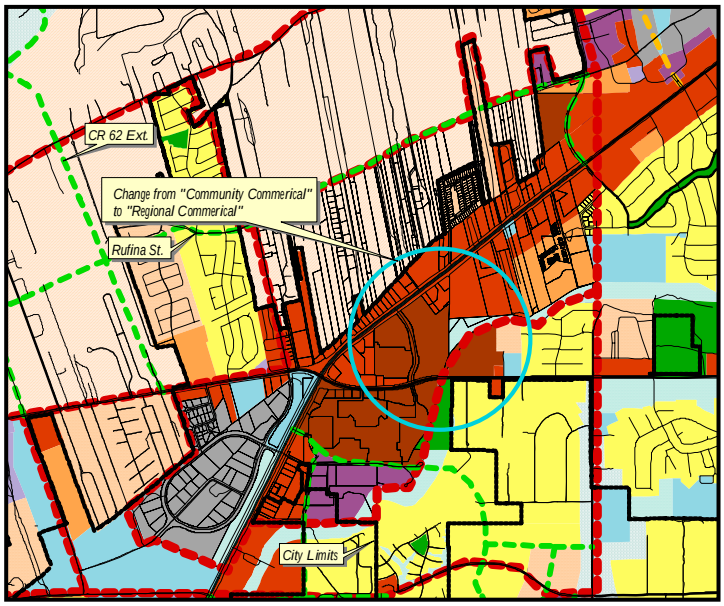
[7] In areas where existing commercial abuts existing residential and in development scenarios where commercial redevelopment occurs, the new commercial development would be required to provide a transitional buffering within the redevelopment area.

[8] This is for illustration purposes only and is not intended to imply an appropriate application.

use by 50 feet into the Transitional #1 area, generating an additional 1,000 ADT (average daily trips) of traffic generation that is within the acceptable range of existing infrastructure capacity. This would require an offsetting reduction of intensity within the Transition #2 area, such as an increase in dedicated open space, to maintain the net use intensity as well as a transfer of 50 feet from Transition #1 to Transition #2 (Under this scenario, the Transition #1 area has effectively been



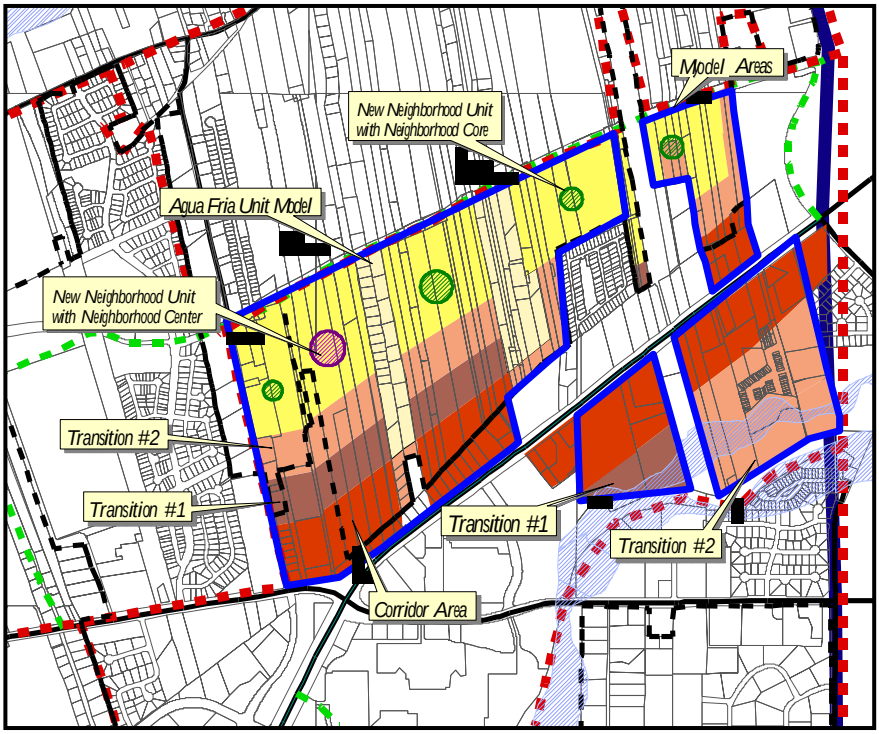
Map 2.5.5. Current General Plan Future Land Uses



Map 2.5.6. Proposed Changes to the General Plan within the City Limits (Excluding the Neighborhood Pattern Area Changes)

reduced by 100 feet). This would create a "steeper" step back of use intensity to ensure that residential compatibility is maintained. Intensity transfers may occur between the transitional areas but are not intended to reduce or encroach into the

residential unit area under any scenario nor should they be used to *reduce the depth of a transitional zone by more than 50%*—this is why the transitional corridors are



Map 2.5.7. Proposed General Plan Future Land Uses within the Neighborhood Pattern Areas

relatively deep. In addition, for the intensity transfer system to be implemented effectively, it would be required that a project be treated as an entire unit, such as a master-planned development project (i.e. PUD). In all cases where commercial abuts existing residential, there would be increased setbacks and/or additional open space buffering requirements for protection in addition to the mandated Transition #1 requirement.

For neighborhood pattern areas south of Cerrillos Road, the group recommended incorporating both transitional zone types[9] adjacent to the existing corridor areas. This was done to allow for greater mixing of uses within a single project, while the adjacent arroyo would continue to provide a natural buffering feature to the adjacent residential areas located across the arroyo. Again, this would remain in keeping with the current General Plan future land use designations which currently provide for high density residential. The recommended changes would continue to allow for high density residential but would expand the opportunity for an additional mixing of uses within the same development and, particularly, to encourage live/work units within the area.

The proposed residential densities within the new neighborhood unit areas should be

[9] The type of transitional zones that were recommended examined the compatibility to the adjacent uses.

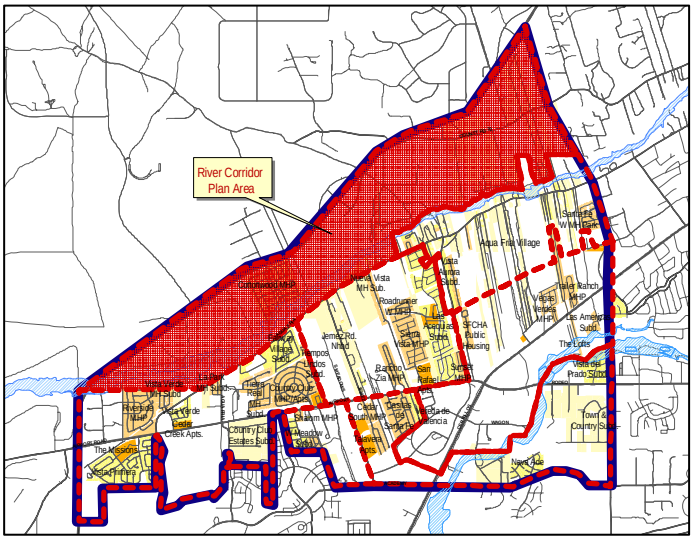
designed to be in keeping with the principles[10] of the *Final Report*, while respecting the current densities and patterns of adjacent existing residential. If the objective is to vary patterns to encourage a variety of housing, then reduced densities that more closely reflect the adjacent residential may be more appropriate, while increased densities may be more appropriate where adjacent to transitional areas. This type of residential development scenario would encourage a diverse housing landscape while maintaining desired compatibility. In addition, the planning unit participants considered an *average* gross density of around 4½ du/ac. to be within an acceptable density range. This translates into a future land use classification of Residential Low Density (3–7 du/ac.) as illustrated in Map 2.5.7.

[10] Principle 5 (page 24) states that "neighborhoods…should have a variety of lot sizes and building styles to allow for economic diversity, affordability and an inclusive community".

River Corridor Plan Area

Unit Area Description

The River Corridor Plan Area is the largest of the neighborhood units (see Map 2.6.1), comprising approximately 1426 acres or 28% of the total planning area. In addition, the entire area falls exclusively outside of the city limit boundary.



Map 2.6.1 River Corridor Plan Area

The plan area predominately consists of large vacant tracts, undevelopable lands or easement and right-of-way. Undeveloped acreage constitutes approximately 62% of the planning area, including the Santa Fe River channel and floodplain area.[1]

The prominent land use feature or defining characteristic for the neighborhood plan area (as well as the Southwest Plan Area in general) is the Santa Fe River.[2]

Most of the current land uses draw from or relate directly to the natural, historical or cultural resources of the river itself. This is what makes the River Corridor (and the Agua Fria Village) unique and gives it a sense of community and place.

Existing Land Uses and Urban Forms

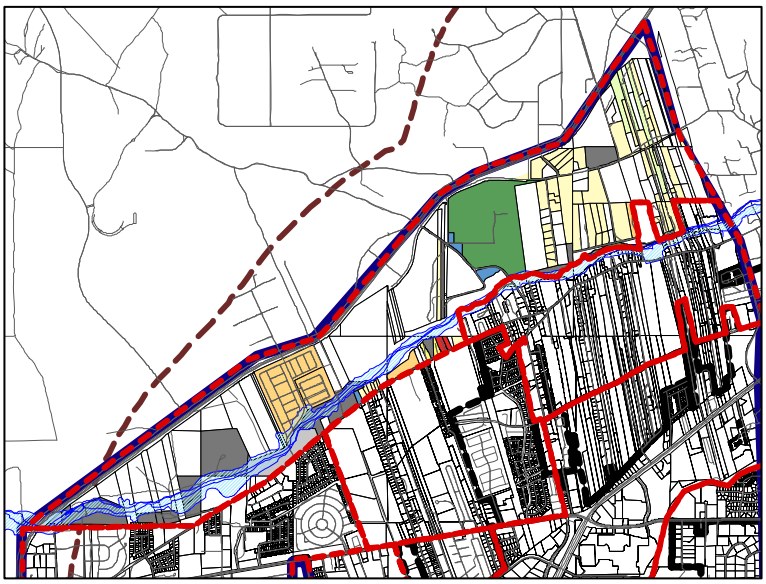
A summary of the existing land uses is illustrated in Table 2.6.1 below. As noted, the

Existing Land Uses	***Total Acreage***	***% of Total***
Undeveloped	668.8	47%
Rural Residential	25.4	2%
Residential Very Low Density	162.7	11%
Residential Low Density	3.3	0%
Residential Medium Density	90.5	6%
Park	108.4	8%
Institutional	7.5	1%
Commercial	5.5	0%
Industrial	139.0	10%
Easement/ROW/Other	215.1	15%
Total	***1426.1***	100%

Table 2.6.1. Existing Land Use Summary

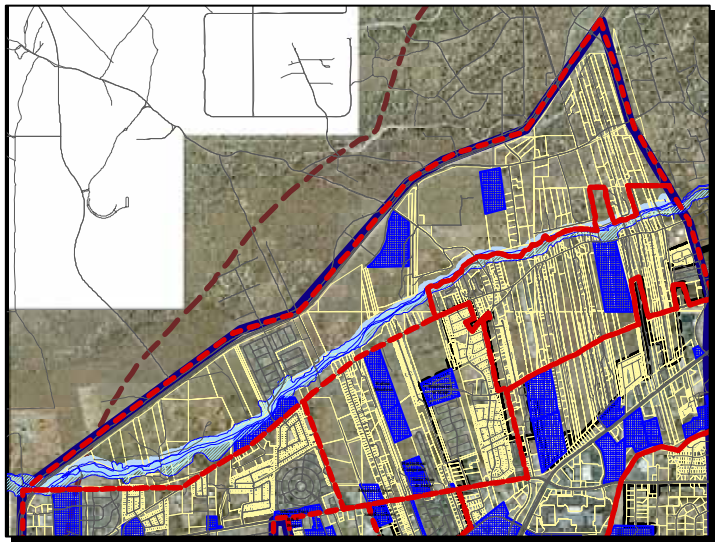
[1] The calculations exclude the Santa Fe River confluence contained within the Agua Fria THC.
[2] Principle 10 of the *Final Report* identifies the river as "an important landmark...that should be protected and easements created to provide residents with access to the river."

plan area remains predominantly undeveloped or, to a less extent, undevelopable due to right-of-way or floodplain. The present land uses tend to be founded within the river itself—ranging from gravel mining operations along the river to rural/traditional residential uses that radiate longitudinal and perpendicular to the river as a reflection of the past dependence on water for agricultural uses (see Map 2.6.2). These varying uses of land illustrate the "centerdness" that the river has provided to the people who have lived among it and the important role it continues to play today.



Map 2.6.2. Existing Land Use Patterns for the Area

There has been a developing "shift", however, towards a de-emphasis of uses related to the river itself. This is most apparent in recent residential urbanization patterns such as the Cottonwood Mobile Home Park where development has adopted a more suburban pattern that, in this example, de-emphasizes the natural or environmental setting. The adoption of more contemporary land use patterns is mostly the result of the extension of utilities north of the river. This trend is likely to continue based on current development application approvals and recent submittals (see Map 2.6.3), however, this trend remains dependent, for the most part, on the continued availability of municipal utilities to the area.



Map 2.6.3. Pending or Approved Future Development

The area that lies south of the river (and mostly north of Agua Fria Road) has developed in the more compact Agua Fria model form—rather than the long-lot traditional patterns of the north, it has taken on the patterns more related to Agua Fria Road and the Village itself. The patterns within this section of the plan area are a continuation from the Agua Fria Village and are desirable, unique and appropriate.[3]

[3] Principle 9 of the *Final Report* states that areas contiguous to the Santa Fe River should be developed with a similar pattern to that of the Agua Fria Village.

Activity Centers and Neighborhood Cores

The River Corridor is unique to other planning areas in that the principal activity center, the Santa Fe River, is a natural and historical landmark that serves the entire southwest sector of Santa Fe[4]. One of the ten principles within the *Final Report* calls for the creation of easements along the river for the purpose of public access and protection of the river as a valued natural resource. This topic was also one of the highest scoring community values tested in public review during the visioning process. This premise was again tested during the neighborhood workshops—with similar responses. There appeared to be an overwhelming belief that the river should be protected and be accessible to the community as a whole. The idea of a River Protection Zone (discussed under Future Land Uses, this section) was clearly the primary objective of the planning group.

Santa Fe River at the State Land Office Tract

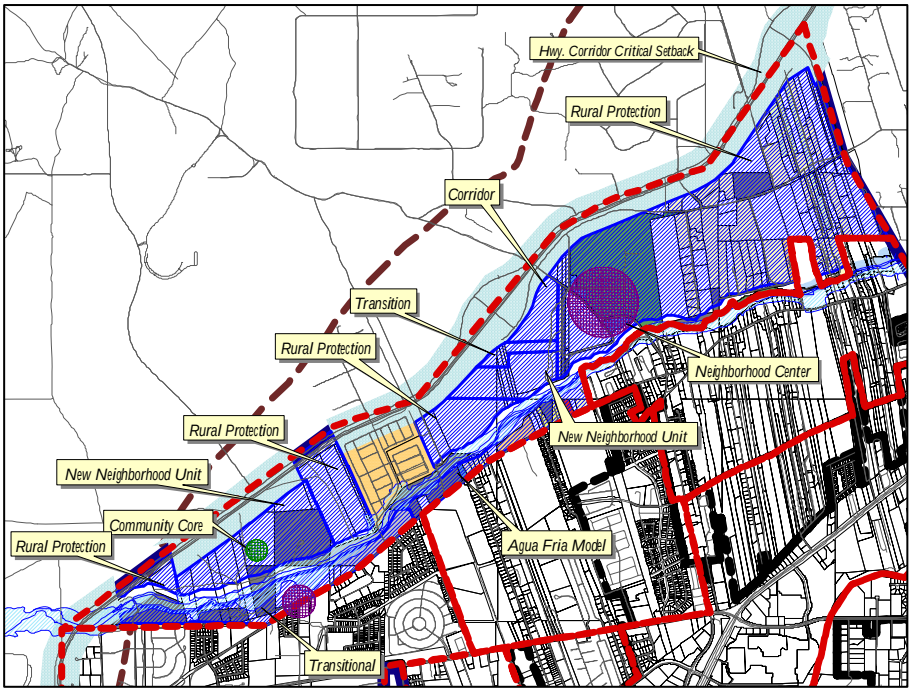
Another activity center for the area is the Santa Fe County Agua Fria Park. The park has recently been renovated and provides the largest percentage (65%) of active public park space for the Southwest Area. The park is located adjacent to the river, and is surrounded by a variety of institutional uses that create the area's only formal neighborhood center. Since neighborhood centers and cores are more common in developed and/or urban areas, the deficiency of centers or cores is not unexpected. Should future development occur, however, centers and cores should be incorporated as part of the creation of new neighborhoods. These centers should also be connected to the river through pedestrian trails and other public easements that would allow new neighborhoods to be connected to each other via the river trail spine.

Proposed Neighborhood Pattern Areas

Because of the vast acres of undeveloped lands, the planning participants have declared much of the plan area as future neighborhood pattern areas. These include all possible combinations of development patterns, including rural protection areas, corridors, transition, new neighborhood units and Agua Fria model areas (see Map 2.6.4).

[4] The exception is the relationship of the Arroyo de los Chamisos to the Southeastern Plan Area. It, too, serves as the major activity center for the plan unit, however, the Santa Fe River represents a cultural and historical center for the region as well as serving as a natural and environmental landmark. In both cases, providing public access and promoting these natural environs for recreational amenity will further promote their importance as regional activity centers. They will also both serve as two of the three major Santa Fe urban trail spines.

When the future typology (neighborhood pattern) areas were being developed for the *Final Report*, the area north of the river was referenced as areas most probable for rural protection designation.[5] The planning group opted to apply rural protection areas in two forms—those areas that represent a continuation of the Agua Fria (traditional, long-lot) forms directly north of the river and those areas that represent large vacant tracts of lands that have direct access to the river and that could be encouraged to develop in rural patterns that are similar or compatible with the Agua Fria model.



Map 2.6.4. Neighborhood Pattern Designations with the River Corridor Plan Area

The corridor and corresponding transitional uses coincide with an approved master plan development (the Village Center) for the center of the plan area. The group then "stepped back" the adjacent development patterns to include a new neighborhood unit.

Adjacent to the Cottonwood MHP, the planning group applied rural protection areas to encourage rural patterns where there was direct access to the river. Further west, the group then chose to apply the new neighborhood concept where existing residential densities are more in keeping with urban patterns and standards.[6] This would be in keeping with historical development trends of movement from south to north. In addition, the group expressed an interest in continuing and promoting the Agua Fria Model south of the river/north of Agua Fria Road to the Village boundary.

[5] This general observation was not meant to preclude other areas south of the river which may also be appropriate for designation. The Final Report also states that other areas may be suitable for rural protection depending on criteria such as natural or environmental features or other characteristics that would create a unique, rural setting.

[6] Urban development trends within the western quadrant of the Southwest Area has historically been a "south to north" direction. In other words, urbanization within the Southwest Area has been from south to north within the western section of the study boundary.

In summary, the overriding design for the variety of future neighborhood pattern designations would be to allow for continued urban development within the western quadrant, create rural protection areas within large vacant "pockets" as well as within the area north of the Village, provide for urban development in the center of the corridor where master plan approval is in place and future roads[7] have been planned and approved, and continue the Agua Fria Model pattern south of the River.

Future Land Uses

In keeping with the goal of protecting the Santa Fe River and providing for public access for all residents, the most significant future land use designation is the creation of a River Protection Zone. This concept was originally suggested within the *Final Report* as a development building block which included the following language:

> "Access to the river will require the creation of a River Protection Zone that would border the Santa Fe River and floodplain for a depth of 200 to 350 feet. "

In three of the four neighborhood workshops, different protection zone scenarios[8] were tested with respect to corridor depths, both on the north and south side of the river as well as different description language for the zone. After several renditions, the planning group has recommended a River Protection Zone that would include, at a minimum, the floodway itself (bank to bank), a 200-foot public access easement as measured from the northern floodway boundary on the north side of the river, and a required setback of 75 feet on the south side of the river as measured from the southern boundary of the river floodway. In most cases, the natural floodplain (using the City's most recent GIS data coverage for FIRMA) includes a 200 to 350 foot depth, so most of area slated for public access would fall within the floodplain, however, in no case shall the northern public access easement be less than 200 feet, irrespective of the floodplain width. The recommended setback along the southern bank has been suggested based on the location of current structures along the southern banks of the river.[9]

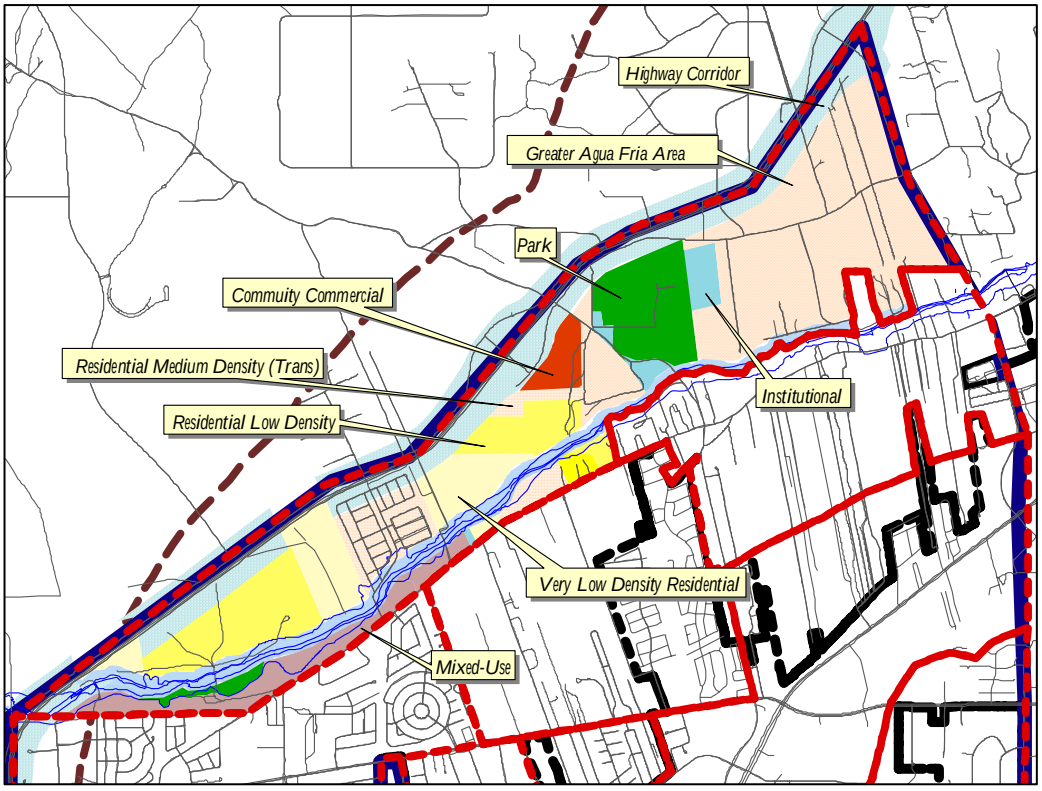
The recommended future land uses, based on the combination of present uses and future neighborhood pattern designations are illustrated in Map 2.6.5. It is suggested that the area directly north of the Agua Fria THC remain as the "Greater Agua Fria Area" designation to promote continuity of the patterns north and south of the river, as well as a recognition of the strong community identity to Agua Fria Village. The remaining areas designated as rural protection areas have been recommended as a "Residential Very Low Density" future land use designation since these areas are predominately vacant. In literal translation, the densities typically would not fall within the 1-3 du/ac, but rather somewhere within the 2.5 to 10 acres per dwelling unit range. The City's General Plan

[7] This is based on the ARTF Future Roads Plan that provides for convergence of CR62 and the South Meadows Extension near the designations.

[8] Different mapping techniques were incorporated, including matching aerial imagery with vector data to compare different setback scenarios. This made the zone more translatable to a "real world" scenario, where those boundaries might actually be located relative to an individual's property.

[9] Where current regulations are in place that governs structural setback requirements or dedication of public easement, the most restrictive regulations would prevail. The River Protection Zone, for purposes of this plan, is a recommended policy guideline. Until regulatory mechanisms are put in place to enforce these guidelines, they are to be considered a matter of policy. Dedication of public easement is also not intended to apply to developed properties. Dedication would only be required within the context of developing lands or the expansion of some use where dedication would be required. Again, this would have to be codified for it to be enforceable. Acquisition of public easements, however, is not subject to regulatory constraint.

provides no corresponding future land use category, which would accommodate this range of density, therefore, the most function classification was the designation suggested. Within the rural protection areas, the actual densities may develop below the 1 du/ac. threshold, particularly where urban services have not been or are not planned to be extended. In those cases, a much more typical rural density would be considered appropriate.



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

South of the river, the planning group applied a mixed-use designation to the majority of the lands along Agua Fria Road. This group believed that "Mixed-Use/Transitional" was the "best fit" for the uses that currently exist along the north side of Agua Fria Road, given many of the uses are currently a home-business operation or live/work type use. It also closely expressed the types of uses that have recently been approved for that area, including live/work art studios along the river.

Finally, members of the planning group, as well as several representatives from the Agua Fria community, have expressed an interest in exploring a possible rural protection ordinance for their area. Several participants stated that other communities in northern New Mexico have developed this type of regulation to protect rural, agricultural lands.

This type of land use control could be developed during the implementation/zoning revision process of the third phase of the master planning effort. It is expected that as the new neighborhood pattern areas are translated into development standards[10], a rural

[10] It is expected that these development standards would be applied as zoning overlay districts in addition to the underlying "conventional" zoning. A rural protection ordinance could theoretically serve as the zoning

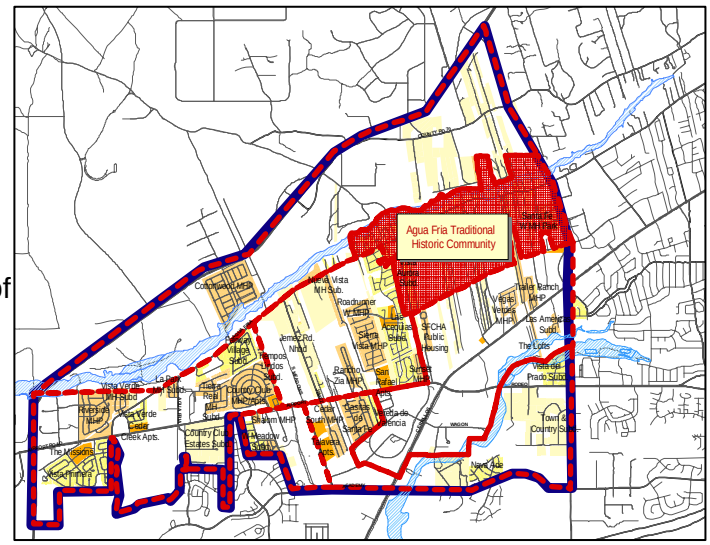
protection ordinance could simultaneously serve as the type of regulatory standard for rural protection areas. It would ultimately be at the discretion of the governing body, however, as to the appropriateness of development of such an ordinance for their community.

overlay for the rural protection areas. Other City zoning districts that would also need to be developed would include a mixed-use district and the neighborhood center district. The latter may be achieved by revising the current SC-1, Planned Shopping Center Zoning District to be in keeping with neighborhood-serving, contemporary retail development as well as the intent of this project.

Agua Fria Traditional Historic Community (THC)

Status of the Village of Agua Fria

The Village of Agua Fria represents the historical and cultural core of Santa Fe's southwest sector. During the early to mid-1990's, the Agua Fria Village responded to potential annexation by the City of Santa Fe through a state law which enables certain historic communities to be designated as Traditional Historic Communities (THC). This designation allows for communities to be excluded from the extraterritorial zone and extraterritorial zoning authority of a municipality and instead to be subject to the zoning jurisdiction of the county in which the greatest portion of the traditional historic community lies.[1] In addition, annexation of a THC can only be achieved through the petition or arbitration method upon request by a majority of the registered qualified voters within the THC.[2] The Santa Fe County Board of County Commissioners declared the Village of Agua Fria a Traditional Historic Community through Ordinance 1995-8. The boundary for the THC was amended via Santa Fe County Ordinance No. 1996-16.[3]



Map 2.7.1 Agua Fria Traditional Historic Community

Agua Fria Traditional Community

The Village of Agua Fria is also designated as a Traditional Community (TC) in the Santa Fe County Land Development Code. The Traditional Community concept was devised to identify areas in the County which already had densities higher than the hydrologic studies that the 1980 General Plan allowed. Traditional Communities were established to convey that resources, especially water, were limited and that the boundaries should not be expanded without regard for these

During the workshops, the San Ysidro Church was often referred to as the heart of the Community

[1] See NM Stat. Ann. 1978, §3-21-1.E.
[2] See NM Stat. Ann. 1978, §3-7-1.1.
[3] Ordinance 1996-16 allows owners of property outside of but contiguous to the boundaries of the THC to request inclusion into THC.

limitations. Upon designation as either a TC or a THC, the County Commission may appoint a local development review committee consisting of business owners, property owners, and/or residents of that community. The committee is a development review body with limited legal authority regarding platting, zoning and subdivision regulations. The committee has recommendation authority to the Board of County Commissioners with regard to variances, plats, master plans and zoning. The Board of County Commissioners established the Agua Fria Community Development Review Committee in 1996. Additionally, as a Traditional Community, the Village of Agua Fria may approach the Board of County Commissioners to begin a community plan.

Community Planning Process

Santa Fe County adopted a Community Planning Program in Article XIII of the Land Development Code through Santa Fe County Ordinance 1998-5.[4] The intent of community planning is to encourage and assist communities to organize themselves and identify both problems and solutions within their community. It is also intended to create a process whereby community members and the County jointly learn and document how development and growth both impact and can be directed to benefit individual communities within the context of and according to the principles of the County Growth Management Plan (GMP).

The community planning ordinance mandates that communities first create a Planning Committee recognized by the Board of County Commissioners, publicize the process, and address specific issues such as transportation and water. The process also recommends that the planning committee make decisions based on consensus, not majority voting. Zoning in the Village of Agua Fria may be altered if a Community Plan is developed and adopted using the County's Community Planning process. Thus, the Village of Agua Fria may create a Community Plan to guide and direct growth and future land uses in accordance with the Santa Fe County Community Planning Ordinance. The Village of Agua Fria has not, as of the date of this report, developed a Community Plan.[5]

Relationship to the Southwest Area Master Planning Process

Because the Village of Agua Fria is under the jurisdiction of Santa Fe County's Land Development Code, it is not the intent nor is it the purpose of the SWAP process to suggest or impose land use guidelines for the area. The difficulty herein lies in the fact that the area that is subject to the master planning process completely envelops the THC and has the potential of greatly impacting (both positively and negatively) the community as a whole. It is for this reason that the Village of Agua Fria has been asked to participate and provide constructive comment on the master plan as a whole *as it relates to the Village itself*.

[4] The Community Planning Ordinance was revised to refine and clarify the planning process through Ordinance 2002- 3.

[5] Initiation of a Community Plan has been discussed at several of the neighborhood workshops. There has also been some discussion that the process be accomplished through a joint city/county program since the Village of Agua Fria community bears a strong relationship to both jurisdictions.

This process is not intended to allow one planning area to raise or question the neighborhood vision of another—it simply allows the Village of Agua Fria community to respond to perceived impacts and define a list of priority statements and recommendations as to how the Village can further protect its own unique integrity and how to best respond proactively to future growth. These statements will then become the community's contribution to this process and will be incorporated as part of the neighborhood-planning chapter.

In restating this process, the concept is to provide an opportunity for Village of Agua Fria residents to express their perceptions of future growth and how it will ultimately affect their community. It further allows community members the opportunity to provide a series of action statements in how best to manage future growth impacts within their own regulatory framework.

In preparation for their final workshop, community members of the Village of Agua Fria[6] were asked to review a preliminary draft of the master plan, including the other six neighborhood plans. The participants were asked to consider three related questions as part of that review and for more detailed discussion at the workshop:

1) What types of positive impacts, specific to the Agua Fria Traditional Historic Community and Traditional Community status, may result from implementation of the Master Plan? What types of further planning, regulation or controls would need to be created in order to realize those results?

2) Conversely, what types of negative impacts may result or be expected? What types of tools or mechanisms need to be created or implemented for the Village of Agua Fria in order to effectively mitigate those impacts?

3) If the Village of Agua Fria were to prioritize a list of implementation methods (including but not limited to those listed above), in what order would they best be applied? What actions does the Village perceive are necessary in order to protect the cultural and historical integrity of the Community itself?

Community Impacts, Prioritization and Action Statements

Property owners and residents of Agua Fria Village met to discuss the aforementioned questions over the course of two worksessions. Although the participants chose to deviate to some degree from the questions that had been posed to them earlier, several key themes emerged or were repeatedly referenced as part of those discussions.

The first worksession was intended to focus on both the positive and negative impacts that the Village perceived would result from adoption and implementation of the plan. The results included the following observations:

Possible Positive Impacts from a Plan for the Area:

- Planning process could provide the following benefits:

[6] Participation includes representation from the Agua Fria Village Association as well as the Agua Fria Development Review Committee.

- Offer greater balance between what the community wants and what it needs for the future.
- Help plan for and monitor future road and circulation patterns and related issues.
- Provide community self-determination.
- Establish criteria for appropriate zoning (land use compatibility).

- A plan could provide for (small) connections between neighborhoods.
- A plan could create open space, both through preservation/protection of lands and preservation of long-lot semi-rural patterns.
- A plan could establish and communicate the *Agua Fria Community Identity* [emphasis added].
  - Re-establish the importance of the El Camino Real and its relationship to the Village and the Santa Fe River.
  - Create and build upon a river theme, such as a park and trail.
  - Provide public access to the river as a recreational amenity.
  - Restore the river through:
    - Continued COLTPAC acquisitions along the river.
    - "Cleanup" the mining areas and illegal dumping.
    - Address infrastructure and utility problems along the river, such as drainage/bank stabilization, exposed pipes, crossings and power lines.

Several concerns were also raised in relation to the planning process or the consequences of adopting an area plan. These included:

- Concern regarding the disconnect between a plan and its stated intent and its implementation and interpretation.
- Need for better communication between jurisdictions and departments so that the intent of the plan is carried forward.
- Need for carrying out a plan as was intended. There was expressed interest in establishing guidelines for plan amendments, both for creating a review process and who would consider the amendments. Some type of oversight body should follow plan implementation.
- Clear conveyance of the intent—there was expressed interest is assuring that the intent of a plan is clearly conveyed so that changes could be judged in accordance irrespective of time or changes to recommending and elected bodies.

Several specific issues were raised about the planning process in general. These included the need for *coordination between jurisdictions, reconsideration of the boundary of the current THC, need for rural protection, desire for broader community involvement by the Village, need for a comprehensive community area plan for the Village, and interest in providing some kind of land use transition between the rural patterns and the urban areas.*

The second workshop was intended to expand the discussion and move toward goal setting and prioritization. Although the participants did not formally prioritize goals for future planning for the community, there were clearly some recurring themes in that discussion. These are not necessarily listed in order of importance, but rather reflect the issues or goals that seemed to be the most widely accepted in that group.

- *The need to establish a clear Agua Fria community identity.* This was probably the most articulated goal from the two worksessions. There was also an expressed interest in accomplishing this goal through a community area planning process for the Village area.

- *The need to revisit and/or reaffirm the current THC boundaries*. In wake of the annexation discussions of the Southwest Area, there has been increasing pressure by property owners and residents within the greater Agua Fria community to re-verify that the current THC boundaries are representative of their community. There was also recognition of the immediacy to do so in light of the pending annexation process.

- *The desire for rural protection*. There was some consensus among the participants regarding the idea of rural protection and possibly a rural protection ordinance, however, there were differing opinions as to what type of protection was needed. There were some participants who felt that vacant lands should be protected as open space, some who felt that rural densities should be encourage/protected, and others who felt that culture and heritage should be protected[7]. In other words, there was a difference in how "rural" was defined and perceived. Some equated the idea of rural to density—some to land patterns. Despite the differing viewpoints, there was general agreement that Agua Fria needed some type of protection from encroaching urbanization. In conjunction, there was also need for some type of separation or compatibility standards where the Village and urban lands were to abut one another.

- *There were continued concerns over the effects of continued urbanization on the Village as a whole*. If some areas north of the river and along Agua Fria Road and Rufina Street were to develop at urban patterns and densities, how would they affect community identity and lifestyles? How can two competing patterns exist together without compromising either? How would further urbanization affect existing infrastructure including water and roads? How would urbanization affect their current quality of life?

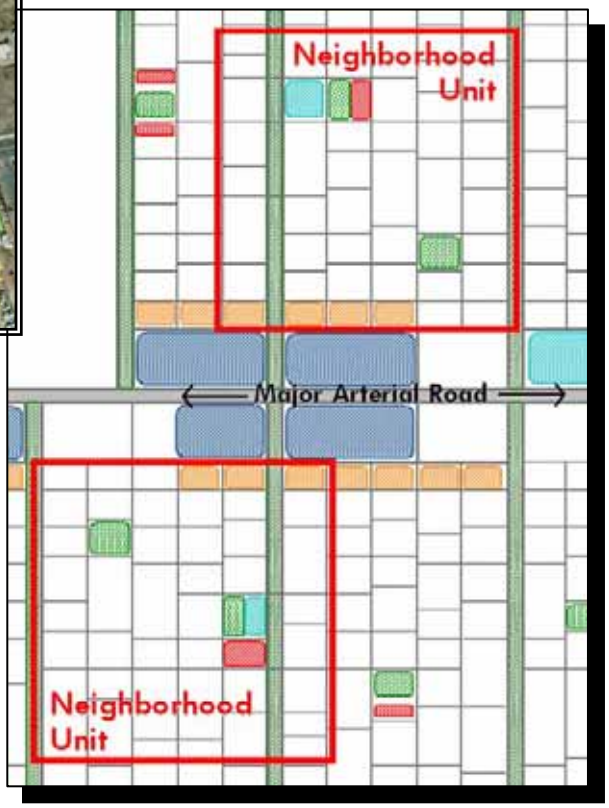
Although this master planning process was not intended to be a community area planning process for the Agua Fria community, the discussions that have taken place with the Village thus far have articulated the need and desire for their own community area plan. There seems to be general acceptance of this need as well. There is also consensus that the historical and cultural identity of the Agua Fria community needs to be defined as it is today, and there needs to be some guidance as to what it should be tomorrow. Once this is clearly understood, then there needs to be movement to preserving its integrity.

It is anticipated that the Agua Fria community will soon undertake discussions with the County as to when and how a community area plan shall be conducted, as well as the THC boundary issue. Although this master plan does not include a community area plan for the Village itself, it is believed that the dialogue that has begun in response to this

[7] This was particular to the ability to convey land through family transfer and the continual subdivision of lands through the family. This view was more closely linked to land patterns than density.

process will lead to furthering community identity and preservation and protection of the Village in the future.

Chapter 3
Framework for Future Neighborhood Development Patterns



Framework for Future Neighborhood Development Patterns

Chapter 3 is intended to "connect" the ideals, patterns and design concepts contained within the *SW Area Final Report* to the future development patterns of the master plan. The design guidelines of the *Final Report*, referred to originally as "the typology framework for future development", are presented in a broad and conceptual manner. In the master plan, these concepts are expanded and detailed as to intent and function. They are also now referred to as "neighborhood development patterns or models". These models are the essential building block for applying future development.

This chapter details these development models, including residential patterns for new neighborhood units and the Agua Fria patterns, corridor (commercial), transitional and rural protection areas. The descriptions provide further detail as to how these models might look, be applied and how they may function. This part of the master plan is also the most technical, therefore, it may be useful to cross-reference their actual applications within the neighborhood plans to fully understand their function and role for future development patterns.

Future Residential Development Areas

Existing Residential Development Patterns

Presently within the Southwest Planning Area, there are two predominant residential development patterns, the suburban-style and the traditional, long-lot patterns. The suburban-style subdivisions are characterized by their uniform lot sizes, curvilinear and/or cul-de-sac street configurations, restricted access and single-use residential profile. The traditional patterns are notably different. The lots tend to be much greater in depth proportionally than in width, they are positioned in a strong north/south orientation, they often contain a myriad of uses ranging from residential to agricultural to live-work, and in later forms, have further subdivided to take on an east/west pattern. The earlier patterns were derived in accordance with the need for access to water and location to roads. As families continued to expand, the lands were further subdivided longitudinally, forming the north/south, long-lot configurations. In later years, as there was lesser dependence on surface water from the rivers and acequias, the long lots then began to subdivide laterally, creating the east/west patterns. Both of these traditional patterns are referred to as the Agua Fria development models.

New Neighborhood Unit Areas

The new neighborhood unit areas [Exhibit 3.1.1] will introduce a third residential development pattern to the Southwest Planning Area. The new neighborhood unit, as described in the *Final Report*, represents a development guideline for new residential development.[1] The following provides an overview of these guidelines:

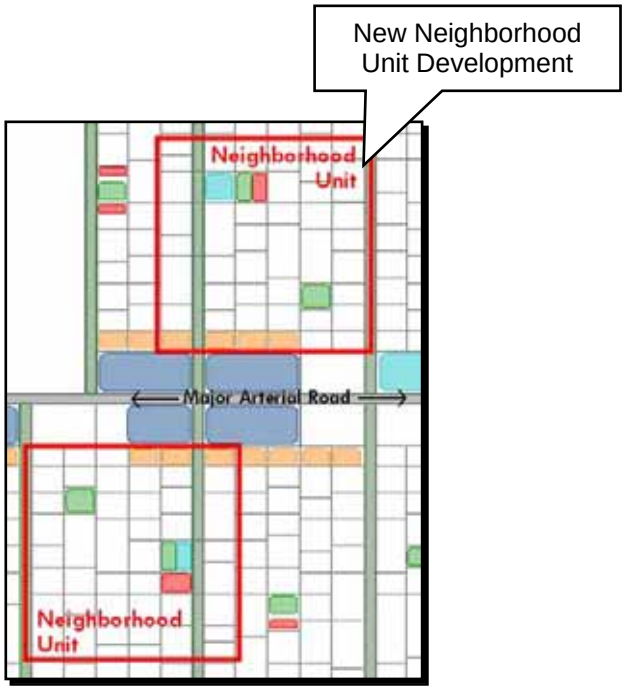


Exhibit 3.1.1. Schematic of a New Neighborhood Unit

The *new neighborhoods are intended to be walkable*—they should have a strong pedestrian orientation both in street design and connections. Formal sidewalks and/or informal walking paths should be integrated into any street design based on street width, location and desired setting.

The new neighborhoods should be connected within itself and to other future and existing neighborhoods. There should be a stronger north-south emphasis on connectivity (Exhibit 3.1.2). These are intended to create long vistas that will frame and define the neighborhood. They should incorporate

[1] As with all of the neighborhood pattern models, the intent is to translate these development guidelines into development standards and applied as zoning overlays within the designated new neighborhood pattern areas.

traffic calming measures to ensure pedestrian safety. East-west connections are intended to be narrower and laid out in a discontinuous, broken pattern in order to discourage cut-through traffic.

New neighborhoods should contain a neighborhood core or center. What constitutes that core or center would be largely dependent on the size of the new neighborhood.[2] These should include, at a minimum, some type of active public space, most notably a developed park or public plaza. Some type of institutional or civic use, such as a church, library, post office or school, is also strongly encouraged where appropriate. Additional parks and open space should be required based on some percentage of developable area.[3]

Exhibit 3.1.2. Concept Overlay of a New Neighborhood with Suggested Design Elements

New neighborhoods should contain a variety of lot sizes and building styles to promote economic diversity, affordability and an inclusive community. Lot sizes should range between 3,000 to 5,000 square feet[4] where larger lots would be considered in order to achieve desired densities. Blocks sizes should also vary in order to weave new development into the surrounding urban fabric. Building styles should also vary to promote affordability, allow for people of diverse incomes and encourage the continued practice of owner-built structures.

Finally, *new neighborhoods should be connected to adjacent commercial areas* (or within easy walking or driving distance (see Corridor Development Areas). They should also be joined to commercial through intermediate scaled buildings and

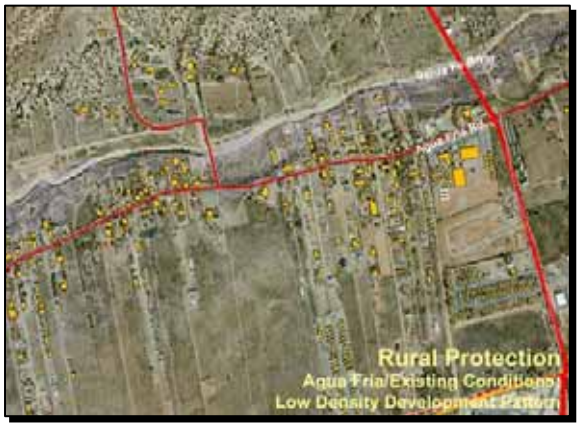
[2] There is a recognized sustainable population threshold necessary in order to ensure viability of certain uses, particularly neighborhood retail. This is why what constitutes a neighborhood is partly defined by the size and density of the neighborhood.
[3] The recently adopted City of Santa Fe Parks, Open Space Trails, and Recreation Master Plan suggests fifteen acres of dedicated parks per 1000 persons. There are also general breakdowns by park type within those fifteen acres.
[4] See Chapter 2, Section 3, Southcentral Neighborhood Plan Area for expressed exceptions.

transitional uses (see Transitional Development Areas) such as live/work units or other intermediary uses.

Agua Fria Development Models

As described previously, the Agua Fria Models are derivations of the same urban form. Both forms are common in the Southwest Plan Area as well as in other parts of Santa Fe. Many of these original forms remain intact today, and are the predominate feature in several of the neighborhood planning areas. These forms continue to reflect Santa Fe's rich cultural heritage. These original development patterns are what make Santa Fe truly unique and should be recognized as a resource that should be valued and preserved.[5]

The original form is the traditional, long-lot pattern commonly found along Santa Fe waterways and acequias. Over time, the practice of longitudinal lot division began to decrease (often when the lots became so narrow that they could no longer be split in length) and was gradually replaced by the lateral lot division. Lateral lot splits occurred either slowly through generations of family land transfer or at one time for the purpose of selling off the land[6]. Several of the single-road subdivisions within the Southwest Area are demonstrations of the latter practice. Both the north/south, longitudinal patterns and the east/west lateral patterns are common throughout the Southwest Planning Area. The primary difference between the two is that the original patterns retain much of their rural character and density, the later patterns favor greater urban densities.



Agua Fria Development Model

For areas where the patterns remain intact and where the practice of lot splits through family transfer continue, the Agua Fria development models should be encouraged and protected. Within the neighborhood plans, there was a direct acknowledgement of these existing patterns--they were often designated as Agua Fria Model Areas as recognition of the continuing patterns. Along the Santa Fe River, areas designated as rural protection areas (see following section on Rural Protection Areas) are intended to specifically encourage the continuation of these patterns in their original forms. The intent and clear purpose is to protect the integrity

[5] This is Principle 9 in the *Final Report*.

[6] Even though the subdivision of land may have occurred at once or in several stages, the development of the lots was often over a longer period of time. The lots were often seller-financed, whereby the houses were built by the owner as funds were available. Owner-built structures are common in the Southwest Area because of these land transfer practices. Most recently, manufactured housing has begun to replace the practice of owner-built structures within the area.

of the Agua Fria area and see that those forms are not overcome by increasing development pressure.[7]

[7] The one exception here is south of Rufina Street to Cerrillos Road. There has been a long-standing debate over appropriate development of the area. The primary difference for this area is that much of the lands south of Rufina Street are vacant lands. Extension of Rufina Street has also created a clear boundary transition between the Village and the Cerrillos Road corridor development. Treatment of this area is covered under the Cerrillos Road Corridor Plan Area.

Corridor Development Areas

New corridor developments (Exhibit 3.2.1) are intended to be community focused rather than regional[1]. They should at a community scale and character that would relate and integrate with existing and future neighborhoods. New commercial development should not be concentrated on a single large-scale area, but rather dispersed and interrupted to retain a neighborhood scale. Where commercial areas redevelop over time, every attempt should be made to conform to the new commercial development standards.

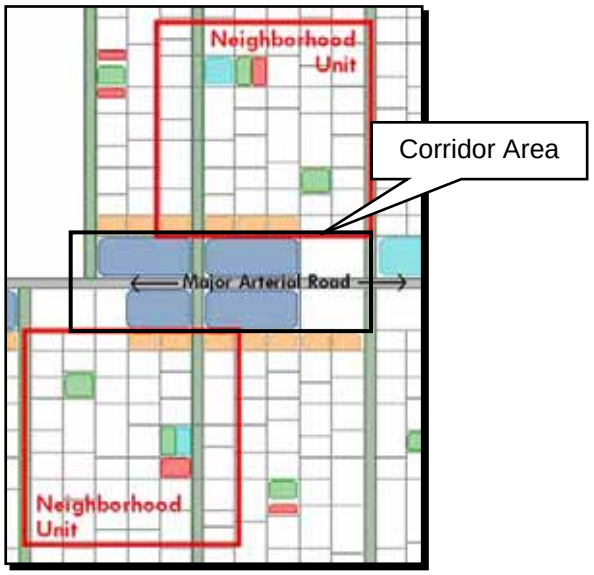


Exhibit 3.2.1. Schematic of a Corridor Development Area

Through the neighborhood planning process, potential future commercial areas were identified by comparing existing vacant lands, existing and future transportation systems, current uses and approved (but not built) commercial nodes. What became evident fairly early in the process was that there were perceptual differences at to what should constitute neighborhood-serving commercial within the different planning areas. Four distinct corridors also emerged from the process--the Cerrillos, Airport, Rodeo and Agua Fria Road Corridors.

The Cerrillos Road Corridor is clearly the most use intense commercial corridor. One of the three identified regional commercial nodes is contained within the corridor as well as smaller "strip" retail centers and community commercial services and retailing. The corridor includes a majority of Santa Fe's "big box" retail outlets.

Cerrillos Road Corridor

Airport Road Corridor

The vision for the Airport Road area as described within the *Final Report* proved consistent with the translation of scale and the types of desired uses identified within the

[1] Corridor development areas as described in the *Final Report* under "Chapter 6. A Policy Framework for Santa Fe".

neighborhood planning process. There was a strong consensus that commercial areas, including both retail and service related uses, were desirable, however, they should be limited to a neighborhood and pedestrian orientation. There was also consensus that Airport Road should not become a "canyon" of strip commercial, but rather commercial should be interspersed and located near major intersections or other areas that may be appropriate with adjacent existing uses. There was also agreement that future uses need to be expanded to include office, institutional and more service-oriented commercial.

Although Rodeo and Airport Roads are the east and west extension of the same arterial (changing at Cerrillos Road) they have taken on different characteristics. This is in part due to different surrounding development patterns over that have occurred over time. Another unique characteristic of the Rodeo Road Corridor is that the pattern and intensities are dramatically different along the north and south sides of the arterial east of Zafrano Drive. The north side is distinctly urban—the south is a collection of adaptive reuses (formerly residential) of small business or offices.

Rodeo Road

Agua Fria Road

Finally, Agua Fria Road represents the fourth (and primarily minor) corridor area. For purposes of this plan, the Agua Fria Road is not treated as a true corridor, however, it does possess commercial and residential integration, so it has been included here as a point of discussion. There is also one conventional commercial and two neighborhood centers identified on the south side of the road, therefore, the corridor designation is necessary in order to impose future design standards to those areas. The majority of Agua Fria Road is treated as it remains in its original organic forms, which are the preferred forms and patterns for the area. In conjunction, many of the land uses along Agua Fria Road, particularly on the north side, continue to be mixed-use or live/work.

Intensity, scale and depth within the four corridors can be classified as either community or neighborhood serving. The Cerrillos Road Corridor has historically developed with a community-orientation[2], because the retail and service-related uses generally serve the

[2] It should be noted that recent development trends have been challenging this long-held practice. As the single-structure "big box" retailing continues to replace the strip shopping centers, there is pressure to extend the established 600-foot corridor depth to, in some instances, up to 1300 feet. This is also includes increasing the retail square footage, in some cases, to nearly 200,000 square feet within a single development project. The type of scaling, massing and market service area resulting from this increase is no longer community-oriented but clearly regional. There is an increasing need within the General Plan as

entire Santa Fe area. The corridor depth also has historically developed within a 600 to 700-foot depth as demonstrated by the General Plan as well as the companion C2-General Commercial zoning. The General Plan has established a Cerrillos Road Redevelopment Corridor (shown as approximately 600 feet in depth) that calls for development of modern development standards for the corridor, including a reassessment of appropriate uses that would promote a mixing of uses to de-emphasize the standard strip retail profile. The exception to the actual corridor depth is at the *regional* commercial node—located on the *east side* of the Cerrillos and Rodeo Road intersections where the corridor shifts to a nodal radius averaging 2300 feet, extending to 3300 feet in depth. In general, regional commercial (including uses, scaling and massing) should be considered appropriate only within this node. This would include big box retail that is intended to serve the larger regional markets of northern New Mexico. Within the remaining corridor-designated areas, commercial should remain at a community scale and use intensity.

The second corridor classification refers to neighborhood-oriented commercial. This would include the Airport and Rodeo Roads and, to a lesser extent, Agua Fria Road. The corridor depths within these areas tend to vary because of random development patterns, but as a general rule, the following average depths can be used to describe each corridor; 1) Airport Road with an average of range of 200 to 350 feet, 2) Rodeo Road with an average range of 200 to 400 feet and 3) Agua Fria Road where the corridor depths are dictated by distance to the Santa Fe River. In contrast to the Cerrillos Road Corridor, these corridors are narrower, they are more randomly developed, and are greatly reduced in use intensity. The corridors should include uses that directly serve the neighborhoods to which they are connected. They should also be of a size and scale and orientation that relates to the neighborhoods—they should also be pedestrian friendly rather than automobile-oriented[3] (see Exhibit 3.2.2). In addition, the scale should be reduced to strengthen the neighborhood relationship.

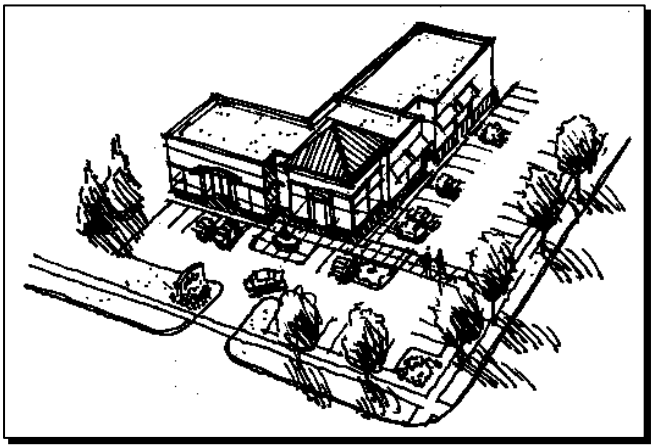


Exhibit 3.2.2. Example of a type of Neighborhood Center (Town of Parker, CO—Master Plan)

In all cases, transitional areas should companion any corridor designation in order to protect and relate commercial and residential areas. The composite future land use map

well as within the City's Land Development Code to make clear distinction between these types of development patterns.

[3] As an example of pedestrian-orientation, a "sit down" dining establishment would be preferred to drive-through fast food restaurants. As an example of scale, a neighborhood grocery would typically be less than 50,000 square feet. This also reaffirms some of the principles within the *Final Report*.

(Chapter 4, Section 1) incorporates transitional areas at nearly every corridor designation.[4]

Alternative design elements for corridor areas are illustrated on Exhibits 3.2.3 and 3.2.4.

Exhibits 3.2.3 and 3.2.4. Alternative design elements for corridor and transitional areas

As in both examples, the buildings are pulled forward to the street with the parking nested internally within each center. Alternative #1 illustrates shared internal parking between the corridor and transition areas, with complete building frontage along the arterial. Primary access is provided between the transitional uses and the residential areas.

Alternative #2 incorporates only a partial building frontage closure and allows the transition and the corridor areas to be separated by a local or sub-collector street. These are suggested design *guidelines*—they will have to be translated into design *standards* as zoning overlays in order to apply them as code. The appropriate alternative or combination of alternatives should also be also addressed for each corridor area as these guidelines are converted to standards.

[4] Transitional areas were applied where it was possible to do so. In several examples, however, commercial areas were already adjacent to residential areas. Where these areas exist, should redevelopment occur in the future, an attempt should be made to provide added buffering to the adjacent residential to minimize future impacts.

Transitional Development Areas

The transitional development areas (Exhibit 3.3.1.) are intended to link commercial areas located along major arterials to nearby neighborhoods through intermediate scale buildings[1], land use intensity and innovative design. One of the primary tasks of the neighborhood planning workshops was to identify where 1) new corridor and neighborhood unit development should occur and how those areas would be unified through transitional uses and 2) existing land use conditions would warrant added transitioning to provide adequate buffering to existing residential areas.

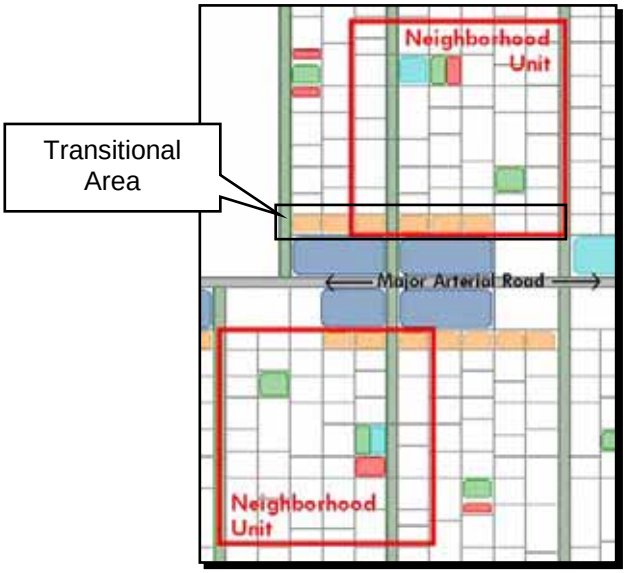


Exhibit 3.3.1. Schematic of a Transitional Development Area

The *Final Report* identifies live/work units as one type of appropriate transitional use. Most of the neighborhood groups expressed some concern that live/work units only might be too limiting. Therefore, each of the neighborhood planning groups was asked to develop a list of other possible uses that they would consider appropriate for transitional areas within their neighborhood. There was also some consideration for appropriate building height and scale within these transitional areas. Through the neighborhood planning process, two transitional applications have been developed—one for the Cerrillos Road Corridor and the other for the Airport/Rodeo Road Corridor that could also be expanded to include new development areas on the south side of Agua Fria Road.

The existing land use intensity and building scale vary significantly between Cerrillos and Airport Roads.[2] Within the planning boundary, the study area segment of Cerrillos Road is dominated by either regional retail malls or large scale, single-use retailers that tend to serve a larger regional market. Airport Road, in contrast, has

[1] Based on Principle 7 of the *Final Report*.
[2] As noted in Principle 6 of the Final Report, there is a strong desire to avoid a repetition of the large scale, single-use development pattern that prevails along Cerrillos Road.

developed at a scale more in keeping with neighborhood or community. In addition, much of the immediate arterial frontage along Cerrillos Road is already developed, however, there are a considerable number of tracts that remain undeveloped along the Airport Road corridor.

Because of the differences in these patterns, the neighborhood planning groups created two types of transitional areas –one for each of the corridors. First, the Cerrillos Road Corridor would require two "tiers" of transition[3] since the "step back" from intense regional retail to residential would be fairly dramatic. The intermediate transitioning would apply to both buildings scale and mass and well as land use intensity. As an example[4] of intermediate building scaling, the C-2, General Commercial Zoning District, which is the most widely applied zoning along Cerrillos Road, allows for a building height maximum of forty-five feet (45'). In contrast, a "hypothetical" new neighborhood unit area zoned as R1-R5 under the City's zoning regulations would allow for a maximum height not to exceed twenty-four feet (24'), requiring a twenty-one foot (21') step down in height reduction that would have to occur within the transitional areas. This could be accomplished by establishing a height limitation within the first transitional area of thirty-five feet (35') that would be further reduced to twenty-four feet in the transitional two area. Land use intensity reduction is based on similar theory. A comparable example might include the following scenario; within the corridor area (assuming C2 zoning) there might be grocery and office supply anchors with smaller ancillary retail/service establishments. Within transition area one, there might be a post office or other public facilities and a medical clinic. Transition two might then contain professional /medical offices in combination with live/work units.

Since land use intensities within the Airport Road corridor are sigficantly lower than in the Cerrillos Road corridor, only one transitional area would be required. In developing a list of appropriate uses for the corridor areas, the uses that were suggested for transition area two within the Cerrillos Road corridor closely mirrored the uses that were deemed appropriate for the Airport Road corridor. In addition, any land uses included in the transition two area could be applied within transition area one.

Based on input from the neighborhood planning units, the following land uses have either been suggested or considered appropriate for each of the transition types. These uses are proposed recommendations that should be taken into consideration when zoning districts are applied or are created. These lists are not intended to be all inclusive—the application of zoning, whether it be under the City of Santa Fe's Chapter 14, the Extraterritorial Zoning Ordinance or the Santa Fe County Land Development Code, will ultimately define what uses are permitted or prohibited in each case.

<u>Transition Area One:</u>

[3] For further details on the Transition #1 and #2 development areas, see the Cerrillos Road Corridor Plan Area section.
[4] For illustration purposes only. The development standards applied through zoning will dictate building height, setbacks, etc.…

- Live/work units
- Medical offices
- Apothecary or drug stores[5]
- Professional or other business-related offices
- Public facilities such as post offices, public safety stations, libraries and schools/educational centers
- Institutional uses such as medical clinics, nursing homes, museums, churches, private secondary schools, training centers
- High and medium density residential[6] and assisted living centers (not to exceed two stories where abutting existing or proposed residential)
- *Smaller local-serving retail or service establishments* such as local office suppliers, dry cleaning, coffee shops, copy centers, neighborhood bookstores
- "Sit-down" eating establishments or restaurants
- Small animal veterinary centers or pet supply centers (no outdoor boarding where adjacent to existing or proposed residential)
- Day care facilities
- Plazas and public amenities, open space, parkland
- Plant nurseries (where building scale and footprint are compatible to adjacent transitional uses)
- Banking and ATM facilities (limited number of drive-through bays)
- Arts and crafts galleries, studios, or shops (of appropriate neighborhood scale)
- Beauty and/or barber shops
- Public utility substations
- Limited service motels/hotels that are not directly adjacent to existing or proposed residential areas

<u>Transition Area Two, Airport Road Transitional Areas, Mixed-use Development:</u>

- Live/work units
- Medical and professional offices (office building height should be compatible to neighboring residential)
- Professional or other business-related offices
- Public facilities such as post offices, public safety stations, libraries and schools/educational centers (that do not take primary access through residential areas)
- Institutional uses such as *small* medical clinics, nursing homes, museums, churches, private elementary schools
- Medium density residential[7] and assisted living centers that are compatible in scale to adjacent residential
- "Sit-down" eating establishments or restaurants

[5] Since these uses are intended as more neighborhood-oriented services, it was recommended that drugs stores and other retail establishments not be permitted to include package liquor sales as part of the primary or ancillary use.

[6] High and medium density residential should be considered on a case-by-case basis since there are site specific compatibility issues that may need to be addressed. This would apply within either the transition one or two areas.

[7] See footnote #6. High density residential may be also appropriate *within the Cerrillos Road Corridor* where there is additional buffering (such as natural environmental features, parks or open space) to adjacent lower density residential.

- Day care facilities
- Plazas and public amenities, open space, parkland
- Arts and crafts galleries or studios
- Beauty and/or barber shops
- Bed and breakfast inns

In order to accommodate transitional land use patterns within the City General Plan, it will be necessary to create a new future land use classification[8]. It is recommended that this new designation be combined with the proposed mixed-use future land use designation since they share common patterns, uses and purpose. They both are intended to create a self-contained, interactive place that encourages internal and external connections, land use relationships and walkability. In the case of mixed-use, the combination of residential/non-residential uses would occur within the same project site. In contrast, the transitional area may be limited to a single-use project, but when combined with the adjacent commercial and residential, would function as a multi-use project.

Although it is not defined as a neighborhood pattern designation, the application of a mixed-use future land use designation is being applied exten-

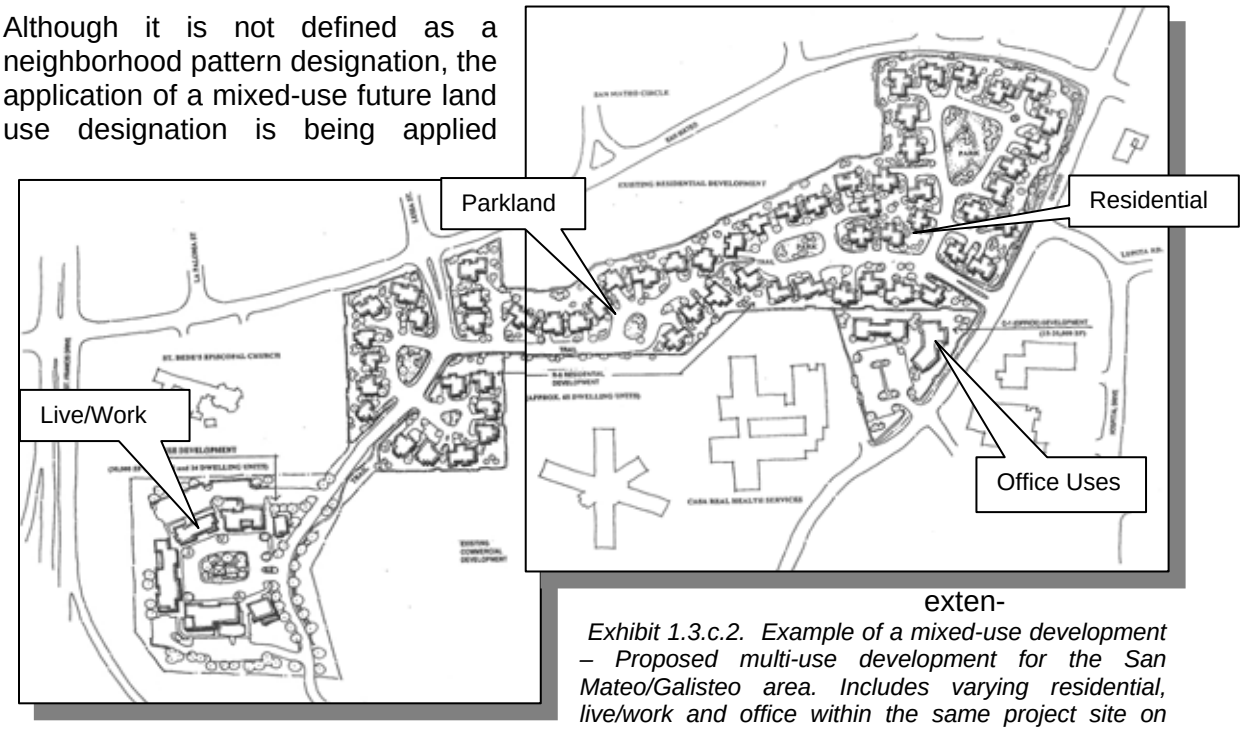


Exhibit 1.3.c.2. Example of a mixed-use development – Proposed multi-use development for the San Mateo/Galisteo area. Includes varying residential, live/work and office within the same project site on approximately 27 acres (courtesy of Santa Fe Planning Group)

sively throughout the Southwest Planning Area to accommodate and reflect the current land use patterns. There are many applications of live-work scenarios that exist throughout the study area, therefore, a mixed-use land use category is essential to the master planning process. Mixed-use, as applied within the Southwest Area, is meant to

[8] The City Council adopted the new future land use classification referred to as "Mixed-use/Transitional" by Resolution 2001-82 (November, 2001).

encompass both the traditional land use practices[9] as well as provide a mechanism for future mixed-use development (see Exhibit 1.3.c.2.- Example of a type of Mixed-Use Development). With respect to appropriate uses, mixed-use development should always include both residential and nonresidential uses, live/work serving as the prime example of a mixed-use scenario. There is a strong desire within nearly all of the neighborhood planning areas to provide for future mixed-use areas that would allow for eclectic, innovative projects, particularly live/work opportunities and art studios/galleries. The uses that are listed within the transitional two area would be considered appropriate with the addition of smaller retail and service-related establishments that are intended to serve the residential uses as well as live-work units. Live/work with light manufacturing may be also considered where additional buffering and setbacks have been provided to the adjacent residential areas and where specific performance standard measures have been satisfied.

[9] Traditional live-work scenarios often include residential in combination with light industrial/manufacturing, agricultural or home business type uses. The master planning process attempts to recognize the value of these traditional practices that are common in the Southwest Planning Area and, through mixed-use, creates a future land use classification to accommodate the traditional land use patterns.

Rural Protection Areas

The purpose of developing and applying rural protection areas is to protect and preserve some unique natural, environmental, cultural or historical feature or "place". The application of rural protection areas was also expanded to include those lands that possess some rural or agricultural quality that may be compromised or endangered by encroaching future urbanization.

The *Final Report*[1] includes, as a policy framework for future development, the following guidelines for determining appropriate rural protection areas:

Protection of low-density residential areas as it remains a priority for residents of the Southwest Area. This would include areas that have strong agricultural identities and/or rural lifestyles.

Protection areas should be applied to both large undeveloped lands north of the Santa Fe River as well as smaller areas that can be integrated into or are within neighborhoods. Identification of potential rural protection areas was part of the neighborhood planning process. The outcome of that process identified much of the lands north of the river as suitable for protection, in addition to at least one rural neighborhood south of the river.

Areas set aside should have some defining element based on established criteria of physical conditions, connectivity, wildlife habitat, recreation and future opportunity for acquisition and management.

The typical development pattern of the Agua Fria Village should be used as a model for new development in those protection areas. This would apply to those protection areas north of the river particularly, where there has been overwhelming consensus that the Agua Fria patterns should be protected, preserved and promoted on the north side of the river. Development of a rural protection ordinance[2] could be used to promote continuation of the original forms. These could be applied as zoning overlays within the rural protection areas.

Planning tools and techniques should be developed that will protect the interest of the property owners while protecting the land. Such tools as transfer of development rights, dedicated public access as part of the development process, acquisition of public rights-of-way or conservation easements, fee simple acquisitions (such as COLTPAC), density bonuses, and other such mechanisms would need to be defined and incorporated into the code as part of this process.

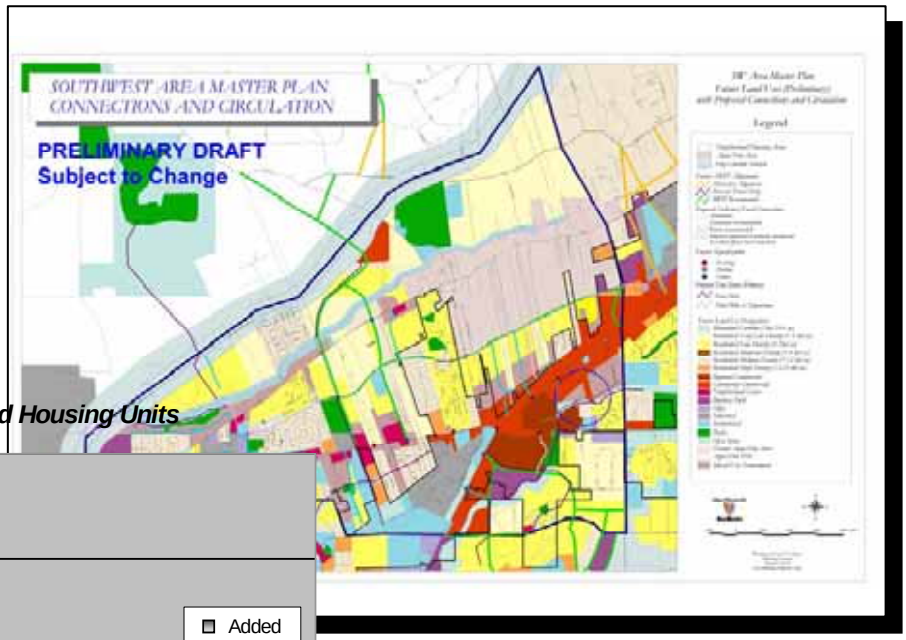
[1] As described on page 32 of the *Final Report*.
[2] This is described further in Chapter 2, Sections 6 and 7 of the Master Plan.

The Santa Fe River should be preserved and protected and made accessible to the greater public through the creation of easements. This will primarily be achieved through the creation of a River Protection Zone (see Chapter 2, Section 6, River Corridor Plan Area).

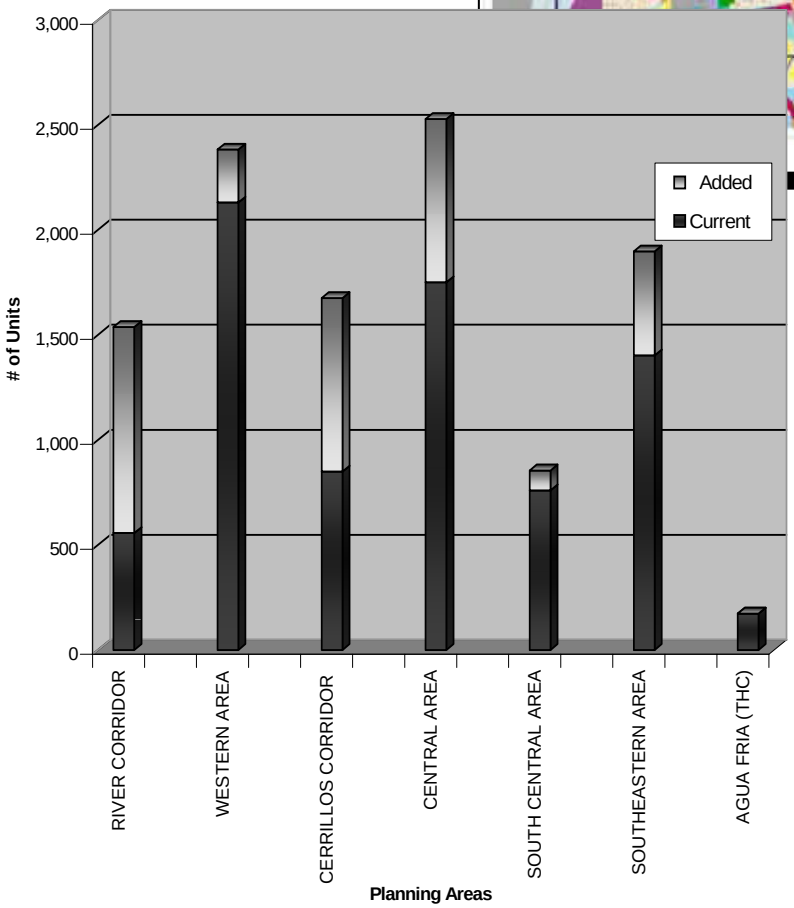
Implementation of these protection areas will have to be further detailed as code language is developed. Changes to the code[3] will need to take into account all of the aforementioned rural protection area elements. What is essential is that it allow for rural density patterns and land uses to continue, while providing protection and access to natural features.

[3] Here "code" is generic and would include both the EZO, County and the City's Land Development Code depending on the applicable jurisdiction.

Chapter 4
The Master Plans:
Future Land Uses, Connection and Circulation Patterns and Demographics



Current and Projected Housing Units



Southwest Area Master Plans

The master plans generally represent a compilation of the individual neighborhood plans. These include the comprehensive future land use plan, the demographic and resource analysis section and a circulation and connections plan. The future land use plan is an assembly of the neighborhood plans into one composite, while the demographic section is a re-analysis of future population based on the proposed future land uses and then provides a comparison to the original projections contained in the *SW Area Existing Conditions Report*.

The circulation and connections plan combines the approved arterials contained within the ARTF *Future Roads Network Map* with suggested connections between neighborhoods as well as a collector-level (or less) future roads plan. These connections are not intended to reflect actual alignments or measure future capacity, but rather demonstrate appropriate circulation-type patterns based on future development. The plan also does not alter the approved ARTF plan.

Future Land Use Plan

The future land use plan (Exhibit 4.1) is a composite of each of the future land use maps derived as part of the neighborhood workshops. The future land use designations represented are in keeping with the conventional standards established by the City's General Plan, however, the purpose and intent behind those "colors" relies on the neighborhood plans themselves. The City's General Plan provides a broad pallet of land use descriptions, but is not intended to provide a higher level of detail of pattern and form. The community area plan process is intended to serve that purpose. Again, the conveyance of land pattern and urban form are demonstrated in the neighborhood plans.

With regard to the future land use plan, there are several key elements that are unique to the Southwest Area, or are a result of the process. These would include:

- *Designation of areas for mixed use or for transition*. Because much of the Southwest Area has developed based on traditional or rural lifestyles and patterns, many of the uses are holdovers from those patterns or evolutions thereof. The primary example is live/work and home-business uses. These uses prevail throughout the planning area and a new land use category had to be created that would take into account these practices. The concept of mixed use as a future land use application is also a preferred form for the area. It is consistent with many of the goals and desired patterns of many of the neighborhoods.

- *Rural protection areas or semi-rural land patterns*. The General Plan represents desired future land uses as contained within a defined urban area boundary. Uses are considered to be at urban densities or intensities within that boundary. The notable exception is the "Mountain/Corridor" category that allows for 1 dwelling unit per every 10 acres based primarily on terrain constraints. The City General Plan currently does not provide a land use category that specifically recognizes residential densities that fall between the 1-du/10 acres and 1-du/1acre. Many of the developed areas currently within the extraterritorial zone had developed at 1-du/2.5 acres, as the EZ would require.

  In order to address this particular issue, areas where the densities fall below the 1 du/ac have been recognized as either the Agua Fria development model or as rural protection area designations, but are shown on the future land use plan as "Very Low Density Residential". In addition, the Agua Fria THC and the adjacent traditional area north of the river retains its is classification under the General Plan as the Greater Agua Fria Area.

- *Future land uses as a translation of the existing uses*. The designations on the General Plan Future Land Use Map are intended to respect the underlying zoning. The basic premise is that zoning be consistent with the General Plan. In the case of the SW Area future land use plan, a good portion of the area has not been subject to comprehensive zoning[1] so the land uses could not solely be based on that. Instead, the future land uses are mostly a translation of the way the land is being used. This

[1] Land uses has been regulated under the Extraterritorial Zoning Ordinance (EZO) since the late 1980's, but those land use controls are not considered conventional Euclidean zoning.

explains why the future land use patterns are more discontinuous and random—it merely reflects the land patterns as they exist. Vacant lands, however, are an expression of the desired future patterns that could ultimately be used to strengthen neighborhood identity while balancing future growth.

- *Incorporation of the Santa Fe Metro Area Highway Corridor Plan*. Although the original Highway Corridor Plan was adopted in 2001 and a subsequent unified plan was considered and recommended by the Regional Planning Authority in December of 2001, the City's General Plan was not been directly modified to incorporate key elements of that plan. The future land use plan incorporates both the critical setback requirements of the Highway Corridor Plan as well as those uses recommended within the unified plan.

- *Coordination with other overlapping planning boundaries*. The Santa Fe County Airport Development District planning process is occurring simultaneous to the Southwest Area Master Planning process. For that area that falls within both planning boundaries (generally, the larger intersection of Airport Road and NM 599 north to the Santa Fe River), City and County staff have made valid attempts to respect the recommendations by each planning group and coordinate the results. The desire to keep the processes consistent continues to be an ongoing goal.

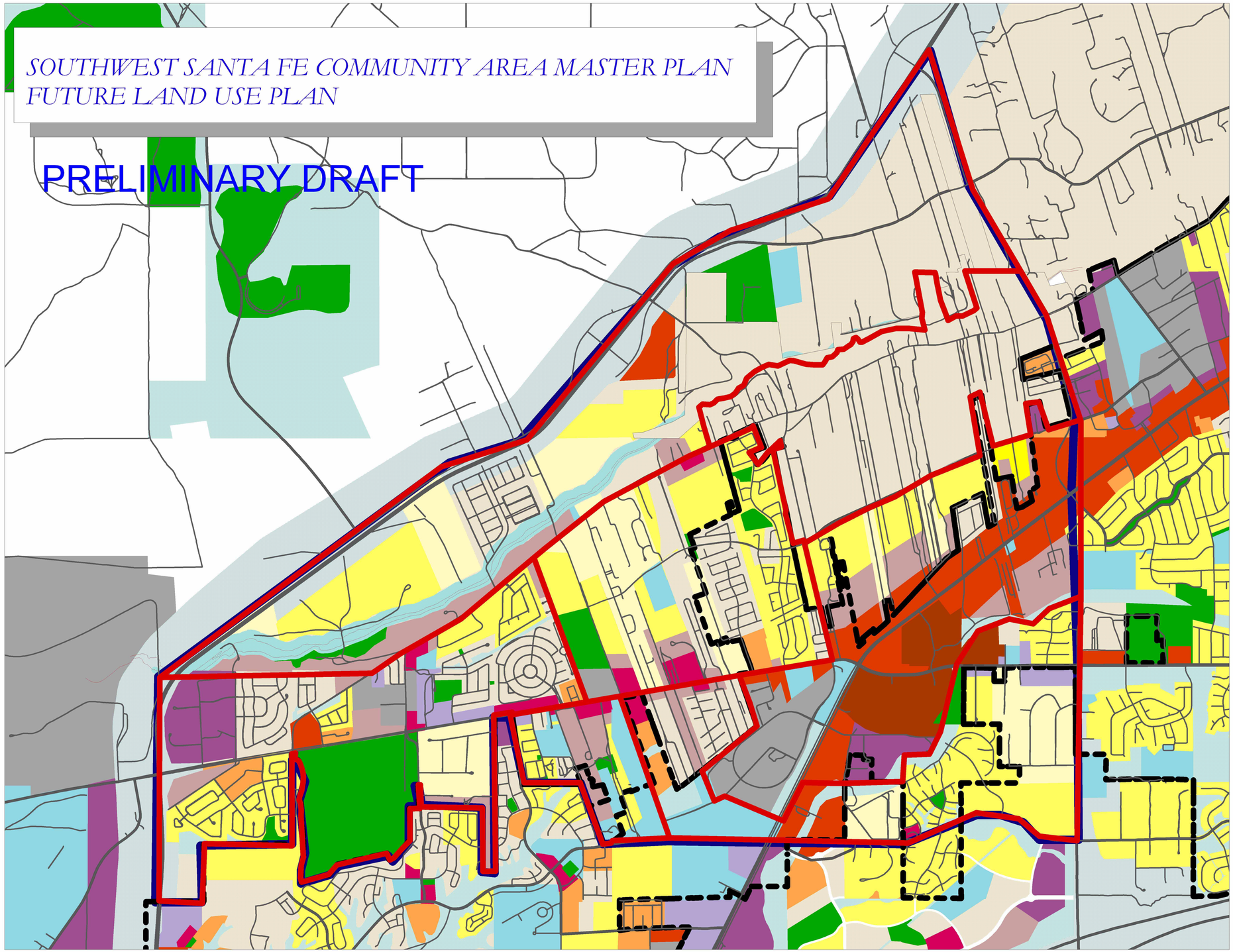
One of the most frequently asked questions during the public participation process is how the future land use plan will effect or be tied to future zoning. The answer that is most often given is that the plan becomes the template that will guide and direct future zoning. The goal is for zoning to be done in consistence with the plan.

How this is to be accomplished will be dependent on the applicable jurisdiction, thus annexation plays a role in how land gets zoned. Irrespective of the jurisdiction, implementation should be seamless. If the City annexes lands within the area, the City will either initiate rezoning[2] of those lands in accordance with the adopted plan or will allow a property owner to initiate rezoning of his land at his/her discretion. For those lands that remain within the EZO, there would need to be revisions made to that code that better reflect these new land use systems. In either case, new or revised zoning districts will need to be created to fully implement the plan. This also includes the development of design standards that would be applied as zoning overlays to those areas shown as future neighborhood pattern models within the neighborhood plans.

[2] Newly-annexed territory would come into the City as R1 zoning.

SOUTHWEST SANTA FE COMMUNITY AREA MASTER PLAN
FUTURE LAND USE PLAN

PRELIMINARY DRAFT



SW Santa Fe Community Area Master Plan
Future Land Uses (Preliminary Draft)

Legend

Neighborhood Plan Units

Future Land Use Designations

- *Mountain/Corridor (1du/10+ ac)*
- *Residential Very Low Density (1-3 du/ac)*
- *Residential Low Density (3-7du/ac)*
- *Residential Moderate Density (7-9 du/ac)*
- *Residential Medium Density (7-12 du/ac)*
- *Residential High Density (12-29 du/ac)*
- *Regional Commercial*
- *Community Commercial*
- *Neighborhood Center*
- *Business Park*
- *Office*
- *Industrial*
- *Institutional*
- *Parks*
- *Open Space*
- *Greater Agua Fria Area*
- *Agua Fria THC*
- *Mixed-Use/Transitional*

Exhibit 4.1

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City of Santa Fe
New Mexico

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Planning and Land Use Dept.
Planning Division
Plotted 4.18.01
For Planning Purposes Only

Demographics and Resource Allocation

The Southwest Planning Area Existing Conditions Report (July 2000)

City and County staff completed the Southwest Planning Area Existing Conditions Report in July of 2000 which included detailed estimates of the existing total number of dwelling units in the area, the current population and the projected growth to 2020. These estimates were done prior to the release of the 2000 census data, therefore, were based on 1990 census data projections.

Original figures indicated a housing inventory make-up as shown in Table 4.2.1 (by the original subareas). There were a total number of 6,500 estimated housing units for the SW Area, whereby manufactured housing/mobile homes comprised over half those units. Based on these housing units estimates (using a 2.42 persons per household multiplier with a .92 occupancy rate), the original population estimate for the year 2000 was approximately 14,500 persons.

Table 4.2.1 – Housing Inventory 2000 by Subarea (from the *Existing Conditions Report*)

	Mobile Homes	**Apartments**	**Duplexes/ Townhomes**	**S-F Detached**	**TOTAL UNITS**
Cerrillos/Airport/ Rodeo (1)	1,270	702	179	679	2,830
Agua Fria (2)	575	48	62	495	1,180
Airport Corridor (3)	1,586	364	155	375	2,480
TOTAL UNITS	**3,431**	**1,114**	**396**	**1,549**	**6,490**
% by housing type	*53%*	*17%*	*6%*	*24%*	*100%*

Population projections for the year 2020 were also based on these original figures, as well as population projections done for the 1999 City General Plan. It was estimated that by the year 2020, the area would add approximately 1,915 dwelling units (30% increase), with a corresponding increase in population of nearly 4,700 persons, bringing the total estimated population to nearly 19,200 persons. Other than those areas in the General Plan that have future land uses designated, the projections were not based on projected uses, but on population trends.

Updated Demographics and Projected Development Buildout

With the release of the 2000 census data and with the completion of the proposed future land uses, city staff has revised the existing and projected housing unit and population estimates for the area by neighborhood planning area. Table 4.2.2. illustrates the revised existing housing unit and population estimates for the area. The revised numbers generally reflect an approximate 15% increase to the original figures. This is based on the larger percentage growth that actually occurred over the last ten years within that sector of the community.

Planning Area	*Total Population*	*Total Housing Units*
River Corridor	1,673	577
Western Area	6,002	2,131
Cerrillos Rd. Corridor	2,358	850
Central Area	4,940	1,751
Agua Fria THC	2,051	760
Southeastern Area	3,867	1,403
Southcentral Area	522	173
Total Area	***21,413***	***7,645***
Unincorporated Area	***13,938***	***4,799***

Table 4.2.3. Revised Housing Unit and Population Estimates for the SW Area

Planning staff then also recalculated the projected number of housing units based on proposed residential land uses within vacant lands. Included was also the projection of added commercial square footage based on the land use intensities and the corresponding water demands that would be generated as a result of both. The results are illustrated in Table 4.2.4. and they represent total future buildout (rather than year 2020). The revised land use projections represents an additional 1,400 housing units from the original 2020 projections.

*Planning Area**	*Added # of Housing Units*	*Added Commercial Square Feet*	*Added Water Demand*
River Corridor	981	399,300	232.2
Western Area	252	364,700	83.3
Cerrillos Rd. Corridor	826	1,123,300	233.5
Central Area	777	200,000	228.5
Agua Fria THC	-	-	-
Southeastern Area	495	95,400	110.5
Southcentral Area	95	103,900	32.3
Totals	***3,426***	***2,286,600***	***920.3***

Table 4.2.4. Preliminary Land Use Plan Buildout Scenario

*Land Use/Development Assumptions:
1. RVLO develops at 2.5 units per acre, except River Corridor where RVLO/Agua Fria Area develops at 1 unit per 2.5 acres due to rural protection designations.
2. RLOW develops at 4.5 units per acre.
3. RMED develops at 9.0 units per acre.
4. RHIG develops at 20.0 units per acre.
5. CCOM, CBUS, CREG, COFF, CNEI, TMXU develop at .15 F.A.R., except Cerrillos Corridor where it is .20.
6. TMXU develops with RMED housing on half of the acres, and commercial development on the other half.

Water Demand Assumptions:
7. RVLO will use .25 afy per unit.
8. RLOW & RMED will use .20 afy per unit.
9 RHIG will use .21 afy per unit.
10. CCOM, CBUS, CREG, COFF & TMXU will use 0.6 afy per 10,000 sq. ft.
11. CNEI will use 1.5 afy per 10,000 sq. ft.
12. PARK will use 1.8 afy per acre.
13. POSP will not use any water.
14. INST will use 0.6 afy per 10,000 sq. ft. in office locations and 0.8 afy per 100 elementary students in Central Area

It should be noted that the projection “horizons” between the two future housing unit estimates differ. The original 1,900 housing unit projection was based on a 2020

planning horizon while the 3,400 housing unit projection is at area buildout. A straight-line growth projection rate would infer buildout to occur within 34 years. It may be assumed, however, that the rate of growth to buildout may begin to decrease—that the relatively high rate of growth that has occurred over the last ten years for the area is not likely to be sustained for several reasons. These include:

- *Increasing competition in housing supply within that sector of town*. Master planned communities such as Tierra Contenta, Rancho Viejo and, potentially, Los Soleras have and are providing an increasing amount of housing supply to that market area. What will have the greatest affect on development for the area will be the competition in supply for affordable units.
- *Less opportunity for the very large mobile home parks*. Many of the mobile home parks (MHP's) in that area came on line in a relatively short period of time. The current use of the special exception zoning that would allow for MHP construction has been reasonably exhausted. Mobile home areas may most likely develop as subdivisions in the future, which tend to buildout at a relatively slower rate and produce slightly lower densities overall.
- *Southwest Area as infill*. As the area moves toward buildout (currently between 38-41% vacant lands), remaining undeveloped tracts typically are smaller in size and can be more challenging to develop[1]. This may contribute to the slowing rate at which development is likely to occur.
- *Changes in future water policy or water availability*. If certain changes in water policy are implemented, they may potentially spread growth out over a longer period of time. In addition, the supply or availability of water will ultimately affect the rate of growth. The rate of growth will ultimately depend on future water policy and availability. The proposed land uses may influence the future landscape, however, water policy will direct when development will actually occur.

Based on these assumptions, it may be assumed that the rate of growth over the last ten years will begin to decrease, and that buildout may occur possibly between 35 to 40 years.

With regard to future City water commitments, there are currently 6,181 housing units (out of the 7,625 units), or 81%, currently connected to the City water system. In contrast, 1,444 housing units are not regular customers of the city water system, including the Agua Fria THC of 760 units. The Agua Fria Community Water System (serving approximately 200 homes) is, however, connected to the City system and is able to receive water as a pass through. If the City were to annex the unincorporated areas excluding the Agua Fria THC, only 684 units out of the 4,039 units (17%) that would be subject to annexation are not currently city water utility customers.

[1] There are several factors that may contribute to this. They can include increasing traffic issues, neighborhood impact concerns, increase in land value as the area develops, remaining undeveloped tracts of land may be more constrained, etc…

Connections and Circulation Plan

Relationship to the Arterial Road Task Force (ARTF) Future Roads Network Plan

The Southwest Area Master Plan does not alter the adopted ARTF Future Roads Plan. That planning process represented an extensive public participation process at many levels and took place over several years. Since this master plan addresses primarily land use and design, it was decided early in the process that any attempt to modify the ARTF plan would be inappropriate.

Staff has been directed, however, by the City Council to explore and make recommendations on connections and circulation patterns based on the proposed land uses and urban forms. In addition, the *Final Report* provides some basic road patterns and guidelines for future development. Principle 2 of the *Final Report* also states that neighborhoods should be connected within and among themselves. *Based on these criteria, the city planning, development review and transportation/traffic teams have collectively produced a suggested plan for local street, sub-collector, and collector level roads based on the future land patterns (Exhibit 4.2).* This plan would be supplemental to the road network standards contained within the design guidelines for future development. As the connections and circulation plan illustrates, the proposed systems are intended to work in consort with the adopted ARTF plan[1].

Methodology for Plan Development

In development of these road systems, many of the basic assumptions, and limitations, that emerged from the ARTF Plan were carried over[2]. Comments regarding future connections from the neighborhood workshops were also respected. In essence, the approach that staff took in developing the plan was to assemble those individual roads or connections that had been approved or recommended through the development process as well as look at minor neighborhood connections that could be facilitated by future development.

What staff also considered was avoiding patterns that would facilitate future "cut-through" traffic. There was also a concerted effort to avoid additional connections to Agua Fria Road, but where those connections were necessary, try and disperse traffic to existing secondary or minor arterials or collectors[3]. No additional future roads were indicated through or within the Agua Fria THC proper, nor were there any additional river crossings included. Many of the suggested collectors or local streets shown connect to the expanded road network as shown in the ARTF plan.

[1] The original growth projections that were used during the ARTF Future Roads project were fairly similar to the projected growth resulting from this process. It is therefore assumed that the ARTF assumptions remain valid.
[2] This includes such issues as a discontinuity of Caja del Rio at the river, no further connections to Powerline Drive and a continued lack of connectivity along Richards Ave.
[3] Alternative connections such as Rufina St., San Felipe and Constellation Drives.

Staff has also provided alternative connections that may prove more appropriate, depending on how and when development actually occurs. The circulation patterns are intended to demonstrate conceptually where future roads would most likely be needed as a result of future development. It does not indicate or portray the actual physical alignments or traffic loads or capacities. That level of detail would have to be determined at the time of development. *As stated in several of the neighborhood plans, the level of development intensity would be directly proportional to the connections proposed, the road capacity of the existing networks or some combination thereof.* This would have to be demonstrated as each development project is considered. That would include the appropriate road system (i.e., collector versus sub-collector) as well as actual alignments, however, no roads with capacities greater than a collector level should be considered if it is not called for in the ARTF plan. Future traffic signalization is also included as a matter of reference.

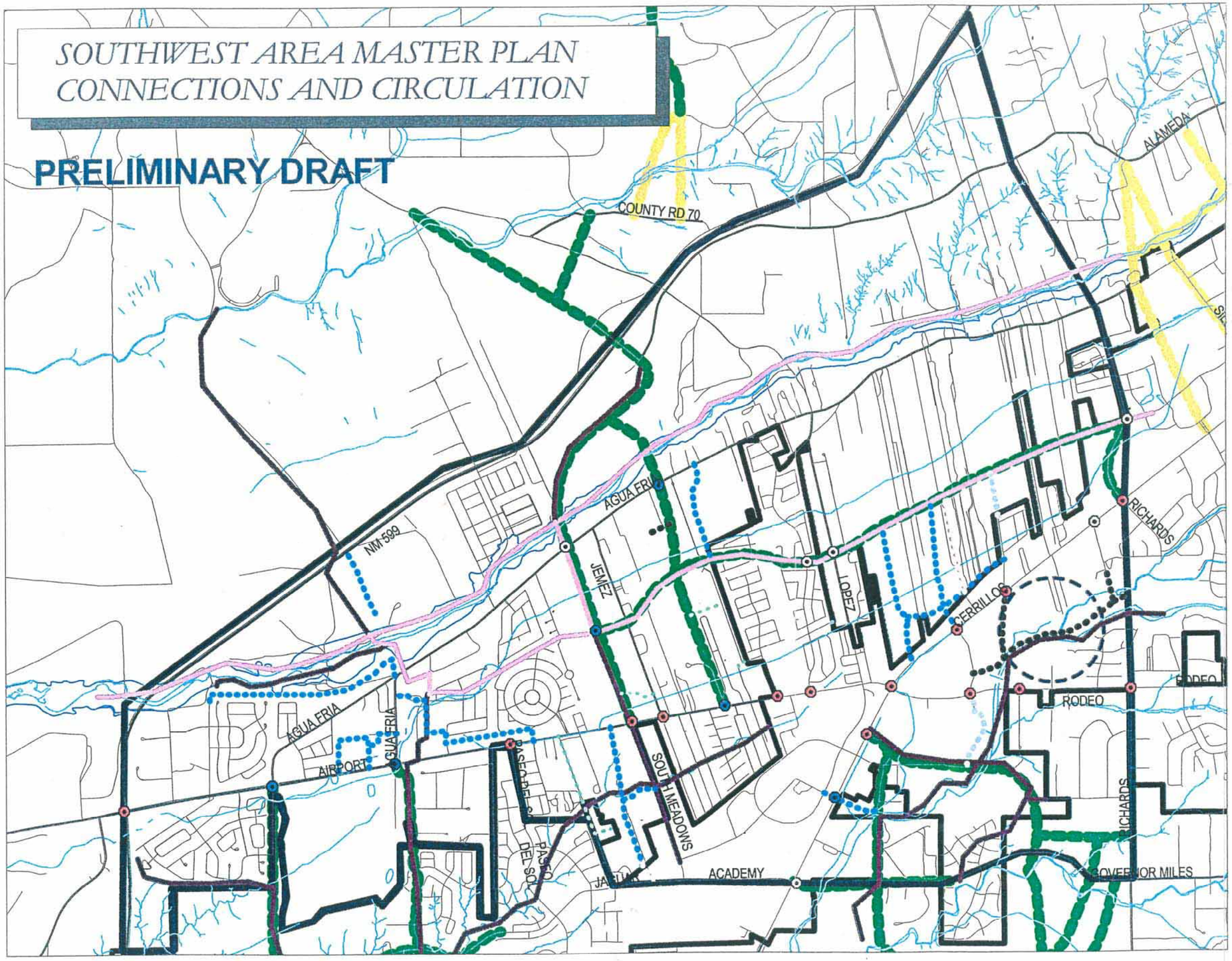
Finally, the connection and circulation plan indicates where the major urban trail spines should be located in order to create a viable pedestrian and equestrian network. This would include the River Trail[4], the Arroyo de los Chamisos Trail, a trail along Rufina Street that would continue through the drainage easements located between Country Club MHP and Fairway Village and tie into the River Trail near San Felipe Road. An added future pedestrian trail has been included that would tie the Tierra Contenta trail system to those neighborhoods and schools south of Airport Road. A secondary "loop" trail is also indicated along the proposed South Meadows arterial that will provide the critical north/south connection between the River and Rufina trails.

Other than those public or private efforts that are currently underway to acquire trail easements and/or build trails, future trails and minor trail connections (and their easements) should be required as part of the development process. This will encourage the smaller, but essential, neighborhood connections.

[4] The main trunk of the River Trail would be located within the 200 foot public access easement on the north side of the River, with a secondary trail located through the State Land Office on the south side of the river. This will allow the trail to continue past the NM599 bridge on either the north or south bank. Further river trail access is being determined as part of the Airport Road Development District Plan.

SOUTHWEST AREA MASTER PLAN
CONNECTIONS AND CIRCULATION

PRELIMINARY DRAFT



SW Area Master Plan
Proposed Connections and Circulation
(Preliminary Draft)

Legend

Future ARTF Alignments
- *Alternative Alignments*
- *Areas for Future Study*
- *ARTF Recommended*

Proposed Collectors/Local Connections
- *Alternative road*
- *Expansion of existing road (recommended)*
- *Future road (recommended)*
- *Proposed (approved or partially constructed)*
- *Secondary (future local connection)*

Future Signalization
- *Existing*
- *Pending*
- *Future*

Proposed Trail Spines (Primary)
- *Hike/Bike*
- *Hike/Bike & Equestrian*

Exhibit 4.2

N W E S

City of Santa Fe
New Mexico

1000 0 1000 Feet

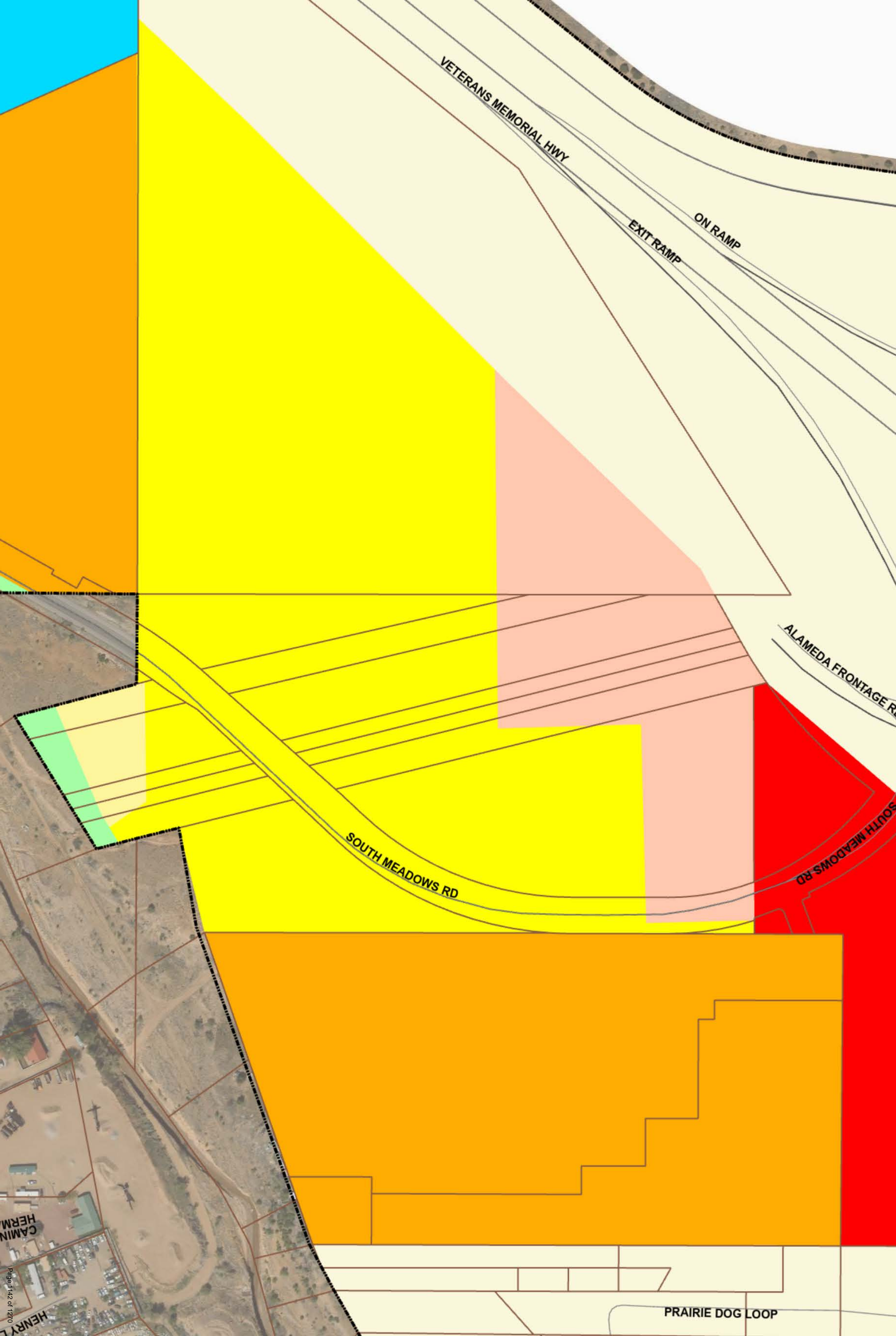
Planning and Land Use Dept.
Planning Division
Plotted 4.18.02
For Planning Purposes Only

City of Santa Fe, New Mexico

Attachment B

Maps & Photos

1. Future Land Use
2. Current Zoning
3. Aerial Photos
4. Topography
5. Utility Connections
6. Vicinity Map


VETERANS MEMORIAL HWY
ON RAMP
EXIT RAMP
ALAMEDA FRONTAGE R
SOUTH MEADOWS RD
SOUTH MEADOWS RD
PRAIRIE DOG LOOP

ALAMEDA FRO
EADOWS RD
C2
ON RAMP
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EXIT RAMP
VETERANS MEMORIAL HWY
NTAGE RD
R3
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SOUTH MEADOWS RD
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R3
R3
R21
R1
CAMINO
HERMA

Veterans Memorial Hwy
2200
South Meadows Rd
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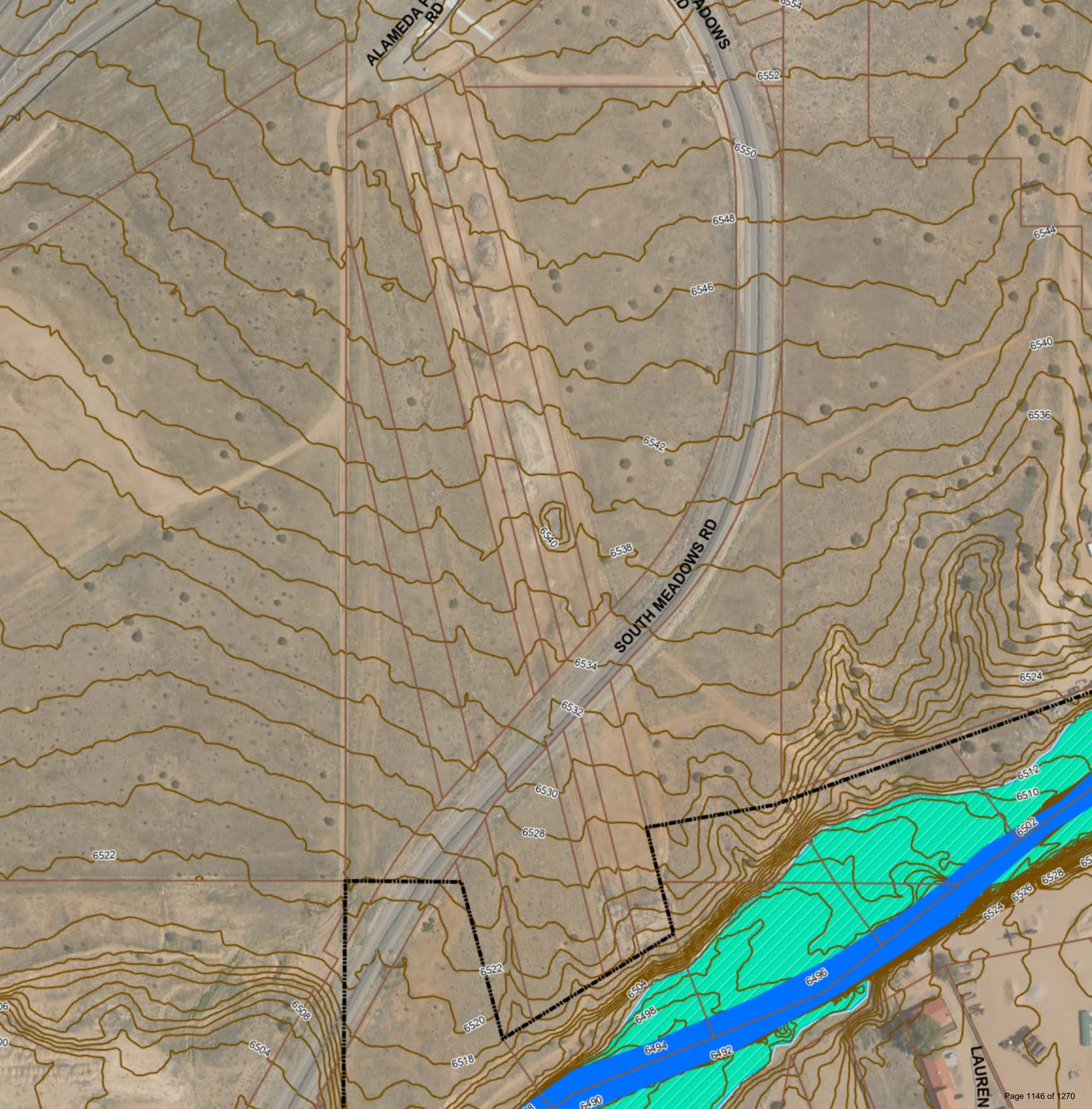
5750
South Meadows Rd
South Meadows Rd
2800
Santa Fe River
Santa Fe River
Santa Fe River

Madera Apartments
South Meadows Apartments
Image Landsat / Copernicus
Google Earth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SOUTH MEADOWS RD
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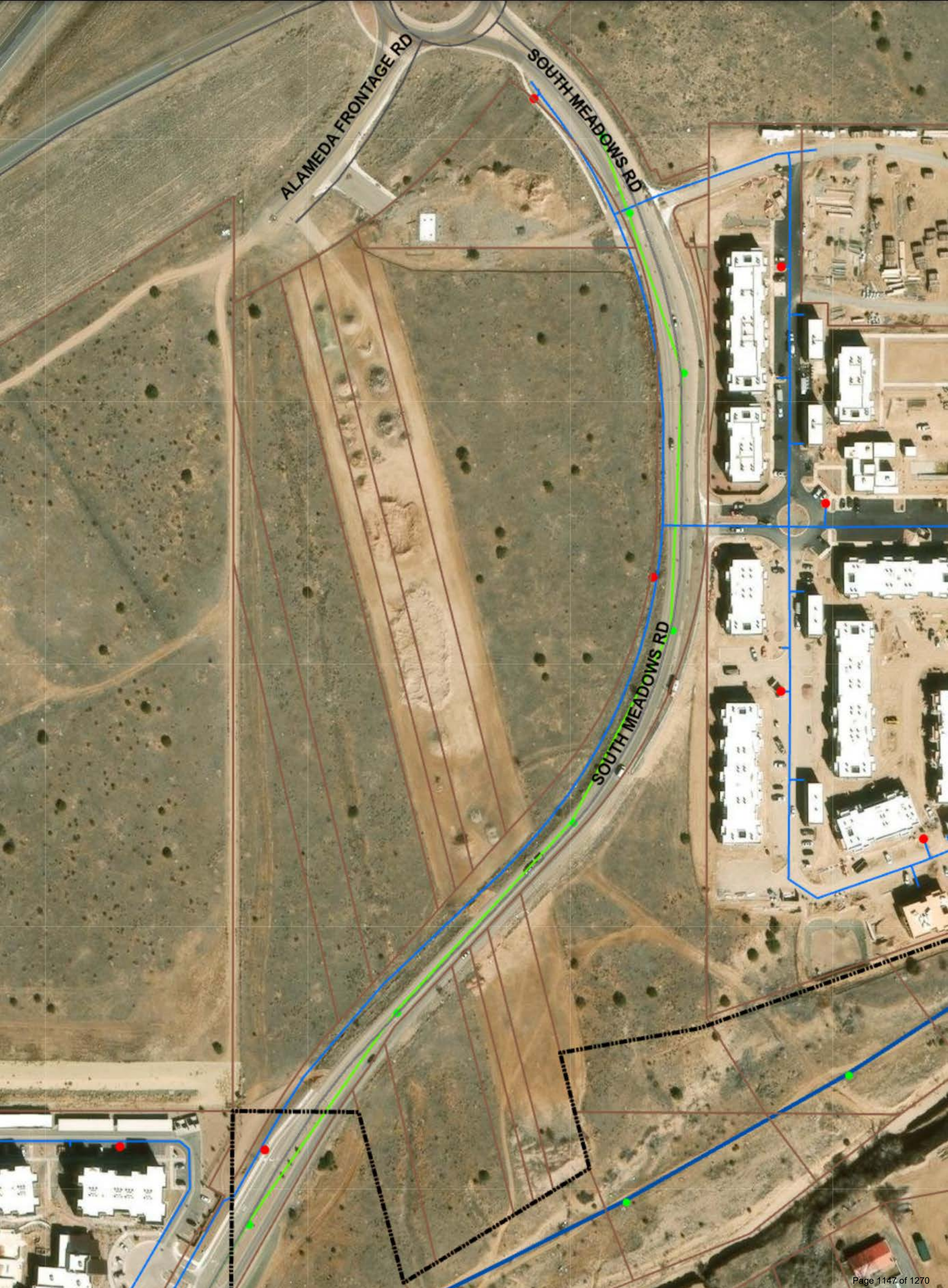

ALAMEDA FRONTAGE RD
SOUTH MEADOWS RD
SOUTH MEADOWS RD

Municipal Recreation Complex
Agua Fria Cemetery
Agua Fria Community Park
San Ysidro River Park
Agua Fria
Las Acequias Park
Santa Fe
Santa Fe Place
Villa Linda Park
Santa Fe Country Club
Vista del Prado Parkland
Acequia de los Pinos
N CAJA DEL ORO GRANT RD
EXIT RAMP
ON RAMP
ALAMEDA FRONTAGE RD
SOUTH MEADOWS RD
CAJA DEL ORO GRANT RD
PRAIRIE DOG LOOP
VETERANS MEMORIAL HWY
NM 599 FRONTAGE RD
CAJA DEL RIO RD
BACA RANCH CT
RAVENSWOOD LN
CAMINO DON FIDEL
AVENIDA ANGELES
ALEKSANDER WAY
KATES WAY
DOBBINS WAY
ASPEN LOOP
LOCUST ST
HICKORY ST
CYPRESS ST
POPLAR ST
ELM ST
ASH ST
WALNUT ST
SYCAMORE LOOP
MAPLE ST
OLIVE ST
REDWOOD ST
ROSEWOOD ST
BIRCH ST
COTTONWOOD DR
AGUA FRIA RD
WILLY RD
DAIL CIR
CAMINO MENDOZA
COLE CT
PASEO DEL RIO
RIO VISTA CT
CORTE CT
DOMINGUEZ LN
VILLAGE WAY
GREEN WAY
HIGHLAND WAY
WILLOW WAY
SUNSHINE WAY
MORNING DR
TERRA DE CORAL ST
MONTE ROSA ST
VIOLETA VIRTUOSO ST
FLORAS DEL SOL ST
PRIMO COLORES ST
MARY LOU WAY
CALLE MARIA LUISA
MY WAY
CALLE PICO
CALLE NUEVA
CALLE PO AE PI
CALLE CORAZZI
CALLE INEZ
JOSHUA LN
BONITAS LOOP
HALPIN CT
ZEPOL RD
CASAS DE TODOS
SENDA DEL VALLE
CALLE LA MIRADA
AVENIDA DE LAS ACEQUIAS
CAMINO DE JACOBO
CALLE ANDREW
RUTINA ST
LOPEZ LN
CALLE MANUEL R
CAMINO VISTA AURORA
CALLE GUILLERMO
VUELTA DE LAS ACEQUIAS
AGUAFINA LN
LOIS LN
ILEA WAY
VIA NUBE
ENCINITAS LN
VIA DEL SOL
VIA DEL CIELO
CALLE JAIME
CALLE ARRANAGA
MARTIN MORA RD
LAURENSE LN
HENRY LN
CAMINO DE HERMANOS
AVENIDA DE SESARIO
RANCHITOS DE BACA
RUMBO AL SUR
MANUELITO
CALLE HERNANDEZ
LA JUNTA DEL ALAMO
ALAMO LN
TRES LOBOS
BEN LANE
FLORAL DR
ENTRADA FABIAN
ALEGRIA
ROSS LN
ANTONIO LN
CAMINO POLVOSO
VIA DON TORIBIO
PASEO DE TERCERO
RANCHO DE CHAVEZ
CALLE ELOISA
PAM Y EUTILIA LN
PASEO MEL SENAIDA
CAMINO MARIA FELIZ
LEDO DR
RIVERS EDGE LN
SAN YSIDRO CROSSING
HAROLDSVILLE
GILS WAY
ROYS WAY
VEREDA CORTA
CAMINO CALVARIO
HAMMOND CIR
HAMMOND RD
CAMINO CEMENTERIO
PASADA SAN JUAN
CAMINO DOS ANTONIOS
CASE RD
VEREDA SAN ANTONIO
AVENIDA DE MONTOYA
CALLE CRISTO
VEREDA JOSEFITA
AVENIDA SAN DIEGO
TANINA LN
TERRAZAS LN
CAMINO SAMUEL MONTOYA
RUDOLFO RD
CALLE JON DE RITA
PLAZA MONTOYA
NORTH CAMINO ATOCHA
CAMINO DE MANUEL
SOUTH CAMINO ATOCHA
SANTA LUCIA ST
SAN BENITO ST
SAN LUIS ST
TODOS SANTOS ST
EMILIA CT
CALLE EUGENIO
CALLE DE SAIZ
DOMINIC LN
VEGAS VERDES DR
VEGAS VERDES DR
SAN IGNACIO RD
ZAFARANO DR
AGGIE RD
CERRILLOS RD
CAMINO DE LOS ARROYOS

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case # 2025-10766
2780 S. Meadows Rd., parcel numbers 99312180 and 99312181
Owner's/Applicant's Name – Montoya y Garcia LLC,
Agent's Name – Sommer Karnes & Associates LLP

THIS MATTER came before the Planning Commission ("Commission") for public hearing on May 7, 2026 ("Hearing") upon the application ("Application") of Montoya y Garcia LLC ("Applicant"), represented by Sommer Karnes & Associates LLP ("Agent").

The Applicant requests a General Plan Amendment to the Future Land Use Map ("FLUM") to change approximately 0.70 acres of land on parcel numbers 99312180 (0.27 acres) and 99312181 (0.46 acres) at 2780 S. Meadows Rd. ("Property") from Very Low Density to Low Density ("Amendment").

After conducting a public hearing and having heard from staff and all interested persons, the Planning Commission ("Commission") hereby FINDS, as follows:

FINDINGS OF FACT

1. SFCC 1987 § 14-3.2(E)(2) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending the Governing Body approve the General Plan Amendment.

2. In this case, the Applicant sought a General Plan Amendment.

3. SFCC 1987 § 14-3.2(B) sets out applicability standards for Amendments to the General Plan that is required to ensure the official zoning map provided in SFCC § 14-4.1(C) (Zoning Districts) is in conformance with the General Plan, §14-3.5(C)(2) Rezonings, Approval Criteria. Case # 2025-10767 is the associated rezoning application. The Applicant proposes to rezone a parcel approximately 7 contiguous acres at 2780 South Meadows Rd. from R-3 ("3 Dwelling Units per acre") to R-6 ("6 Dwelling Units per acre").

4. SFCC 1987 § 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation: (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].

5. The Applicant attended a pre-application conference on May 23, 2024.

6. The Applicant conducted an ENN meeting on April 24, 2025, virtually via Zoom. The Agent, Applicant, and City Staff attended the ENN meeting. The Applicant team presented an overview of the proposed development. No members from the public attended the ENN.

7. At the Planning Commission hearing, the Commission received reports from the City Staff, as well as testimony and evidence from the Applicant's agent prior to making a decision. The Commission opened the hearing to public comment; no members of the public testified in opposition of the project with concerns about amending the General Plan.

8. Once the Chair closed the Public Hearing, the Commission discussed a motion and voted to recommend the Governing Body approve the General Plan Amendment.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 § 4-3.1(H)(1), notice of the ENN meeting was properly given.

2. The ENN meeting was properly conducted, pursuant to SFCC 1987 § 14-3.1(F).

3. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a-g), the Commission finds:
   a) The Amendment is consistent with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure; and
   b) The Amendment is consistent with other parts of the general plan; and
   c) The Amendment does not:
      (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
      (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
      (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public; and
   d) The Amendment is not required to conform to SFCC 1987, Section 14-3.2(E)(1)(c), if it promotes the general welfare or has other adequate public advantage or justification; and
   e) The Amendment is in compliance with extraterritorial zoning ordinances and

extraterritorial plans; and

f) The Amendment contributes to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

g) The Amendment is in consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

4. Pursuant to SFCC 1987 § 14-3.2(E)(2)(a-c) the Commission finds:
   a. the growth and economic projections contained within the general plan are erroneous or have changed; and
   b. no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or
   c. conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

5. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a-g) and §14-3.2(E)(2)(a-c) the Commission finds that the Applicant submittal is a complete application as required by Chapter SFCC 1987, § 14-3.2(E)(1), "Approval Criteria," and the General Plan Amendment request does meet all approval criteria required by SFCC 1987, § 14-3.2(E)(1).

6. Pursuant to SFCC 1987 § 14-3.2(E)(1)(a), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, are able to accommodate the proposed General Plan Amendment.

7. Pursuant to SFCC 1987 § 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

8. The Commission has the power and authority to review and recommend the Governing Body approve Case # 2025-10766 at 2780 S. Meadows Rd., General Plan Amendment.

9. The Applicant met the applicable Submittal Requirements.

10. Pursuant to SFCC 1987 § 14-3.2(D)(1), Land Use Director Review and Recommendation, and § 14-3.2(D)(2), Planning Commission Review and Recommendation, the Commission recommended the Governing Body approve the requested General Plan Amendment, determining the application has met all applicable code criteria for approval of the proposed General Plan Amendment.

WHEREFORE, IT IS ORDERED ON THE 4TH DAY OF JUNE, 2026, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends the Governing Body approve the General Plan Amendment as requested in the application for Case # 2025-10766.

Janet Clow
Chairperson

6/11/2026
Date:

FILED:

Geralyn F. Cardenas
City Clerk

06/12/2026
Date:

APPROVED AS TO FORM:

Frank Ruybalid
Assistant City Attorney

06/08/2026
Date:

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case # 2025-10767
2780 S. Meadows Rd., Parcel Numbers: 910008728, 99312180, and 99312181
Owner's/Applicant's Name – Montoya y Garcia, LLC
Agent's Name – Sommer Karnes & Associates, LLP

THIS MATTER came before the Planning Commission ("Commission") for public hearing on May 7, 2026, ("Hearing") upon the application of Montoya y Garcia, LLC, ("Applicant") for Sommer Karnes & Associates, LLP ("Agent").

The Applicant requests approval for a rezoning of a +/-7.00 acres contiguous parcels; 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres). located at 2780 S. Meadows Rd. ("Property") from R-3 (Low Density Residential - Three [3] dwellings per acre) to R-6 (Medium Density Residential – Six [6] dwellings per acre).

After conducting a public hearing and having heard from staff and all interested persons, the Planning Commission ("Commission") hereby FINDS, as follows:

FINDINGS OF FACT

1. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending the Governing Body approve the Rezoning.
2. In this case, the Applicant sought a rezoning from R-3 to R-6.
3. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the application, and make a recommendation to the Governing Body.
4. The property, totaling +/-7 acres, consists of three contiguous parcels: 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres), located at 2780 S. Meadows Rd.
5. SFCC 1987 Section 14-3.1 sets out certain procedures to be followed on the application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
6. The Applicant effected notice by: mailing out notice via first-class mail to property owners within 300 feet of the subject property on April 22, 2026; mailing out notice via certified mail to those within 100 feet; e-mailing neighborhood associations within 300

feet; and posting the required City sign on the property from April 22, 2026, through the hearing date.

7. The Applicant attended a pre-application conference on May 23, 2024.
8. The Applicant conducted an ENN meeting on April 24, 2025, virtually via Zoom. The Agent, Applicant, and City land use staff ("Staff") attended the ENN meeting. No members of the public attended the ENN meeting.
9. At the Hearing, the Planning Commission received reports from Staff, as well as testimony and evidence from the Applicant's agent prior to making a decision. The Commission opened the hearing to public comment, and no members of the public provided testimony, either in-person or by Zoom.
10. Once the Chair closed the Public Hearing, Commissioner McGhee moved to recommend the Governing Body approve the rezoning and was seconded by Commissioner Barber.
11. After discussion, the Planning Commission voted unanimously in favor of the motion to recommend the Governing Body approve the rezoning.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 Section 14-3.1(H)(1), the Applicant properly gave notice of the ENN meeting.
2. The Applicant properly conducted the ENN meeting pursuant to SFCC 1987 Section 14-3.1(F).
3. The Applicant has the right under the SFCC to propose the rezoning of the property. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 Submittal Requirements.
4. Pursuant to SFCC 1987 Table 14-2.1-1: Review and Decision-Making Bodies and Responsibilities, and SFCC 1987 Section 14-3.5(B)(1), and 14-3.5(C), the Commission has the authority to review and recommend the Governing Body approve or deny the rezoning request.
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the application, make a recommendation to the Governing Body, and transmit the application, including any plans, to the Governing Body, together with a recommendation as to findings and conclusions, desirable changes and recommendations for approval or denial.
6. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning would increase density in the central area of the City and would therefore directly align with the intent of the General Plan, which has identified the Future Land

Use of the parcel as "Medium Density Residential" and within the designated "Infill Area."

7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that the application is complete, and the rezoning request meets all rezoning approval criteria required by SFCC 1987 Section 14-3.5(C).
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the rezoning is consistent with General Plan themes and policies, such that the rezoning from R-3 to R-6 is merited. The rezoning request satisfies all rezoning approval criteria.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds the rezoning provides sufficient information to address SFCC 1987 Section 14-3.5(C)(1)(d). The rezoning to R-6 is consistent with the General Plan Future Land Use Map of Residential Low Density (RLOW -- 3-7 Dwelling Units Per Acre) and Residential Medium Density (RMED – 7-12 Dwelling Units Per Acre). Additionally, the increased density would be compatible with surrounding development patterns.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(2), the Commission finds:
    a. The prevailing use and character of the area is primarily high-density and with mixed-use commercial uses along South Meadows Road with some single-family residential. The rezoning from R-3 residential to R-6 will be consistent with the prevailing character pattern in the area.
    b. The property is greater than two acres in size.
    c. The increase in density enhances compliance with the City's adopted General Plan, which serves the interest of the general public. The neighborhood contains high-density, multi-family developments at a frequency and density greater than single-family homes in the transition area. This was intended by the General Plan to take place at this location since 1999 and the Santa Fe Southwest Area Master Plan in 2005.
12. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
13. The Commission has the power and authority to review, approve or deny Case # 2025-10767 regarding +/-7 acres in three contiguous parcels: 910008728 (1.71 acres), 99312180 (1.66 acres), and 99312181 (3.93 acres), located at 2780 S. Meadows Rd.
14. The Applicant met the applicable submittal requirements.
15. The Commission recommended the Governing Body approve the rezoning because the application met all applicable Code criteria.

WHEREFORE, IT IS ORDERED ON THE 4TH DAY OF JUNE, 2026, BY THE

Case # 2025-10767
Rezone from R-3 to R-6 at 2780 S. Meadows Rd.

PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends the Governing Body approve the rezoning from R-3 to R-6 as requested in the application for Case # 2025-10767.

Janet Clow
Chairperson

6/11/2026
Date:

FILED:

Geralyn F. Cardenas
City Clerk

06/12/2026
Date:

APPROVED AS TO FORM:

Frank Ruybalid
Assistant City Attorney

06/08/2026
Date:

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION
May 7, 2026, AT 6:00 PM

Chair Clow called the meeting to order at 6:02 p.m.

A. ROLL CALL

Commissioners Present:
Chair Janet Clow
Vice Chair Peter Smith
Commissioner Thomas (TJ) Rieland
Commissioner Piper Kapin
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner Kelly McReynolds
Commissioner Scott Barber

B. PLEDGE OF ALLEGIANCE

Commissioner McReynolds led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION: Commissioner McGhee moved, seconded by Vice Chair Smith, to approve the agenda, as presented.

It was later agreed to hear Staff Communications before New Business.

VOTE: The motion was approved on the following roll call vote:

For:
Vice Chair Peter Smith
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

D. APPROVAL OF MINUTES

There were no minutes to approve.

E. APPROVAL OF FINDINGS/CONCLUSIONS

There were no findings and conclusions to approve.

F. NEW BUSINESS

1. **Case #2025-10766. 2780 South Meadows Road, General Plan Amendment.** Sommer, Karnes & Associates LLP, Agent for Montoya y Garcia LLC, Applicant, request the Planning Commission recommend approval to Governing Body for a general plan amendment to change the Future Land Use Map designation affecting portions of land on three contiguous parcels totaling +/- 0.70 acres of land from "Very Low Density" to "Low Density". The parcels are located within the River & Trails Archeological Review District and Southwest Santa Fe Community Area Master Plan. Case Planner, Joel Cruz-Haber (jacruzhaber@santafenm.gov).

Cases 2025-10766 and 2025-10767 were presented together.

George Terry, Senior Planner, presented the cases and the staff recommendation. Staff recommended that the Planning Commission recommend that the Governing Body approve Case #2025-10766, General Plan Amendment and Case #2025-10767, Rezoning.

Karl Sommer, the agent, P.O. Box 2476, Santa Fe, was sworn in. He noted that the applicants have significant experience in creating local housing.

Commissioner Mirando requested clarification regarding staff's statement that Criterion F is not fully met. Mr. Terry responded that the staff has limited scope for review, as no development plan has been proposed.

MOTION: Commissioner Mirando moved, seconded by Vice Chair Smith, to approve Case #2025-10766, with the technical corrections and conditions provided by staff.

VOTE: The motion was approved on the following roll call vote:

For: Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Gurushabad Mirando
Commissioner Sasha McGhee
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

2. **Case #2025-10767. 2780 South Meadows Rd, Rezoning.** Sommer, Karnes & Associates LLP, Agent for Montoya y Garcia LLC, Applicant request the Planning Commission recommend approval for a Rezone request from R-3 (Three Dwelling-Units Per Acre) to R-6 (Six Dwelling-Units Per Acre) affecting three contiguous parcels totaling +/- 7 acres of land. The parcels are located within the River & Trails Archeological Review District and Southwest Santa Fe Community Area Master Plan Case Planner, Joel Cruz-Haber (jacruzhaber@santafenm.gov).

This item was heard with Case 2025-10766.

MOTION: Commissioner McGhee moved, seconded by Commissioner Barber, to approve Case #2025-10767.

VOTE: The motion was approved on the following roll call vote:

For: Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Sasha McGhee
Commissioner Gurushabad Mirando
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

3. **Case #2025-11625. 1335 Camino de Jacobo Development Plan.** Autotroph, agent ("Agent") and applicant ("Applicant"), for the County of Santa Fe, owner ("Owner"), requests approval of a two-phased Development Plan, to construct two 45' high, four-story buildings, and one 28.5' high building totaling 146,253 square feet of new construction. The uses include a 156-unit multi-family community with a daycare facility. The subject properties comprise 5.92 +/- acres, located within the Suburban Archaeological Review District, and are zoned C-2 (General Commercial). Claudia Kath, Case Manager (cmkath@santafenm.gov).

Ms. Kath presented the case and the staff recommendation. Staff recommended approval of the development plan for Case #2025-11625, subject to conditions of approval and technical corrections noted in Attachment A of the staff report, as well as an additional condition that the final approval of the development plan occur at the time of recordation of the development plan at the County Clerk's office with signatures of the Planning Commissioners, City Engineer, Planning Manager, Water Division, and Affordable Housing.

Dan Esquibel, Planning Manager, noted that the Land Use Director may sign in place of the City Manager.

Chair Clow inquired whether the permitting would need to be completed by August 31, 2026. Mr. Esquibel responded that this is correct.

Chair Clow inquired regarding the development review team (DRT) concerns. Mr. Esquibel responded that DRT and the land use department were among a large body of people who review the application for their own components. The land use department deals with matters such as construction and design, roadway elements, and drainage. There are conditions that elements of Jacobo Road must be implemented during the construction process.

Chair Clow inquired regarding the parking deviation and noted the lack of balconies. Heather Lamboy, Land Use Director, responded that she received the parking deviation. The applicant submitted the application before the new code was adopted. The parking configuration complies with the current code but not with the old code. Balconies are required under the current code but not under the old code. Mr. Esquibel added that the project meets open space requirements.

Vice Chair Smith inquired regarding the proposed building colors.

Alexander Dzuric, 222 East Marcy Street, Santa Fe; Jenn Lopez, 224 Hermosa Circle, Durango Colorado; and Greg Shaffer, 102 Grant Avenue, Santa Fe, were sworn in.

Mr. Dzuric, the agent, Autotroph Inc., introduced the project team and shared the project overview.

Ms. Lopez, Project Moxie, noted her availability to answer questions regarding the financing of the project. The project would primarily serve those earning between $20,000 and $70,000 per year.

Mr. Dzuric shared additional project details, including the roadway infrastructure and pedestrian connections. He shared renderings of the proposed buildings, noting that color was used to break up the massing of the buildings. Warm shades of brown and tan were proposed. Water will be captured for storage and irrigation.

Mr. Dzuric expressed approval of most of the conditions of approval, with some exceptions. He proposed alternate language to Condition 18: Santa Fe County shall provide adequate assurances, acceptable to the city of Santa Fe, that adequate resources have been budgeted and are currently available to fund the cost estimate required by Condition 17, which may be in the form of an intergovernmental agreement between the two governmental entities or other mutually acceptable means.

Mr. Dzuric proposed alternate language to Condition 19: The applicant shall coordinate with city staff on establishment of design criteria for the improvement of Camino de Jacobo, allowing for flexibility in design to accommodate existing conditions and available right-of-way width. The improvement of Camino de Jacobo, in conjunction with the Nueva Acequia development plan, shall safely meet the transportation needs of all users, including pedestrians of all ability levels, bicyclists, and motorists.

Mr. Dzuric requested that Conditions 21, 22, 23, 25, and 26 be removed, as they are beyond the mitigation scope of the project.

Mr. Shaffer, Santa Fe County Manager, clarified that the issue is not that the county cannot legally provide a financial guarantee; rather, it is not the typical way the county conducts business when funding projects with other governmental entities.

Chair Clow requested that the city respond to the statements and requests of Mr. Shaffer and Mr. Dzuric. Mr. Esquibel responded that there are multiple ways for an

applicant to accommodate infrastructure requirements. The financial guarantee is a requirement under the ordinance established by the governing body, and no variances were requested. He suggested amending the additional staff condition to allow the Land Use Director to work with the county on solutions for financing and the bicycle lanes.

Chair Clow inquired whether Conditions 21, 22, 23, 25, and 26 could be removed. Mr. Pacheco responded that a memorandum was just issued that eliminates those conditions. The traffic impact analysis will also need to be updated and revised for staff's technical corrections, and that will be communicated. Chair Clow inquired whether the memorandum could be included in the record. Mr. Esquibel responded that the traffic division and land use department work from different perspectives, and variances were not on the agenda. He agreed to draft a condition that would allow the Land Use Director to work with the county in order to complete all requirements without compromising regulations. Ms. Lamboy clarified that the entire team would work on these matters.

Chair Clow requested confirmation that the Santa Fe City Housing Authority was contributing $1.5 million toward the project. Ms. Lamboy responded that this is correct.

Commissioner Kapin inquired whether the bicycle lanes on San Alberto and San Ignacio would be designed with pedestrian connectivity. Mr. Dzuric responded that there would be combination pedestrian and bicycle paths. Commissioner Kapin inquired whether they would extend to Airport Road. Mr. Dzuric shared the locations of the proposed sidewalks and bicycle lanes on the slide, noting that there may be future plans for connectivity to Airport Road, but it is not currently part of the project.

Commissioner McGhee expressed approval of the project and inquired regarding the childcare center. Mr. Dzuric responded that he is unsure of the schedule, as the team is working to secure funding for the childcare center. A location has been allocated to it.

Commissioner [redacted]ndo inquired regarding the estimated construction cost per square foot. Mr. Dzuric [redacted]ponded that the estimated cost is $250 per square foot, plus or minus $50.

Daniel Werwath, 1611 Camino Porvenir, Santa Fe, expressed support for the project and suggested that developers of affordable housing not be required to fund and build public infrastructure to the degree that other developers are required to do so.

Commissioner Kapin inquired regarding the proposed amenities for seniors. Mr. Dzuric responded that there would be a space for cornhole and other activities, a covered outdoor gathering area, and benches.

Commissioner Barber inquired regarding the collected rainwater and underground reservoir. Mr. Dzuric responded that the water would not be recycled for irrigation; rather, it would be retained for 24 hours and allowed to overflow and infiltrate the site. It is hoped that passive irrigation can be built into the water's route from the roof.

Mr. Esquibel noted that staff's additional condition of approval was modified as follows: Final approval of the development plan will occur at the time of recordation of the development plan at the County Clerk's office with signatures of the Planning Commissioner, City Engineer, Planning and Land Use Director, Planning Manager, Water Engineer and Affordable Housing.

a) The Planning and Land Use Director shall be allowed to continue working with the county to mitigate impacts and coordinate development review and approval, allowing for alternative means of compliance for the roadway, bike lane, and traffic impacts, and the implementation and modification of conditions without returning to the Planning Commission for approval, and
b) Removal of Conditions 17 and 18.

Mr. Dzuric indicated that the condition was acceptable.

MOTION: Commissioner Kapin moved, seconded by Vice Chair Smith, to approve Case #2025-11625, Camino de Jacobo Development Plan, subject to the conditions read into the record and agreed upon by the applicant, staff, and county.

VOTE: The motion was approved on the following roll call vote:

For:
Vice Chair Peter Smith
Commissioner TJ Rieland
Commissioner Piper Kapin
Commissioner Gurushabad Mirando
Commissioner Sasha McGhee
Commissioner Kelly McReynolds
Commissioner Scott Barber

Against: None

Abstain: None

G. STAFF COMMUNICATIONS

Ryan Handy, Headwater Economics, speaking via teleconference, shared a presentation

called Living With Wildfire: Risk, Resilience, and Our Economic Future.

Chair Clow inquired whether cities are requiring owners and neighborhoods to clean up their areas. Ms. Lamboy responded that inspectors cite properties for weeds and trash.

Vice Chair Smith inquired regarding advantages to Santa Fe's historic construction style. Ms. Handy responded that Santa Fe's historic construction style is comparatively fire resistant, as it uses concrete-based stucco and adobe, which are non-combustible. Santa Fe architecture typically lacks wooden siding and roofs. Wooden beams and vigas do not ignite quickly. Vulnerabilities include coyote fencing and certain vegetation, especially piñon-juniper trees, which are highly flammable but popular in Santa Fe, particularly close to homes.

Commissioner Kapin inquired whether requirements or incentives for fire-resistant retrofitting are being considered for the current code update. Ms. Lamboy responded that staff have spoken with the fire department and insurance companies regarding this issue; a code framework is needed.

Chair Clow noted that an insurance company recently requested that piñon trees be removed from a property; however, the city did not allow them to do so, as it is not permitted to cut piñons of certain sizes. This part of the code may need to be reconsidered. Ms. Lamboy expressed agreement, noting that staff has worked with the fire department regarding fire breaks.

Commissioner McReynolds noted that owners of properties near arroyos have begun experiencing issues sourcing insurance coverage. Ms. Handy responded that the Marshall Fire in Colorado affected an urban area near a grassy open space. Insurance companies have taken note of this.

H. MATTERS FROM THE COMMISSION

Commissioner Kapin noted that the issue of developers of affordable housing being required to fund public infrastructure merits further discussion as the new code and general plan are discussed.

Vice Chair Smith expressed interest in reviewing a list of ways the applicant for Case #2025-11625 achieved a cost of $250 per square foot. Chair Clow noted that eliminating balconies, which are required under the new code, saved significant costs. Vice Chair Smith suggested that credit unions and local banks may be able to provide supported loans rather than bonding.

Mr. Esquibel asked how many Commissioners would be able to attend the workshop on May 21, 2026, at 6:00 p.m. There will be a quorum.

I. ADJOURNMENT
8:19 P.M.

Liaison

Chair

City of Santa Fe, New Mexico

Attachment C
Applicant Submittals

1. A 2780 South Meadows Rd MyG PLUD-04_General_Plan_Amendment
2. B 2780 South Meadows Rd PLUD-07_Rezoning
3. C 2780 Montoya Y Garcia REVISED Ap Letter
4. C2 2780 South Meadows Rd ENN Meeting Notes
5. D 2780 South Meadows Rd County Parcel.300 FT BUFFER
6. D1 2780 South Meadows Rd County Parcel Info
7. D1 2780 South Meadows Rd Mailing Owners
8. D2 2780 South Meadows Rd Mailing Tenants 1 of 2
9. D3 2780 South Meadows Rd Mailing Tenants 2 of 2
10. D4 2780 South Meadows Road Map 300' Buffer
11. E 2780 South Meadows Road Boundary Survey
12. F1 2780 South Meadows Road LOR Package
13. F2 2780 South Meadows Rd Lot of Record
14. G 2780 South Meadows Road MAP Future Land Use
15. H 2780 South Meadows Road MAP Zoning
16. I1 2780 South Meadows Rd south meadows-row-plats
17. I2 2780 South Meadows Rd SM Road Project1
18. I3 2780 South Meadows Rd south meadows-row-plats-24
19. I4 2780 South Meadows Rd south meadows-row-plats-25
20. I5 2780 South Meadows south meadows-row-plats-23
21. J Letter Application REVISED 1/23/26

APPLICATION RESOURCES

PLANNING AND LAND USE DEPARTMENT RESOURCES

MISSION : The mission of the Planning Division is to review development applications for compliance with the City's land development code and department policies while providing information, guidance, and the highest possible level of customer service to applicants, neighborhoods, and the City's quasi-judicial decision-making bodies.

OFFICE : Santa Fe City Hall 200 Lincoln Avenue Santa Fe, NM 87501

WEBSITE : https://santafenm.gov/land-use/current-planning

CURRENT AND UPCOMING PUBLIC MEETINGS : https://santafe.primegov.com/public/portal

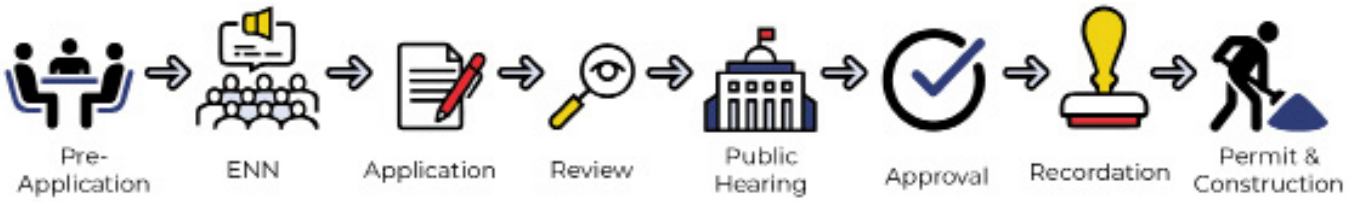
INTERACTIVE GIS MAPS : https://santafenm.gov/information-technology-telecommunications/gis

SANTA FE CITY CODE (SFCC) : https://library.municode.com/nm/santa_fe/codes/code_of_ordinances

APPLICATION SUBMISSION AND FEES : All applications shall be submitted electronically as PDF files to planning@santafenm.gov. Incomplete applications, including those missing required submittals will be returned without processing. Application fees will be assessed and invoiced upon acceptance of the application for initial review. Fee tables may be viewed online.

GENERAL QUESTIONS : zoningcounter@santafenm.gov

DEVELOPMENT REVIEW PROCESS



PRE-APPLICATION PHASE

For many applications, the development review process begins with a pre-application conference, where the applicant presents their proposal to the City's Development Review Team (DRT) for initial review and feedback. If the applicant wishes to proceed, a city planner is assigned to assist the applicant through the remaining steps of the process. For administratively reviewed applications, a pre-application conference is usually not required.

For all applications requiring a hearing before a land use board, the applicant shall schedule, notice and host an early neighborhood notification (ENN) meeting in coordination with the city planner. The intent of the ENN is to provide for an exchange of information among the applicant, residents, and property owners, prior to application submittal. ENN notification requirements are set forth in SFCC §14-3.1(H). Applications that qualify for administrative review and some variances are not required to conduct an ENN meeting.

DEVELOPMENT REVIEW PHASE

Once an application and all required submittals are prepared by the applicant, they or their agent submits the Application to the City via planning@santafenm.gov. The applicant will receive an email confirming receipt of the application, and an invoice for applicable development fees which can be paid online or at the cashier's office at City Hall. The city planner and the DRT review the application for completeness and compliance with all applicable codes, ordinances, plans and regulations. During the review process, the city planner or members of the DRT may request additional information or amendments from the applicant to complete the review process. The review timeline can range for 9-12 weeks or more depending on the complexity of the application and the total number of cases under review.

PUBLIC HEARING PHASE

When the City determines that the application is complete, the case is scheduled for a public hearing before the applicable Land Use Board. Notification requirements for public hearings are set forth in SFCC §14-3.1(H). If the application is approved at the public hearing, the city planner will prepare the findings of fact and conclusions of law (FOFCOL) documenting the approval findings, any conditions of approval and an expiration date for the approval, as required.

POST APPROVAL PHASE

When the applicant has met all necessary conditions of approval and technical corrections, the plan or plat is recorded at the County Clerk's office and filed with the City's plat room. The case planner prepares an action letter detailing the approval record. The applicant may then proceed to building permitting and construction.

If you have questions about the requirements please contact your assigned case planner or planning@santafenm.gov.

LAND DEVELOPMENT CODE REFERENCE

GENERAL PLAN AMENDMENT PROCEDURES (SECTION 14-3.2(E) SFCC)

Purpose: The general plan is a guide for the city's land use decisions. The regulations, restrictions and policies of the city affecting development of Santa Fe shall be in accordance with the general plan as provided in Section 3-21-5 NMSA 1978. When necessary, the general plan shall be amended in accordance with this section.

Applicability: The general plan must first be amended before any proposed changes in the city's policies on urban area boundaries, annexation, growth, economic development, special review districts or other long-range planning items not in conformance with the general plan may be approved.

1. Criteria for all Amendments to the General Plan

The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:

a. Consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

b. Consistency with other parts of the general plan;

c. The amendment does not:

   i. Allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

   ii. Affect an area of less than two acres, except when adjusting boundaries between districts; or

   iii. Benefit one or few landowners at the expense of the surrounding landowners or the general public;

d. An amendment is not required to conform with Subsection 14-3.2(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

e. Compliance with the extraterritorial zoning ordinances and extraterritorial plans;

f. Contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

g. Consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

2. Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback, landscaping or other means, and a finding must be made that:

a. The growth and economic projections contained within the general plan are erroneous or have changed;

b. No reasonable locations have been provided for certain land uses for which there is a demonstrated need; or

c. Conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

SUBMITTAL CHECKLIST

Submittal requirements may vary based on the individual application. The City reserves the right to request additional information during the review process. Please submit each of the following items as separate PDF files saved with unique and descriptive file names:

- ✔ Application Letter (intent, location, acreage)
- ✔ Statement addressing approval criteria
- ✔ Legal lot of record, legal description
- ☐ Development Plan (as defined by Section 14-3.8 SFCC 1987, if applicable)
- ☐ Proof of compliance with conditions of annexation approval (if applicable)
- ☐ Letter of water and sewer availability

CITY OF SANTA FE

GENERAL PLAN AMENDMENT
PLUD-04

PARCEL INFORMATION

Project Name:	General Plan Amendment for Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178		
Address:	2780 South Meadows Road	Property Size:	7.01 Acres Total
Current Use of Land:	Residential	Proposed Use of Land:	Residential
Does an annexation application accompany this application?	☐ Yes ☑ No	Does an rezoning application accompany this application?	☑ Yes ☐ No
Pre-application Conference Date:	6/23/24	Early Neighborhood Notice (ENN) Meeting Date:	4/24/25

PROPERTY OWNER INFORMATION

Name (First, Last):	Montoya y Garcia, LLC			
Address:	P. O. Box 2476			
	Street Address		Suite/Unit #	
	Santa Fe	NM	87504	
	City	State	ZIP Code	
Phone:	(505) 988-3800	E-mail Address:	karl@sommerkarnes.com	

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:	Sommer Karnes & Associates, LLC (Karl H. Sommer)			
Name (First, Last):	Karl H. Sommer			
Address:	P.O. Box 2476			
	Street Address		Suite/Unit #	
	Santa Fe	NM	87504	
	City	State	ZIP Code	
Phone:	(505)988-3800	E-mail Address:	karl@sommerkarnes.com	

Correspondence Directed To: ☐ Owner ☐ Applicant ☑ Both

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

2780 South Meadows Road

I/we authorize Sommer Karnes & Associates, LLC to act as my/our agent to execute this application.

Signed:	Monica Montoya	Date:	8/2025
Signed:	Carlos Garcia	Date:	8/2025

SIGNATURE

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a pre-application meeting to verify that the attached proposal is in compliance with the City's zoning and annexation requirements.

Signature:	Karl Sommer	Date:	8/25

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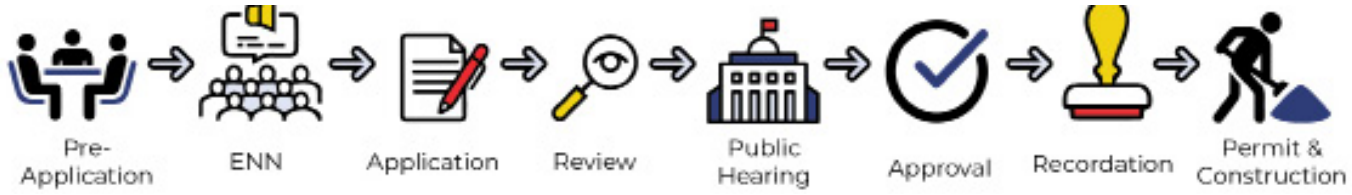
DEVELOPMENT REVIEW PROCESS



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For all applications requiring a hearing before a land use board, the applicant shall schedule, notice and host an early neighborhood notification (ENN) meeting in coordination with the city planner. The intent of the ENN is to provide for an exchange of information among the applicant, residents, and property owners, prior to application submittal. ENN notification requirements are set forth in SFCC §14-3.1(H). Applications that qualify for administrative review and some variances are not required to conduct an ENN meeting.

DEVELOPMENT REVIEW PHASE

Once an application and all required submittals are prepared by the applicant, they or their agent submits the Application to the City via planning@santafenm.gov. The applicant will receive an email confirming receipt of the application, and an invoice for applicable development fees which can be paid online or at the cashier's office at City Hall. The city planner and the DRT review the application for completeness and compliance with all applicable codes, ordinances, plans and regulations. During the review process, the city planner or members of the DRT may request additional information or amendments from the applicant to complete the review process. The review timeline can range for 9-12 weeks or more depending on the complexity of the application and the total number of cases under review.

PUBLIC HEARING PHASE

When the City determines that the application is complete, the case is scheduled for a public hearing before the applicable Land Use Board. Notification requirements for public hearings are set forth in SFCC §14-3.1(H). If the application is approved at the public hearing, the city planner will prepare the findings of fact and conclusions of law (FOFCOL) documenting the approval findings, any conditions of approval and an expiration date for the approval, as required.

POST APPROVAL PHASE

When the applicant has met all necessary conditions of approval and technical corrections, the plan or plat is recorded at the County Clerk's office and filed with the City's plat room. The case planner prepares an action letter detailing the approval record. The applicant may then proceed to building permitting and construction.

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LAND DEVELOPMENT CODE REFERENCE

REZONING PROCEDURES AND APPROVAL CRITERIA (SECTION 14-3.5(C) SFCC)

Procedures: All rezonings shall be submitted to the planning commission for review and recommendation at a public hearing. The review shall be based on the approval criteria and a balancing test that considers the prevailing uses and character in the area. Rezoning requests specified in Section 14-4 Zoning Districts and 14-5 Overlay Zoning Districts, must be accompanied by a Development Plan application to be reviewed in coordination with the rezoning request.

The Planning Commission shall transmit the application to the governing body, with a recommendation for approval or disapproval. Before taking action, the governing body shall hold a public hearing and may request additional information necessary to ensure compliance with Chapter 14. The governing body shall take final action to approve, approve with conditions or deny the proposed rezoning. After approval the official zoning map shall be amended in accordance with Section 14-4.1(C) to note the new zoning designation. If denied, the applicant must wait 12 months to reapply.

Approval Criteria

1. The planning commission and the governing body shall review all rezoning proposals on the basis of the following criteria, and must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:
   a. one or more of the following conditions exist:
      i. there was a mistake in the original zoning;
      ii. there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
      iii. a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;
   b. all the rezoning requirements of Chapter 14 have been met;
   c. the rezoning is consistent with the applicable policies of the general plan, including the future land use map;
   d. the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and
   e. the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
2. Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
   a. allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
   b. affect an area of less than two acres, unless adjusting boundaries between districts; or
   c. benefit one or a few landowners at the expense of the surrounding landowners or general public.

SUBMITTAL CHECKLIST

Submittal requirements may vary based on the individual application and the requested zoning district. The City reserves the right to request additional information during the review process. See Section 14-4 and 14-5 SFCC 1987 for rezoning regulations related to specific zones. Please submit each of the following items as separate PDF files saved with unique and descriptive file names:

- [x] Application letter (purpose, intent, location, acreage)
- [x] Statement addressing rezoning approval criteria
- [x] Legal lot of record and legal description
- [ ] Development plan (see Section 14-3.8 SFCC 1987) (if applicable)
- [x] ENN meeting notes
- [ ] Terrain management plans (as required by Section 14-8.2 SFCC 1987)
- [ ] Traffic impact analysis (if applicable)
- [ ] Archaeological Clearance (if applicable)
- [ ] Sewer and Water Plan (including profiles and details), letter of availability (if applicable)

PARCEL INFORMATION

Project Name: Rezoning of Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178

Address: 2780 South Meadows Road

Property Size: 7.01 Acres Total

Current Zoning: R-3

Proposed Zoning: R-6

Does a Development Plan application accompany this application? ☐ Yes ☑ No

Pre-application Conference Date: 6/23/24

Early Neighborhood Notice (ENN) Meeting Date: 4/24/25

Uniform Parcel Code Number: 910008728, 99312180, 99312181

PROPERTY OWNER INFORMATION

Name (First, Last): Montoya y Garcia, LLC

Address: P. O. Box 2476
Street Address | Suite/Unit #

Santa Fe | NM | 87504
City | State | ZIP Code

Phone: (505) 988-3800

E-mail Address: karl@sommerkarnes.com

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name: Sommer Karnes & Associates, LLC

Name (First, Last): Karl H. Sommer

Address: P.O. Box 2476
Street Address | Suite/Unit #

Santa Fe | NM | 87504
City | State | ZIP Code

Phone: (505)988-3800

E-mail Address: karl@sommerkarnes.com

Correspondence Directed To: ☐ Owner ☐ Applicant ☑ Both

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

0 South Meadows Road

I/we authorize Sommer Karnes & Associates to act as my/our agent to execute this application.

Signed: Monica Montoya Date: 8/25

Signed: Carlos Garcia Date: 8/2025

SIGNATURE

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a pre-application meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: Sommer Karnes & Associates Date: 8/2025

SOMMER KARNES & ASSOCIATES LLP

Mailing Address
Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address
125 Lincoln Ave
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Santa Fe, NM 87501

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John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

August 2025

VIA EMAIL TO
VIA EMAIL

Joel Cruz-Haber
Daniel Esquibel
Planning and Land Use
City of Santa Fe
202 Lincoln Ave
Santa Fe, NM 87501

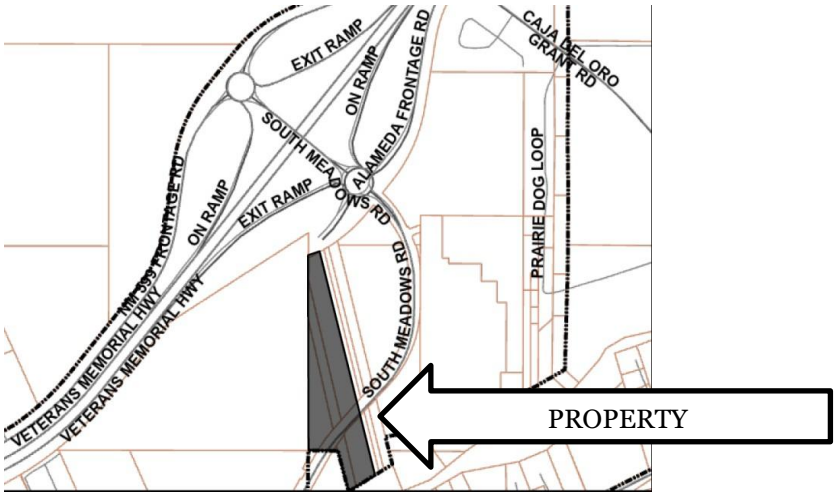
Re: Letter of Application for General Plan Amendment and Rezoning
Montoya y Garcia, LLC – Property Owner and "Applicant"
Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178 (Parcel #'s 910008728, 99312180, 99312181) - the ("Property")

Dear Joel and Dan:

Submitted with this letter are the applications for a General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. This letter provides background for the application and addresses the City Code approval criteria for both applications. No development is proposed as part of these applications. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-6. This letter includes assessment of compatibility with the Southwest Santa Fe Community Area Master Plan.

1. Background and Existing Planning and Zoning.

The vacant Property is located south of the South Meadows Road interchange with NM 599/Veterans Memorial Highway. The Property and surrounding properties were annexed to the City as part of the 2008 City-County settlement agreement and the City has planned the area for intensive residential and commercial development including multiple development approvals. Consistent with the City Code, upon annexation the Property was zoned R-3 until otherwise classified. (514-4.1.E.4)



The Property is bisected by South Meadows Road which is proposed as primary vehicular access because of its convenient access to NM 599 and south to Agua Fria Road. Alameda Frontage intersects South Meadows Road just north of the Property. Also, a road is planned to connect South Meadows Road to Kate's Way which may be a secondary vehicular access point at the north end of the Property.

The Properties comprise five (5) legal lots of record – three (3) adjacent to the northern boundary of South Meadows Road (the "Northern Lots") and two (2) (the "Southern Lots"). As you can see from the portion of the current Future Land Use Map attached hereto as Exhibit A, the Northern Lots are planned for "3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. The Southern Lots are planned for "3-7 Dwelling Units" per acre, "1-3 Dwelling Units" per acre, and "Open Space". Both the Northern and Southern Lots are zone R-3. (*See* Exhibit B - Portion of Zoning Map).

The Property is unimproved and vacant. The property owned by The Rodriquez Trust is vacant, with the same two General Plan designations as the Northern Lots, namely -"3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. and zoned R-3. In proximity toward the northeast of the Property is the Madera Apartment Community and zoned R-

21. Further east is unincorporated Agua Fria Village, located in Santa Fe County. The Gerhart Apartment Community is to the South of the Property and zoned RM-1. To the west is vacant property is a 30-acre parcel owned by the State of New Mexico which is under a long-term lease by the City of Santa Fe and zoned C-2 General Commercial.

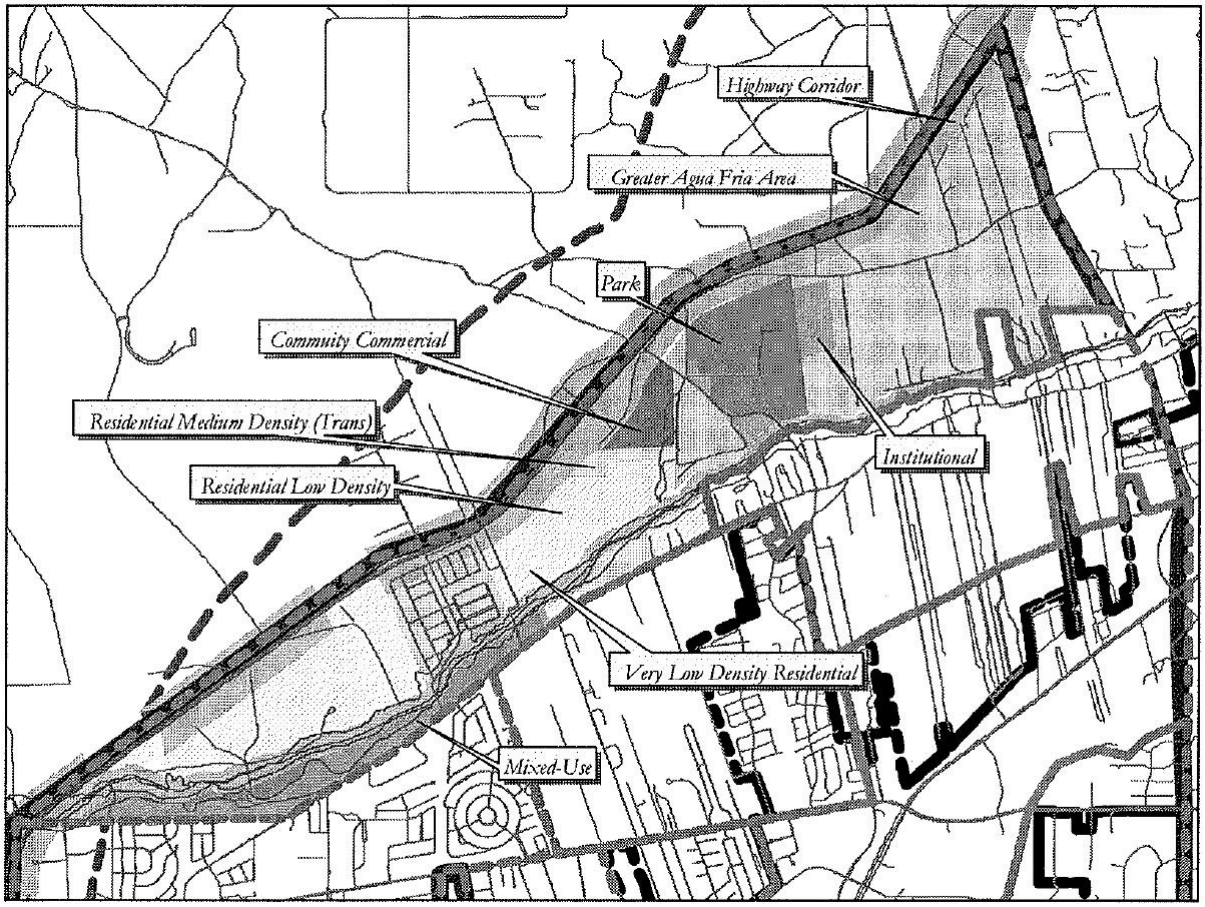
2. General Plan Amendment Approval Criteria

The following addresses the approval criteria for the requested General Plan amendment. To approve a General Plan amendment the following criteria must be met:

A. consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. This residential development will provide residential uses for up to approximately 42 gross density, together with accessory uses. Adding 42 gross density homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Medium Density (Transitional)" Map 2.6.5:



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

The proposal is completely consistent with the Plan's future land use designation. The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan.

Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

B. consistency with other parts of the general plan;

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.

Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation. The location of the Property and its community residential uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

B.1.Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

c. the amendment does not:

(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area.

(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or

The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;

As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center., thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property.

D. an amendment is not required to conform with Subsection 14-3.2.(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved medium density residential development.

E. compliance with extraterritorial zoning ordinances and extraterritorial plans;

The Property and its vicinity were annexed to the City pursuant to the 2008 Settlement Agreement between the City and County, which included adoption of a 20-year urban growth boundary along NM 599. A fundamental purpose of the Settlement Agreement was to direct future urban development to the City thereby relieving pressure for development and associated urban sprawl within the more rural County lands. The Property to the west was zoned residential as part of the annexation process, thereby establishing the City's land use policy for provision of residential uses within this area. The proposed amendment is consistent with and will enhance the provision of residential uses within an area planned and approved for medium density residential use. **F.**contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.

G. consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Medium Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

(2) Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback , landscaping or other means, and a finding must be made that:

(a) the growth and economic projections contained within the general plan are erroneous or have changed;
(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or
(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

The Application proposes only to change the General Plan Future Land Use a minor change in the designation of the Property from Low Density Residential to Medium Density Residential. The Application does not propose any amendments to the land use policies section of the general plan and therefore, the additional criteria set forth in this section do not apply.

Nonetheless, the proposal complies with the referenced criteria. As to subsection a, as addressed in section 1 .A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

3. Statement Addressing Rezoning Approval Criteria

The following addresses the approval criteria for the requested rezoning. To approve a rezoning:

(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

There was no mistake in adopting the R-3 zoning designation for the Property.

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses.

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

As addressed above, rezoning the Property from R-1 to R-6 will build on the City's policy decision in designating the area for Medium Density Residential uses as part of

annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Medium Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange, providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

(2) all the rezoning requirements of Chapter 14 have been met.

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

(3) the rezoning is consistent with the applicable policies of the General Plan, including the future land use map.

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Medium Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

(4) the amount of land proposed for the rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

(5) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange. Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 15. Substantial existing park land exists just to the east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As

the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

> (6) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
>
> (a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
>
> (b) affect an area of less than two acres, unless adjusting boundaries between districts; or
>
> (c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Medium Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Medium Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.
The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

As addressed herein, development of the Property for Medium Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing. If you have any questions about the application, please let me know.

Sincerely,

Karl H. Sommer

cc: Montoya y Garcia

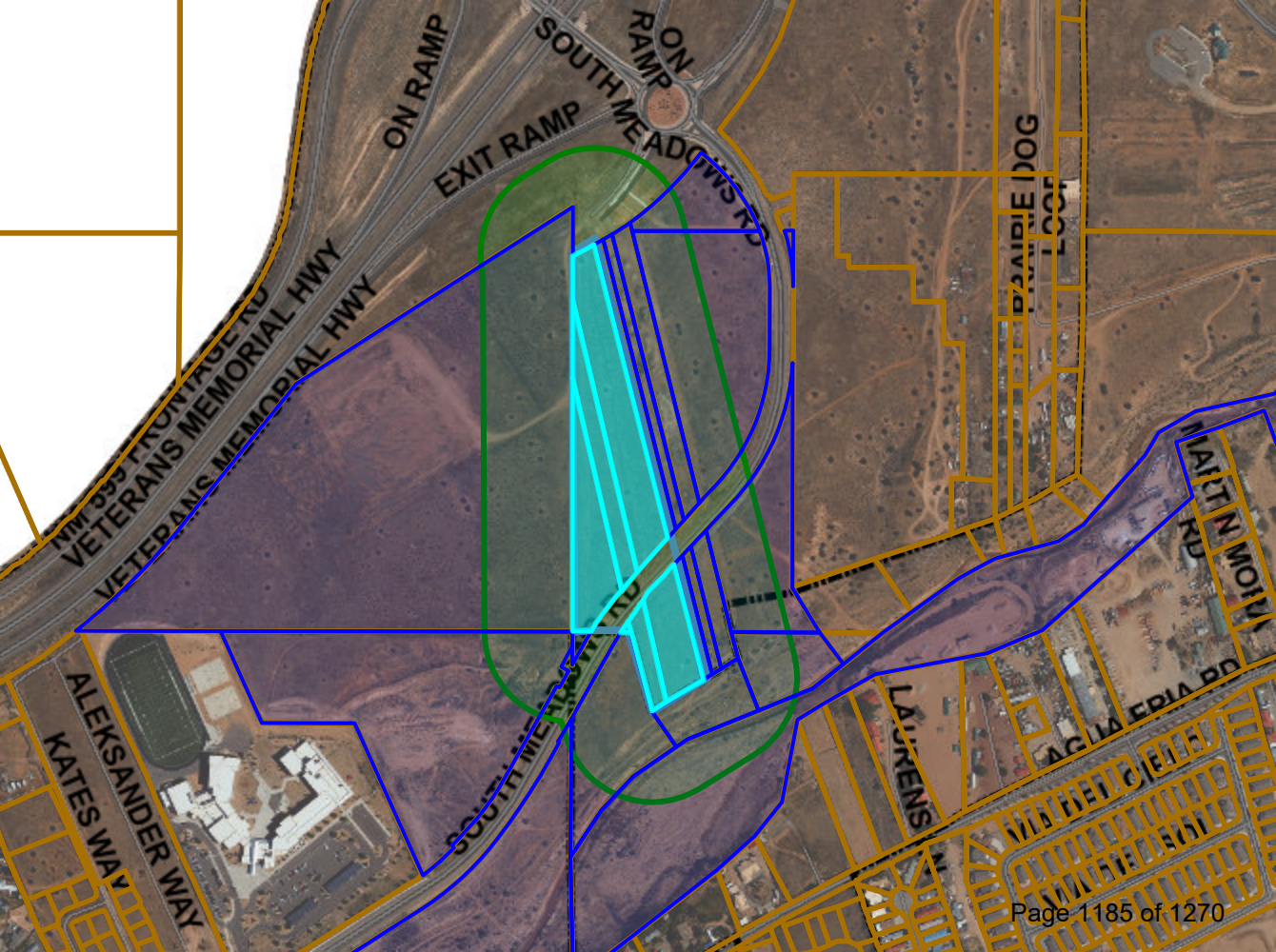
EARLY NEIGHBORHOOD NOTIFICATION MEETING NOTES

Dear City of Santa Fe Current Planning Division:

Sommer Karnes & Associates on behalf of Montoya y Garcia, LLC, held an Early Neighborhood Notification Meeting on Thursday, April 24, 2025 at 5:30PM via zoom to discuss a proposed General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-7.

City staff were the only attendees at this meeting. No public parties attended the meeting.

Early Neighborhood Notification is intended to provide for an exchange of information between prospective applicants for development projects and the project's neighbors before plans become too firm to respond meaningfully to input.


ON RAMP
SOUTH MEADOWS RD
ON RAMP
EXIT RAMP
VETERANS MEMORIAL HWY
VETERANS MEMORIAL HWY
NM 599 FRONTAGE RD
PRAIRIE DOG LOOP
MARTIN MOYA RD
ALEKSANDER WAY
KATES WAY
SOUTH MEADOWS RD
LAURENS

(1) Parcel Number: 910008728
UPC: 1049097006028000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R 9E S31, LOT 17, 1.47 AC~
Acres: 1.47
Plat Book/Page: 745/023
Current Deed: 2011699 REC 05/09/2023
Previous Deed: 2010920 REC 04/27/2023
Neighborhood: SouthWest R1 to R4
Property Class: VAC

(2) Parcel Number: 99312180
UPC: 1049097015040000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R9E S31, TRACT 4, 1.652 AC~
Acres: 1.652
Plat Book/Page: 156/6
Current Deed: 2011699 05/09/2023
Previous Deed: 2010920 04/27/2023
Neighborhood: SouthWest R1 to R4
Property Class: VAC

(3) Parcel Number: 99312181
UPC: 1049097021053000000
Physical Address:
0 SOUTH MEADOWS RD
SANTA FE , NM 87507
Owner Name:
MONTOYA Y GARCIA LLC
Tax Code Area: CI-N
Legal Description:
T17N R9E S31, TRACT 3, 3.931 AC~
Acres: 3.931
Plat Book/Page: 156/6
Current Deed: 2010920 REC 04/27/2023
Previous Deed:
Neighborhood: SouthWest R1 to R4
Property Class: VAC

STORM RIVER, LLC
PO BOX 908
SANTA FE , NM 87504-0908

C.BREWER & CO, LLC
PO BOX 4175
SANTA FE , NM 87502-4175

STATE OF NEW MEXICO
PO BOX 2087
SANTA FE, NM 87504

CITY OF SANTA FE
200 LINCOLN AVE
SANTA FE , NM 87501-1904

SANTA FE COUNTY
PO BOX 276
SANTA FE , NM 87504-0276

FOREST SERVICE
301 DINOSAUR TRL
SANTA FE , NM 87508-1560

RODRIQUEZ, MILTON A (TRUST)
2378 CAMINO MELITON
SANTA FE, NM 87501

THE RODRIGUEZ TRUST & ETAL
2371 CAMINO MELITON
SANTA FE , NM 87507-3234

THE RODRIGUEZ TRUST
2371 CAMINO MELITON
SANTA FE , NM 87507-3234

Current Tenant
2800 SOUTH MEADOWS RD
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 1
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 10
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 11
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 12
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 13
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 2
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 3
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 4
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 5
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 6
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 7
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 8
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 9
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD BLDG 14
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 111
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 121
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 131
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 112
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 122
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 132
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 113
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 123
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 133
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 114
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 124
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 134
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 115
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 125
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 135
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 116
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 126
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 136
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 117
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 127
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 137
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 118
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 128
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 138
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 232
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 238
Santa Fe, NM 87507

Current Tenant
2800 SOUTH MEADOWS RD APT 212
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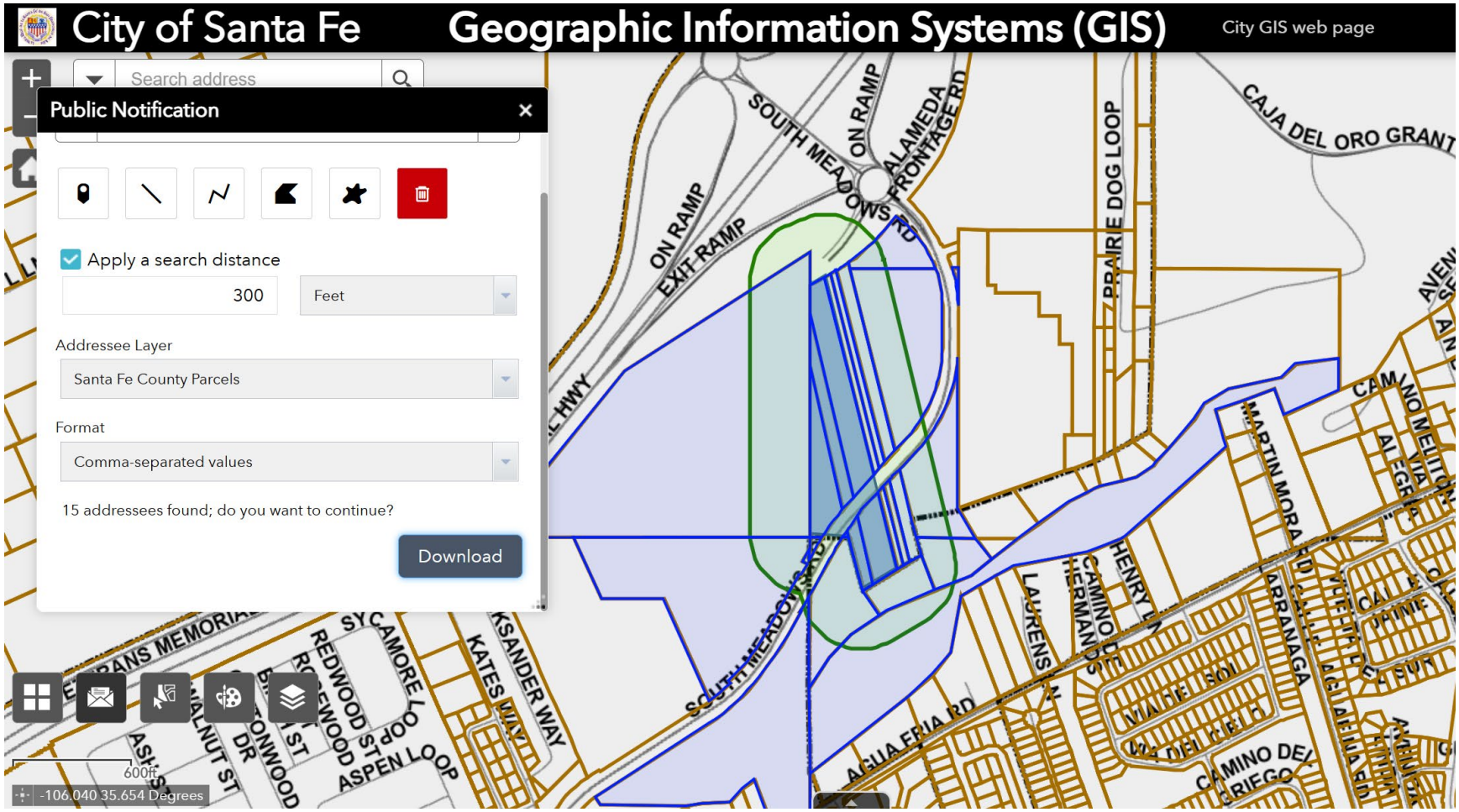
STORM RIVER, LLC OR TENANTS
2800 SOUTH MEADOWS RD
SANTA FE , NM 87507

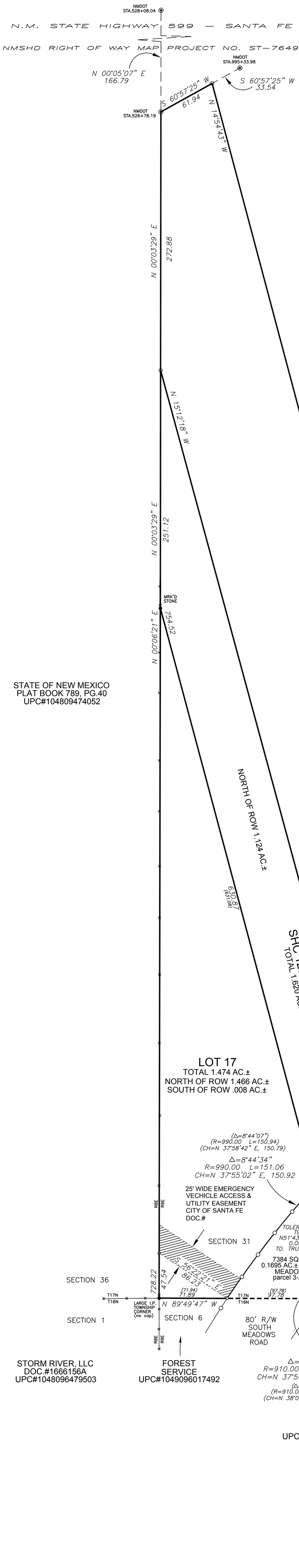
C.BREWER & CO, LLC OR TENANTS
2200 SOUTH MEADOWS RD
SANTA FE , NM 87507

FOREST SERVICE OR TENANTS
2300 SOUTH MEADOWS RD
SANTA FE , NM 87507

CITY OF SANTA FE OR TENANTS
2500 S MEADOWS RD
SANTA FE , NM 87507

2780 South Meadows Road – 300’ Buffer





SANTA FE COUNTY PUBLIC NOTICE

THE SANTA FE COUNTY LAND USE ADMINISTRATOR HAS NOT REVIEWED THIS PLAT OF SURVEY BEFORE ITS FILING IN THE OFFICE OF THE COUNTY CLERK. THIS PLAT IS NOT BEING FILED FOR THE PURPOSE OF CREATING A SUBDIVISION OR NEW LOTS, ALTERING THE BOUNDARIES OF ANY EXISTING LOTS OR FOR THE PURPOSE OF "DEVELOPMENT" AS DEFINED IN THE SANTA FE COUNTY LAND DEVELOPMENT CODE, EXTRATERRITORIAL ZONING ORDINANCE OR EXTRATERRITORIAL SUBDIVISION REGULATIONS. THIS STATEMENT DOES NOT IN ANY WAY REPRESENT OFFICAL COUNTY APPROVAL OF THIS PLAT.

LEGEND AND NOTES

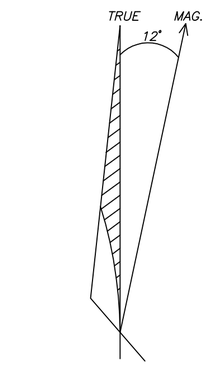
- ● DENOTES POINT TOLER CAP NMPLS#11599 OR AS NOTED
- ○ DENOTES POINT SET THIS SURVEY
- ◦ DENOTES POINT CALCULATED
- ◉ DENOTES BLM OR NMDOT MONUMENT

DENOTES EDGE OF EASEMENT

DENOTES EDGE OF SOUTH MEADOWS ROW

DENOTES FENCE LINE

1. BASIS OF BEARING IS FROM "BOUNDARY SURVEY OF EXTERIOR DATA FOR LOTS AS SHOWN" BY RICHARD A. CHATROOP, NMPLS # 11011 AND FILED IN THE OFFFICE OF THE SANTA FE CO. CLERK IN PLAT BK.361, PG.042.
2. DATA IN ( ) IS FROM PLAT REFERENCE#5 WHERE IT DIFFERS FROM DATA SHOWN.
3. THIS PLAT IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.



NORTH

50' / 50'

SCALE 1"=50'

PLAT REFERENCES

THE FOLLOWING PLATS WERE USED IN THE DETERMINATION OF LOT LINES AND RIGHT-OF-WAYS AND ARE RECORD DOCUMENTS FOR THIS PLAT.

1. "PLAT OF SURVEY FOR RICHARD MONTOYA" BY RICHARD A. CHATROOP NMPLS#11011, AND FILED IN PLAT BOOK 264, PG. 030 ON JAN. 25TH, 1994. OFFICE OF THE COUNTY CLERK SANTA FE COUNTY, NEW MEXICO.
2. "TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN NEW MEXICO DEPENDENT RESURVEY AND SUBDIVISION OF SECTION AND SURVEY OF LOTS" BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SANTA FE, NEW MEXICO ACCEPTED 12/02/1993.
3. "TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN NEW MEXICO DEPENDENT RESURVEY AND SURVEY" BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SANTA FE, NEW MEXICO ACCEPTED 03/20/2007.
4. "SOUTH MEADOWS ROAD EXTENSION PROJECT" SANTA FE COUNTY PUBLIC WORKS DEPARTMENT, BY STEPHEN J. TOLER NMPLS#11599 DATED APRIL, 2007. FILED IN PLAT BOOK 743, PGS. 24 & 25 SANTA FE COUNTY CLERKS OFFICE.
5. "BOUNDARY SURVEY OF GOVERNMENT LOT 17" BY RICHARD A. CHATROOP NMPLS#11011, AND FILED IN PLAT BOOK 745, PG. 023 IN THE OFFICE OF THE COUNTY CLERK SANTA FE COUNTY, NEW MEXICO.

8. "NEW MEXICO STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP NEW MEXICO PROJECT NO. ST-7649(203)-2 SANTA FE COUNTY" , BY THOMAS G. KLINGENHAGEN NMPLS#5978.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON JULY 18TH, 2024, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE STANDARDS FOR PROFESSIONAL LAND SURVEYORS PRACTICING IN NEW MEXICO.

_____

RICHARD A. CHATROOP N.M.P.L.S.#11011

SOUTH MEADOWS ROW INFO

CURVE TABLE					
CURVE	ARC	RADIUS	CHORD	LENGTH	DELTA
C1	18.74	990.00	N42°49'51"E	18.74	1°05'04"
C2	69.42	910.00	N41°07'23"E	69.40	4°22'15"

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the _____ day of _____ A.D. 20_____, at _____ o'clock _____ m. and was duly recorded in book _____ page_____ of the records of Santa Fe County.
Witness my Hand and Seal of Office
Katharine Clark
County Clerk, Santa Fe County,N.M.

_____
Deputy

BOUNDARY SURVEY OF REMAINING PORTIONS OF

GOVERNMENT LOT 17, SHC 1255 1/2 TR.5 & SHC 1178

LYING WITHIN SECTION 31, T17N, R9E, & SEC.6, T16N, R9E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO.

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
(505) 470-0037 110 WAGON TRAIL RD. CERRILLOS, NM. 87010

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: MONTOYA Y GARCIA, LLC UPC#1049097015040-SHC 1255 1/2 TR5 UPC#1049097021053-SHC 1178, UPC#1049097006028-L17

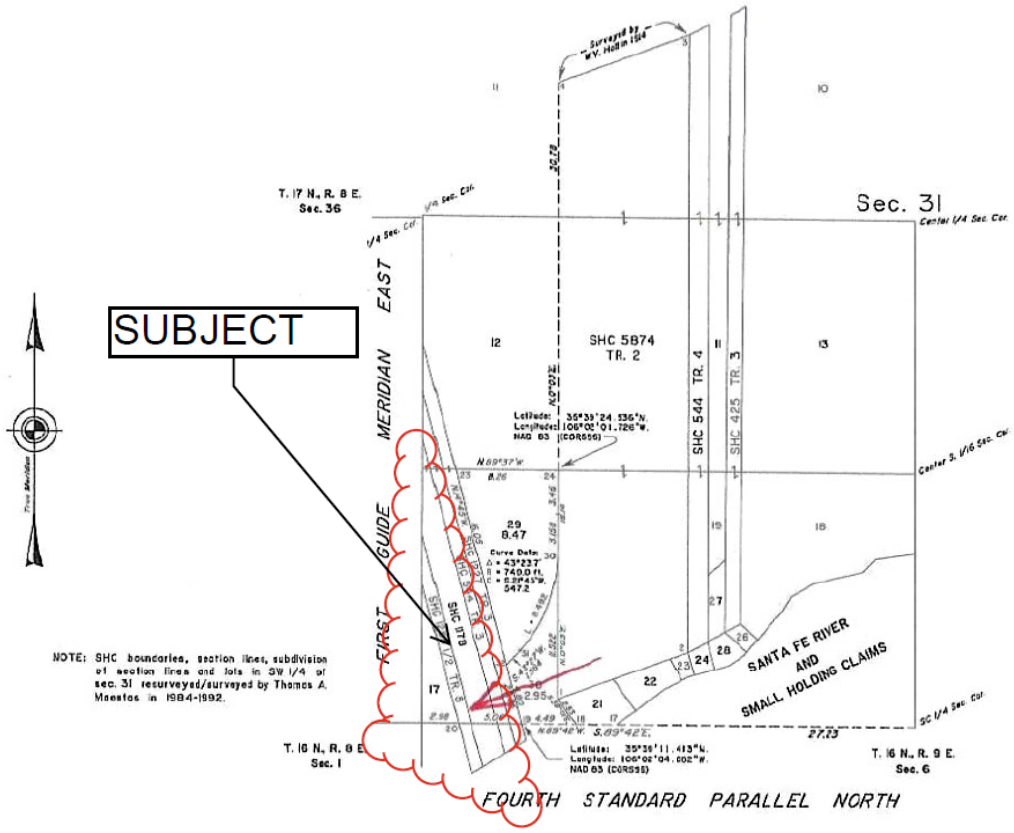
LOCATION: LYING WITHIN SECTION 31, T17N, R9E, & SEC.6, T16N, R9E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO.

Lot of Record

ORIGINAL

TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

DEPENDENT RESURVEY AND SURVEY



A history of surveys and additional information are contained in the field notes.

This plat represents the dependent resurvey of certain small holding claim boundaries in section 31, a portion of the subdivision of section 31 and a certain lot boundary in section 31, designed to restore the corners in their true original locations according to the best available evidence, and a metes-and-bounds survey in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911, November 16, 1917, December 2, 1993, and August 25, 2000.

Survey executed by William F. Olver, Cadastral Surveyor, beginning December 19, 2006 and completed December 19, 2006, pursuant to Special Instructions dated and approved December 18, 2006, for Group No. 1058, New Mexico.

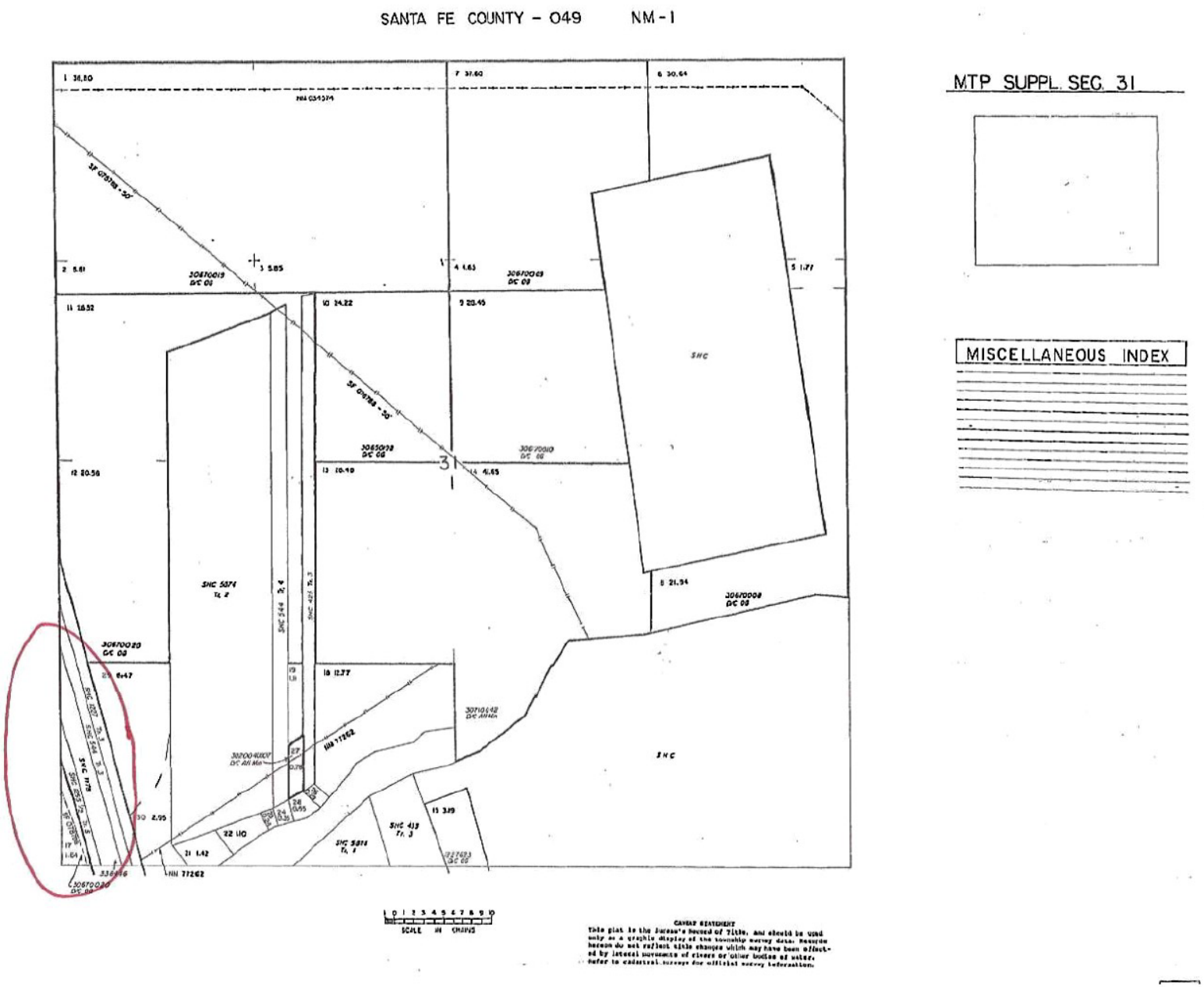
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

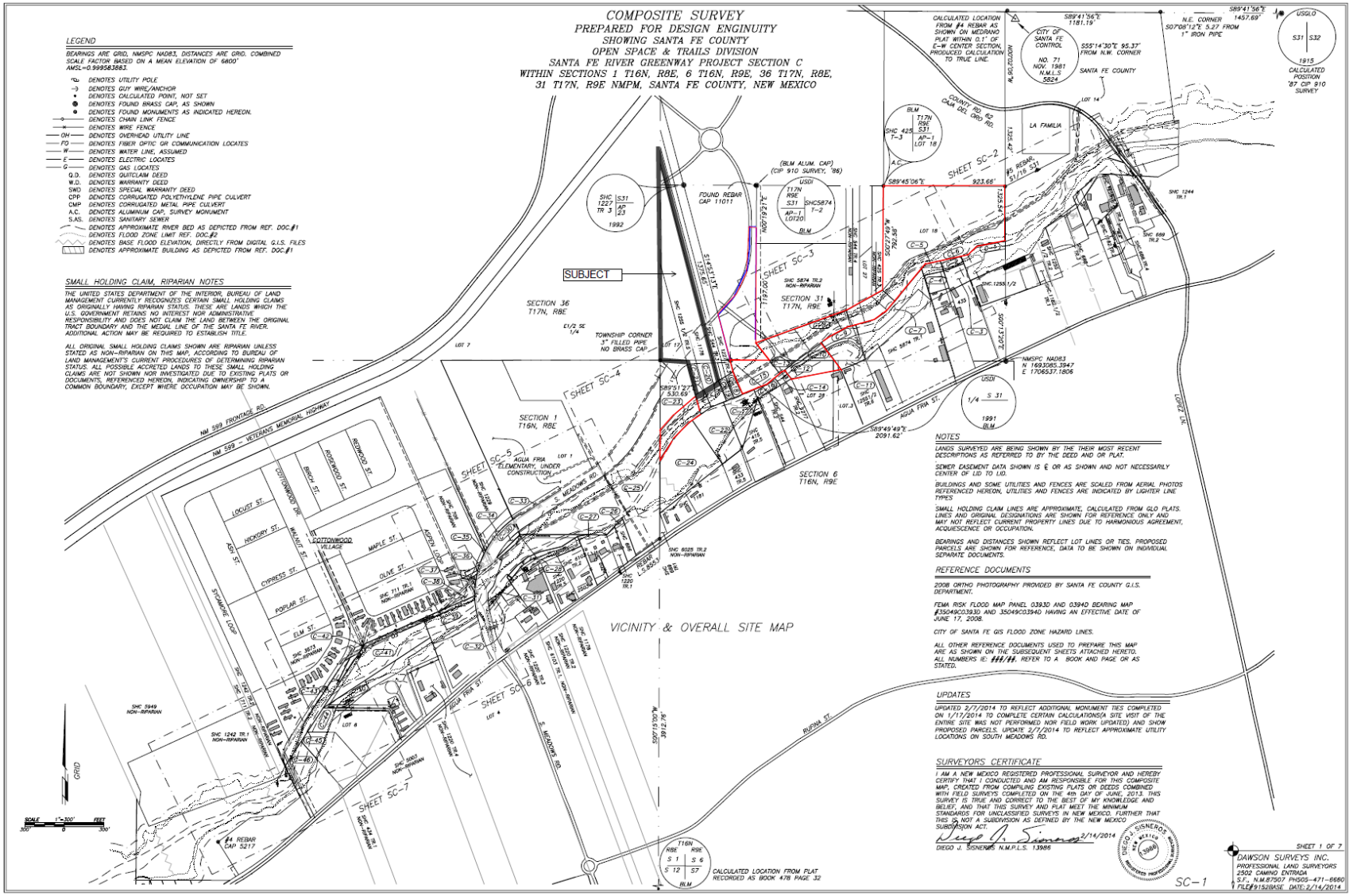
Santa Fe, New Mexico — March 20, 2007

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

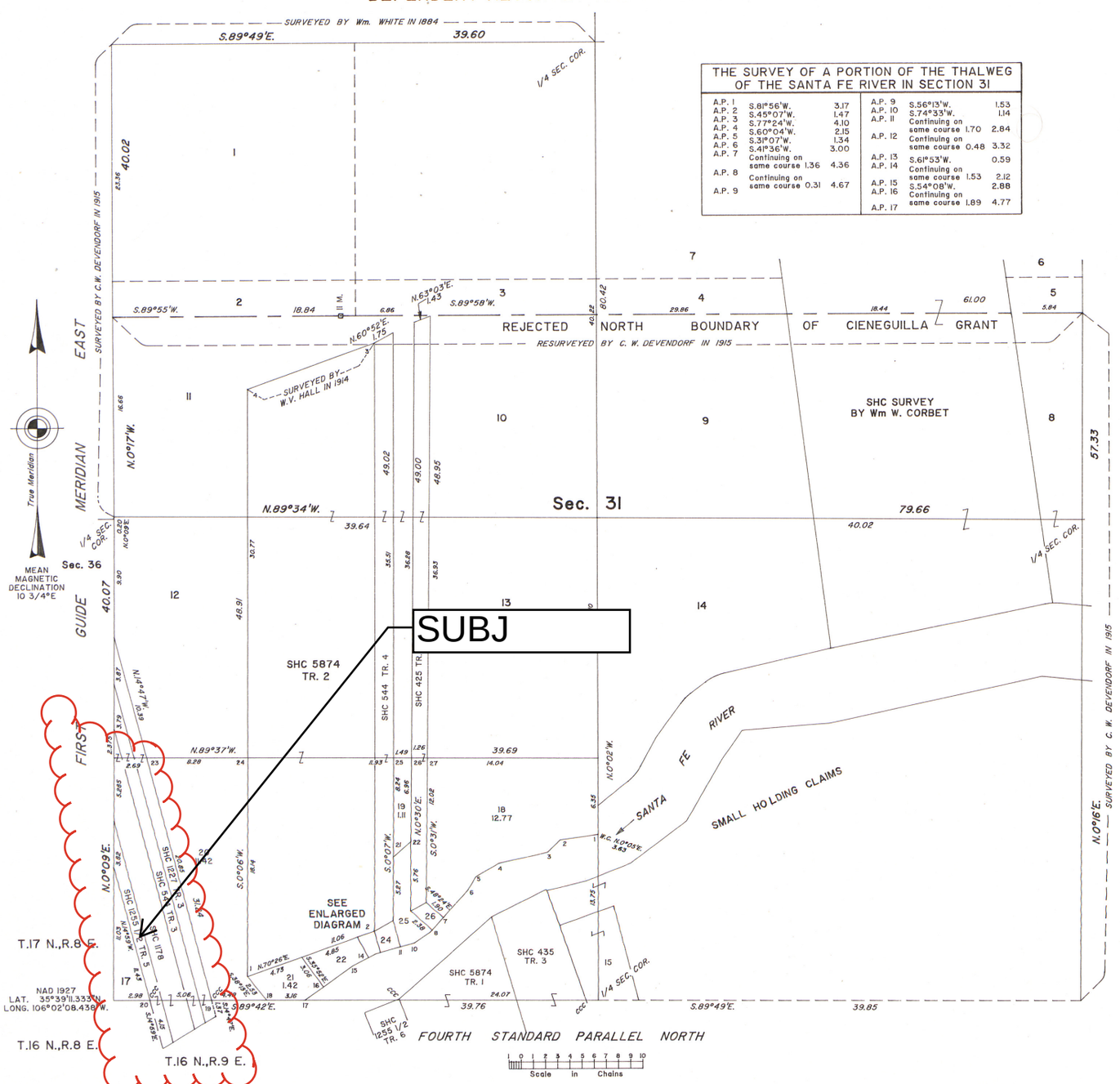
Chief Cadastral Surveyor for New Mexico


SANTA FE COUNTY - 049 NM-1
MTP SUPPL. SEC. 31
MISCELLANEOUS INDEX
SHC
SCALE IN CHAINS
CAVEAT STATEMENT
This plat is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records hereon do not reflect title changes which may have been effected by lateral movements of rivers or other bodies of water. Refer to cadastral surveys for official survey information.


COMPOSITE SURVEY
PREPARED FOR DESIGN ENGINUITY
SHOWING SANTA FE COUNTY
OPEN SPACE & TRAILS DIVISION
SANTA FE RIVER GREENWAY PROJECT SECTION C
WITHIN SECTIONS 1 T16N, R8E, 6 T16N, R9E, 36 T17N, R8E,
31 T17N, R9E NMPM, SANTA FE COUNTY, NEW MEXICO
LEGEND
SMALL HOLDING CLAIM, RIPARIAN NOTES
SUBJECT
SECTION 36 T17N, R8E
SECTION 31 T17N, R9E
SECTION 1 T16N, R8E
SECTION 6 T16N, R9E
VICINITY & OVERALL SITE MAP
NOTES
REFERENCE DOCUMENTS
UPDATES
SURVEYORS CERTIFICATE
DIEGO J. SISNEROS N.M.P.L.S. 13986
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
S.F., N.M.87507 PH505-471-6660
SC-1

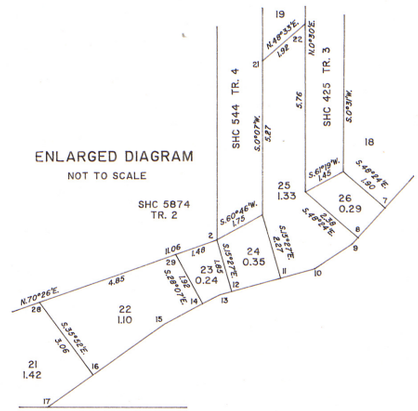
TOWNSHIP 17 NORTH, RANGE 9 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

DEPENDENT RESURVEY AND SUBDIVISION OF SECTION AND SURVEY OF LOTS



THE SURVEY OF A PORTION OF THE THALWEG OF THE SANTA FE RIVER IN SECTION 31

A.P. 1	S.81°56'W.	3.17	A.P. 9	S.56°13'W.	1.53
A.P. 2	S.45°07'W.	1.47	A.P. 10	S.74°33'W.	1.14
A.P. 3	S.77°24'W.	4.10	A.P. 11	Continuing on same course 1.70	2.84
A.P. 4	S.60°04'W.	2.15	A.P. 12	Continuing on same course 0.48	3.32
A.P. 5	S.31°07'W.	1.34	A.P. 13	S.61°53'W.	0.59
A.P. 6	S.41°36'W.	3.00	A.P. 14	Continuing on same course 1.53	2.12
A.P. 7	Continuing on same course 1.36	4.36	A.P. 15	S.54°08'W.	2.88
A.P. 8	Continuing on same course 0.31	4.67	A.P. 16	Continuing on same course 1.89	4.77
A.P. 9			A.P. 17		



A history of surveys is contained in the field notes.

This plat represents the dependent resurvey of a portion of the Fourth Standard Parallel North, a portion of the First Guide Meridian East, and certain small holding claim boundaries in section 31, designed to restore the corners in their true original location according to the best available evidence, and the subdivision of section 31, the survey of a portion of the thalweg of the Santa Fe River in section 31, and the survey of certain lot boundaries in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911 and September 26, 1919.

Survey executed by Thomas A. Maestas, Cadastral Surveyor, beginning January 10, 1984, and completed April 18, 1992, pursuant to Special Instructions dated August 18, 1993, for Group No. 826, New Mexico.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

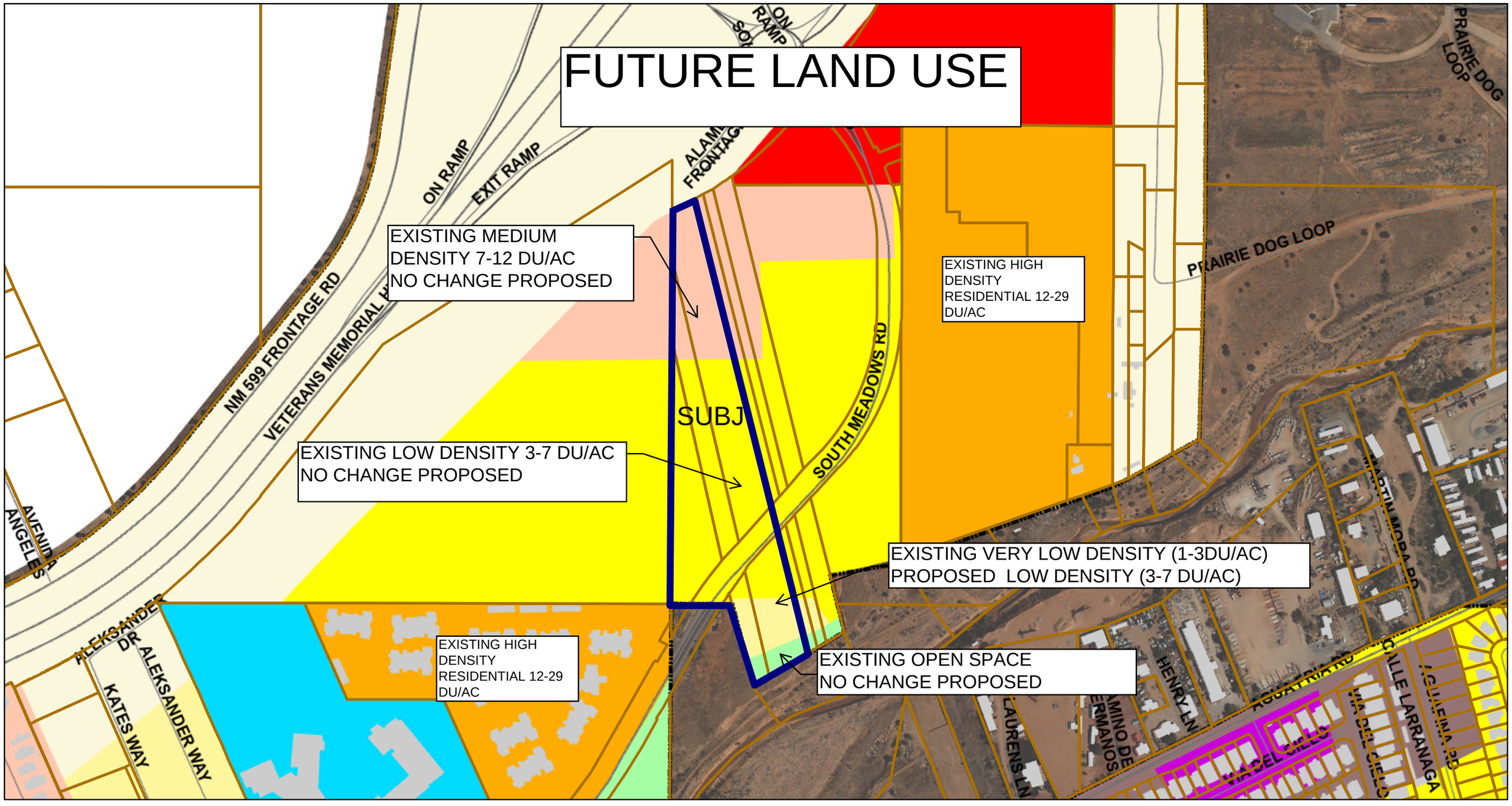
Santa Fe, New Mexico December 2, 1993

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Chief Cadastral Surveyor for New Mexico

RED



2/26/2025, 10:55:32 AM

1:4,514

0 0.04 0.09 0.18 mi

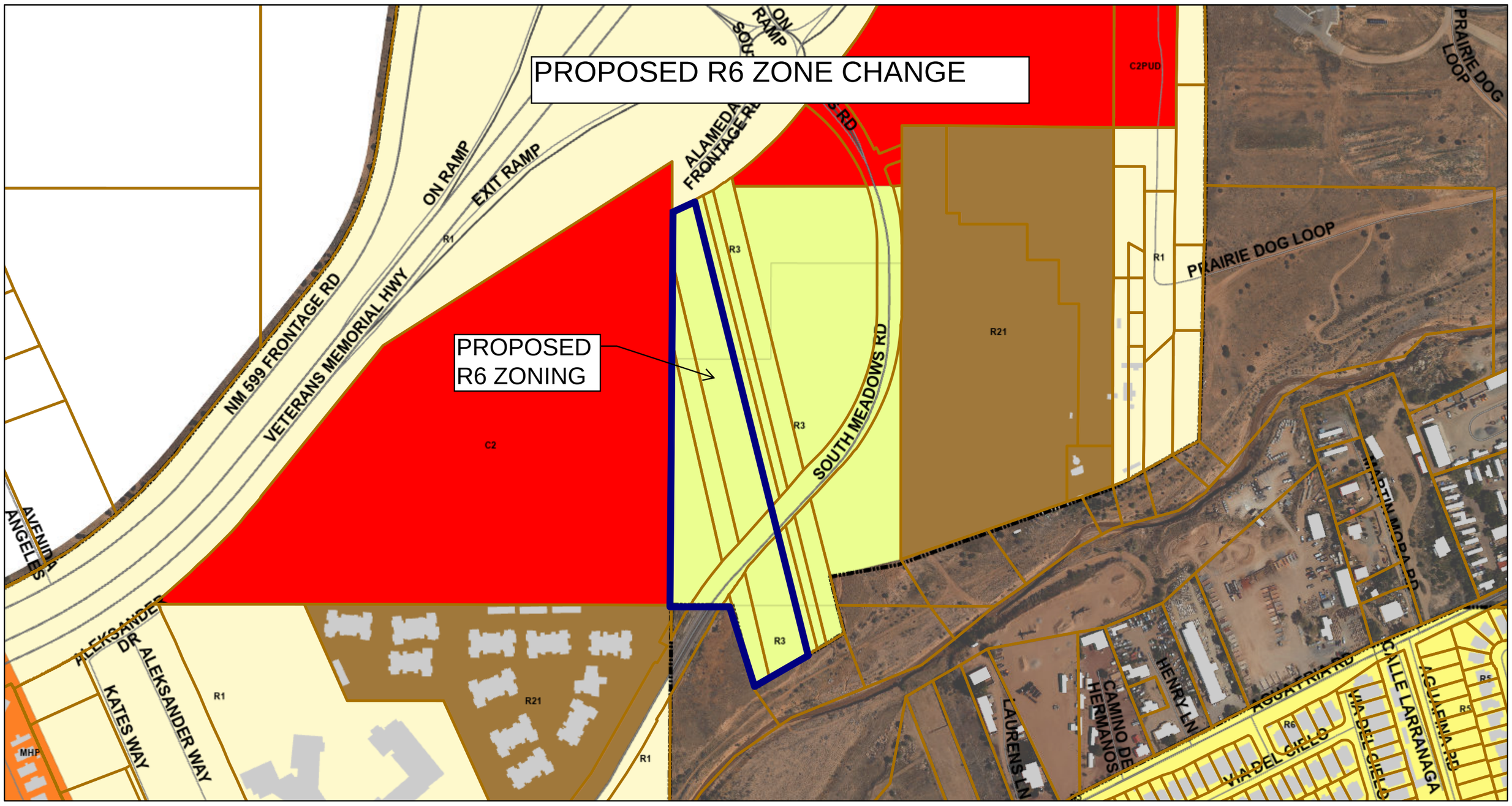
0 0.05 0.1 0.2 km

Santa Fe County Parcels

Future Land Use

- 1 dwelling per acre
- 1-3 dwellings per acre
- 3-7 dwellings per acre
- 7-12 dwellings per acre
- 12-29 dwellings per acre
- Community Commercial
- Neighborhood Center
- Transitional Mixed Use
- Public/Institutional
- Open Space
- Building Footprint
- Major Roads
- Roads
- Parcels
- City Limits

Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS



2/26/2025, 10:50:34 AM

1:4,514

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

- Santa Fe County Parcels
- Building Footprint

Zoning

- R1, (PUD) Single- Family 1du/ac.
- R3, (PUD) Single - Family 3du/ac
- R5, (DT), (PUD), (AC), R6, (PUD) Single - Family 5-6du/ac
- R21, (PUD) Multiple - Family 21du/ac
- MHP Mobile Home Park
- C2, (PUD) General Commercial
- Major Roads
- Roads
- Parcels
- City Limits

Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

Connell Fleming West, Inc.
ENGINEERS AND PLANNERS

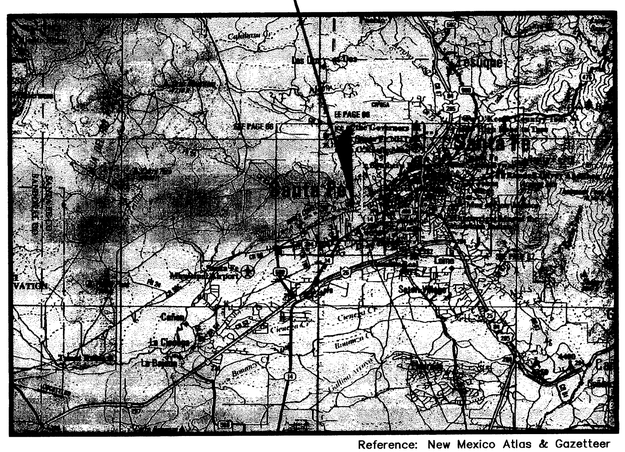
TITLE SHEET
RIGHT-OF-WAY MAPS
SOUTH MEADOWS ROAD
EXTENSION PROJECT

LENGTH OF PROJECT = 0.9497 MILES
LENGTH OF ROW = 0.9050 MILES

	INDEX OF SHEETS
No.	DESCRIPTION
1	TITLE SHEET
1A	PARCEL BLOCK SHEET
2	POB STA. 19+55.99 TO STA. 36+00.00
3	STA. 36+00.00 TO POE STA. 52+00.00
4	STA. 52+00.00 TO POE STA. 69+70.44

743021

PROJECT SITE



Gannett Fleming West, Inc.
ENGINEERS AND PLANNERS

PARCEL BLOCK SHEET

RIGHT-OF-WAY ACQUISITION

PARCEL NUMBER	OWNER	AREA ACRES	AREA SQ. FT.	AREA REMAINDER ACRES	LARGER PARCEL ACRES	NRW ACRES
2-1	Leeder Construction Inc.	0.3264	14,216	5.0636	5.3900	
2-2	R.L. Leeder Headquarters, LLC	0.0273	1,189	2.7567	2.7840	
2-3	R.L. Leeder Headquarters, LLC	0.0107	465	2.7733	2.7840	
2-4	Cottonwood Village Community, LLC	0.0022	95	76.2178	76.220	
2-5	R.L. Leeder Residential Land, LLC	0.9090	39,595	0.1495 (North) 2.2925 (South) 2.4420 (Total)	3.3510	
2-6	Roddy Leeder	0.1039	4,528	4.0901	4.1940	
2-7	Patricia Romero Landin and Joseph Dominick aka Joe Dominick	0.0398	1,736	34.1862	34.226	
2-8	Roddy Ledder	0.7397	32,222	0.6354 (North) 0.1270 (South) 0.7624 (Total)	1.5021	
2-9	Suerte Del Sur, LLC	3.3214	144,680	38.4056	41.7270	
3-1	Bureau of Land Management	0.4353	18,964	0.1007 (North)* 2.9440 (South) 3.0447 (Total)	3.4800	
3-2	Estate of Richard Paul Montoya c/o Rita B. Montoya	0.1692	7,369	1.4662 (North) 0.0081 (South) 1.4743 (Total)	1.6435	
3-3	Heirs of Vicente Carillo - Unknown	0.1489	6,487	1.6262	1.7751	
3-4	Hiers of Juan Lopez - Unknown	0.2718	11,839	24.3482	24.6200	
4-1	George L. Rodriguez and Shirley A. Rodriguez James A. Rodriguez and Janell Rodriguez Robert A. Rodriguez and Elaine Rodriguez Regina M. Rodriguez	0.0667	2,906	1.0046	1.0713	
4-2	George L. Rodriguez and Shirley A. Rodriguez James A. Rodriguez and Janell Rodriguez Robert A. Rodriguez and Elaine Rodriguez Regina M. Rodriguez	0.0669	2,914	1.0002	1.0671	
4-3	Milton A. Rodriguez	0.1448	6,308	2.1508	2.2956	
4-4	Estate of Richard Paul Montoya	0.6641	28,928	3.4364	4.1005	

* North remainder area of Parcel 3-1 includes the area of 3-CME-3, 0.324 Acres.

CME PARCEL BLOCK

PARCEL NUMBER	OWNER	AREA OF TAKE ACRES	AREA OF TAKE SQ. FT.
2-CME-1	Roddy Leeder	0.0540	2,353
3-CME-1	Suerte Del Sur, LLC	0.0187	815
3-CME-2	Suerte Del Sur, LLC	0.0456	1,987
3-CME-3	Bureau of Land Management	0.0324	1,413
3-CME-4	Bureau of Land Management	0.0138	600
4-CME-1	Bureau of Land Management	0.0137	597

TCP PARCEL BLOCK

PARCEL NUMBER	OWNER	AREA OF TCP ACRES	AREA OF TCP SQ. FT.
2-TCP-1	Suerte Del Sur, LLC	0.0083	360
2-TCP-2	Roddy Leeder	0.0508	2,213
3-TCP-1	Suerte Del Sur, LLC	0.0096	420

LARGER PARCEL AREAS SHOWN DERIVED FROM:

COPIED FROM RECORD PLAT AND/OR RECORD DEED:
2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-9, 3-1, 3-3, 3-4

FIELD SURVEY DATA:
2-8, 3-2, 4-1, 4-2, 4-3, 4-4

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)

NO.	DESCRIPTION	DATE	BY
1	ADD 2-CME-1	10/01/07	SJT
2	ADD 2-TCP-2	10/01/07	SJT
3			

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY

SHEET 1A OF 4

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052

Surveying Control, Inc
Consulting for Control Surveys
Mitchell St. N.E.
Albuquerque, N.M. 87108
(505)266-0935

Connell Fleming West, Inc.
ENGINEERS AND PLANNERS

Sec. 1 | Sec. 36 | Sec. 31 | Sec. 6

T17N T16N | SECTION LINE / PROPERTY LINE S89°58'50"W | SECTION LINE N00°00'42"W 728.15' | R8E R9E

LOT '1'
SUERTE DEL SUR, LLC

40+00 | 45+00 | 50+00

Fnd. U.S.G.L.O. 3" iron pipe (no cap) (Township Corner) Accepted ℄ P.O.C. Sta. 48+48.56, 100.74' Lt.

Fnd Stone Accepted Const. ℄ P.O.C. Sta. 69+00.45, 573.02' Lt.

143024

LOT '1'
ESTATE OF RICHARD PAUL MONTOYA
North Remainder 1.4686 Ac.

Property Line S15°07'06"E 631.05'

Fnd. Stone Accepted Const. ℄ P.O.C. Sta. 60+86.13, 683.30' Lt.

Property Line 852.62'

N15°18'27"W

Property Line N15°18'27"W 324.52'

Property Line S15°07'06"E 385.07'

Property Line S14°55'00"E 385.24'

Property Line S15°01'18"E 375.16'

Property Line S14°57'15"E 385.07'

CURVE DATA

No.	Delta	Length	Radius	Ch. Bearing	Ch. Dist
C1	07°08'25"	113.41'	910.00'	S33°19'31"W	113.33'
C2	02°03'04"	32.58'	910.00'	S37°55'15"W	32.57'
C3	04°22'32"	69.50'	910.00'	S41°08'03"W	69.48'
C4	03°44'48"	64.74'	990.00'	N31°37'42"E	64.72
C5	08°44'03"	150.91'	990.00'	N37°52'07"E	150.77'
C6	01°05'11"	18.77'	990.00'	N42°46'44"E	18.77'

Const. ℄
PI STA. = 40+87.13
Δ = 27°17'20"
D = 06°09'39"
T = 225.75'
L = 442.94'
R = 930.00'

PC = 38+41.38 | PT = 42+84.32

Δ = 14°26'09"
L = 221.72'
R = 880.00'
Ch Bearing = N36°58'22"E
Ch Dist. = 221.13'

Δ = 12°51'11"
L = 199.65'
R = 890.00'
Ch Bearing = N50°37'02"E
Ch Dist. = 199.23'

N57°02'38"E
Const. ℄ 679.79'
641.38'
248.00'
108.38'

Const. ℄ P.O.T. Sta. 38+41.38, 40.00' Lt.
Const. ℄ P.O.T. Sta. 37+05.00, 50.00' Rt.
Const. ℄ P.O.T. Sta. 37+05.00, 64.00' Rt.
Const. ℄ P.O.T. Sta. 37+35.00, 50.00' Rt.
Const. ℄ P.O.T. Sta. 37+35.00, 64.00' Rt.
Const. ℄ P.O.T. Sta. 38+41.38, 50.00' Rt.
Const. ℄ P.O.T. Sta. 42+84.32, 50.00' Lt.
Const. ℄ P.O.C. Sta. 40+50.00, 50.00' Lt.
Const. ℄ P.O.C. Sta. 40+50.00, 40.00' Lt.
Const. ℄ P.O.C. Sta. 41+23.72, 50.00' Rt.
Const. ℄ P.O.C. Sta. 41+24.11, 70.02' Rt.
Const. ℄ P.O.C. Sta. 41+62.25, 70.01' Rt.
Const. ℄ P.O.C. Sta. 41+62.63, 50.00' Rt.
Const. ℄ P.O.T. Sta. 42+84.32, 50.00' Rt.

R/W Line | Slope Limits | 40.00' | 50.00' | 90.00' | 100.00'

10.00' N45°48'33"W | N29°45'18"E | S29°45'18"W | N51°33'19"W 20.02' | S51°33'41"E 20.02'

Δ = 02°23'50"
L = 41.00'
R = 980.00'
Ch Bearing = N38°27'02"E
Ch Dist. = 41.00'

S38°26'41"W 41.00'

Δ = 07°29'49"
L = 128.23'
R = 980.00'
Ch Bearing = N33°30'12"E
Ch Dist. = 128.14'

(DRAINAGE) **3-TCP-1**
SUERTE DEL SUR, LLC
AREA:
420 sq. ft. / 0.0096 Ac.

Δ = 17°23'41"
L = 297.52'
R = 980.00'
Ch Bearing = N48°20'47"E
Ch Dist. = 296.38'

(DRAINAGE) **3-CME-1**
SUERTE DEL SUR, LLC
AREA:
815 sq. ft. / 0.0187 Ac.

Exist. 20' Sanitary Sewer Easement by Doc. filed 07/19/1991, 740/185

Exist. 30' Sanitary Sewer Easement by Doc. filed 07/19/1991, 740/185

Exist. 30' Sanitary Sewer Easement

LOT '1'
SUERTE DEL SUR, LLC

R/W Total Curve
Δ = 27°17'20"
L = 466.75'
R = 980.00'
Ch Bearing = S43°23'58"W
Ch Dist. = 462.36'

2-9
SUERTE DEL SUR, LLC
AREA:
144,680 sq. ft. / 3.3214 Ac.

SOUTH MEADOWS ROAD

N29°45'18"E | S29°45'18"W | N18°12'33"E 709.27' | S00°14'42"E 537.96' | N60°14'42"W 151.56' | S29°45'18"W 103.44' | S60°14'42"E 90.44' | N60°14'42"W 90.44' | S00°14'42"E 182.40' | N00°14'42"W 182.40' | N29°45'18"E 70.66' | S29°45'18"W 215.68'

Const. ℄ P.O.T. Sta. 46+40.00, 50.00' Lt.
Const. ℄ P.O.T. Sta. 47+30.44, 40.00' Lt.
Const. ℄ P.O.T. Sta. 46+40.00, 40.00' Lt.
Const. ℄ P.O.T. Sta. 47+44.78, 40.00' Lt.
Const. ℄ P.O.T. Sta. 46+03.45, 40.00' Rt.
Const. ℄ P.O.T. Sta. 47+55.00, 40.00' Rt.
Const. ℄ P.O.T. Sta. 45+00.00, 40.00' Rt.
Const. ℄ P.O.T. Sta. 47+55.00, 60.00' Rt.
Const. ℄ P.O.T. Sta. 45+00.00, 50.00' Rt.
Const. ℄ P.O.T. Sta. 47+85.00, 40.00' Rt.
Const. ℄ P.O.T. Sta. 47+85.00, 60.00' Rt.

10.00' | 40.00' | 322.27' | 57.28' | 30.00' | 20.00' N60°14'42"W | 30.00' S29°45'18"W

(DRAINAGE) **3-CME-3**
BUREAU OF LAND MANAGEMENT
AREA:
1,413 sq. ft. / 0.0324 Ac.

(DRAINAGE) **3-CME-2**
SUERTE DEL SUR, LLC
AREA:
1,987 sq. ft. / 0.0456 Ac.

Tie: N34°56'06"W 1852.28' Const. ℄ P.O.T. Sta. 48+15.44, 80.00' Lt.

Const. ℄ P.O.T. Sta. 47+30.44, 80.00' Lt.

N00°14'42"E 85.00' | S60°14'42"E 40.00' | N29°45'18"E 40.00' | N60°14'42"W 40.00' | N00°14'42"E 84.34' | S89°55'55"E 71.49' | S89°55'55"E 85.00'

Const. ℄ P.O.T. Sta. 48+15.44, 40.00' Lt.

Const. ℄ P.O.C. Sta. 48+84.40, 40.00' Lt.

Const. ℄ P.O.T. Sta. 50+47.23, 40.00' Lt.

Const. ℄ P.O.T. Sta. 50+29.22, 40.00' Lt.

Const. ℄ P.O.T. Sta. 52+57.01, 40.02' Lt.

Const. ℄ P.O.T. Sta. 51+08.75, 40.01' Lt.

3-2
Estate of Richard Paul Montoya
c/o Rita B. Montoya
AREA:
7,369 sq. ft. / 0.1692 Ac.

3-3
Heirs of Vicente Carrillo - Unknown
AREA:
6,487 sq. ft. / 0.1489 Ac.

North Remainder 0.1007 Ac.
South Remainder 0.0081 Ac.

61.52' N43°18'55"E | 148.27' N43°18'55"E | 96.79' | 93.70' | 416.72' Const. ℄ N43°19'19"E | 147.72' S43°18'51"W | 36.26' | 35.99' | 94.05' S14°57'15"E

R/W Line | Slope Limits

3-1
BUREAU OF LAND MANAGEMENT
AREA:
18,964 sq. ft. / 0.4353 Ac.

(DRAINAGE) **3-CME-4**
BUREAU OF LAND MANAGEMENT
AREA:
600 sq. ft. / 0.0138 Ac.

Fnd BLM Accepted alum. cap Const. ℄ P.O.C. Sta. 49+57.46, 61.44' Rt.

26.85' S89°55'55"E | 26.85' S15°07'06"E | 259.10' | 12.74' S43°18'51"W

Const. ℄ P.O.T. Sta. 49+74.88, 40.00' Rt.
Const. ℄ P.O.C. Sta. 50+47.23, 40.00' Rt.
Tie: S72°21'09"W 259.10'

PC = 49+22.28 | PT = 50+47.23

3-4
Heirs of Juan Lopez
Unknown
AREA:
11,839 sq. ft. / 0.2718 Ac.

Const. ℄ P.O.T. Sta. 50+39.97, 40.00' Rt.
Const. ℄ P.O.T. Sta. 52+07.59, 39.98' Rt.
Const. ℄ P.O.T. Sta. 52+13.95, 39.97' Rt.

Sec. 6

LOT 33
BUREAU OF LAND MANAGEMENT
South Remainder 2.9440 Ac.

Fnd. BLM Alumn. cap Accepted Const. ℄ P.O.C. Sta. 47+55.59, 262.50' Rt.

72.64' S59°05'58"W | 129.51' N58°22'58"E | 63.72' S58°35'48"W | 70.00' N58°26'42"E | 89.93' N14°57'02"W | N14°54'36"W

TRACT 5, SHC 1225 1/2 HEIRS OF VICENTE CARRILLO 017-085

SHC 1178 JUAN LOPEZ and HEIRS 021-055

TRACT 3, WEST 1/2, SHC 544 GEORGE RODRIGUEZ ET AL 017-090

TRACT 3, EAST 1/2, SHC 544 GEORGE RODRIGUEZ ET AL 017-090

TRACT 3, SHC 1227 MILTON A. and BESSIE RODRIGUEZ 275-096

SECTION LINE T17N T16N

Fnd. BLM Brass Cap Accepted Const. ℄ P.O.C. Sta. 48+18.91, 298.10' Rt.

Fnd. BLM Brass Cap Accepted Const. ℄ P.O.C. Sta. 49+97.91, 349.92' Rt.

Fnd. BLM Brass Cap Accepted Const. ℄ P.O.T. Sta. 50+77.58, 387.52' Rt.

Fnd. BLM Alumn. cap Accepted Const. ℄ P.O.T. Sta. 51+45.14, 385.78' Rt.

Fnd. BLM Alumn. cap Accepted Const. ℄ P.O.T. Sta. 51+92.42, 309.28' Rt.

Const. ℄
PI STA. = 49+35.28
Δ = 13°34'01"
D = 06°01'52"
T = 113.00'
L = 224.95'
R = 950.00'

Legend

- ⊙ = Found U.S.G.L.O. 3" Iron Pipe (Brass cap missing).
- ● = Found monument on existing Right-of-Way and/or Property Line(s) as noted.
- ○ = Calculated point on existing Right-of-Way and/or Property Line.
- ◈ = Monument to be set in new Right-of-Way line upon completion of construction.

General Notes

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES (PROJECT CF = 1.000414431).
2. BEARINGS ARE REFERRED TO GRID NORTH, NEW MEXICO COORDINATE SYSTEM – CENTRAL ZONE, NAD83(1992).
3. BASIS OF BEARING – N 45°57'42" E, FROM THE N.M.D.O.T. CONTROL MONUMENT "D5SF2–11" TO THE N.M.D.O.T. CONTROL MONUMENT "D5SF2–10"AS SHOWN ON THE GPS CONTROL MAP FOR N.M.P. # IM–NH–025–5(102)277, N.M.P. # WIPP–599–1(102), AND N.M.P. # NH–084–2(12)161, SAID CONTROL MAP BEING PREPARED BY WILLIAM A. BOWERS, N.M.P.S. 11765, DATED 3/23/06.
4. EXISTING RIGHT–OF–WAY AS SHOWN HEREON WAS COMPILED USING PLATS, DEEDS, AND ACTUAL FIELD PROPERTY LOCATION SURVEYS.
5. BASIS OF STATIONING FOR NEW ROADWAY CONSTRUCTION CENTERLINE IS SANTA FE COUNTY PUBLIC WORKS DEPARTMENT SOUTH MEADOWS EXTENSION PROJECT.
6. ALL POINT STATION AND OFFSET VALUES ARE BASED ON THE NEW ROADWAY CONSTRUCTION CENTERLINE ALIGNMENT UNLESS OTHERWISE NOTED.
7. FOUND MONUMENTS WERE ACCEPTED THIS SURVEY UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Surveyor's Certificate

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE R/W MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION IN JANUARY AND APRIL OF 2007. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT–OF–WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT–OF–WAY REQUIRED BY THE SOUTH MEADOWS EXTENSION PROJECT.

7/16/07
Date

Stephen James Toler, N.M.P.S. 11599
131 Madison St., N.E.
Albuquerque, N.M. 87108
(505) 266–0935

STEPHEN JAMES TOLER NEW MEXICO 11599 REGISTERED PROFESSIONAL SURVEYOR

Right–of–Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006–052

Surveying Control, Inc
Land Surveying for Control Surveys
131 Madison Dr., N.E.
Albuquerque, N.M. 87108
(505) 266–0935

Section 1, T16N, R8E
Section 6, T16N, R9E
Section 31, T17N, R9E
SANTA FE COUNTY, NEW MEXICO

FOR OWNERS NAMES AND AREAS OF PARCEL NUMBERS SHOWN, SEE SHEET 1A OF 4

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)			
NO.	DESCRIPTION	DATE	BY
1	*ADD SANITARY SEWER EASEMENT*	*06/04/08*	*SJT*
2			
3			

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY
SCALE 1" = 50' SHEET 3 OF 4

Connett Fleming West, Inc.
ENGINEERS AND PLANNERS

743025

N.M.D.O.T. "D5SF2-10" (Iron Pipe) Disc Stamped "D5SF2-10" with Aluminum cap N=1,686,576.618 E=2,206,258.895 PS 1.17685 NAD 83 (1992) New Mexico Central Zone (Ground)

Tie: S29°56'23"W 3136.50' (Ground)

Const. ℄ P.O.E. Sta. 69+70.44

N.M. 599 FRONTAGE ROAD (N.M.P. # ST-7649 (203)-2)

PT = 68+07.96

N15°01'52"W 162.48'

Const. ℄ End R/W Sta. 68+01.16

Existing R/W Line

Property Line

Const. ℄ P.O.C. Sta. 67+98.76, 36.34' Lt.

Const. ℄ P.O.C. Sta. 68+01.16, 43.78' Rt.

Const. ℄ P.O.C. Sta. 68+03.44, 144.66' Rt.

Const. ℄ P.O.C. Sta. 64+55.35, 37.26' Rt.

Fnd. 3" pipe (no cap) Accepted Const. ℄ P.O.C. Sta. 68+13.71, 400.03' Lt.

Fnd. N.M.S.H.D. Alumn. cap Accepted Const. ℄ P.O.T. Sta. 68+66.23, 483.93' Lt.

Fnd. BLM Alumn. cap Accepted Const. ℄ P.O.T. Sta. 51+92.42, 309.29' Rt.

Fnd NMSHD alumn. cap Accepted Const. ℄ P.O.C. Sta. 67+96.33, 99.37' Lt.

Fnd BLM brass cap Accepted Const. ℄ P.O.T. Sta. 59+94.11, 40.00' Rt.

Fnd capped iron pin "DSI 7014" Accepted Const. ℄ P.O.T. Sta. 62+02.52, 39.94' Rt.

Fnd capped iron pin "DSI 7014" Accepted Const. ℄ P.O.T. Sta. 64+23.25, 39.14' Rt.

Fnd BLM brass cap Accepted Const. ℄ P.O.T. Sta. 64+07.34, 81.13' Rt.

Const. ℄ PI STA. = 66+55.87, Δ = 29°44'02", D = 09°32'57", T = 159.28', L = 311.37', R = 600.00'

Const. ℄ PI STA. = 63+04.54, Δ = 20°22'28", D = 11°27'33", T = 89.85', L = 177.80', R = 500.00'

Const. ℄ PI STA. = 57+42.48, Δ = 43°23'41", D = 08°11'06", T = 278.53', L = 530.17', R = 700.00'

PC = 64+96.59

PT = 63+93.45

PC = 62+15.65

PT = 59+94.12

PC = 54+63.95

Sec. 31
Lot 20
Lot 12

U.S.G.L.O. 3" iron pipe (no cap) (Township Corner) Accepted Const. ℄ P.O.C. Sta. 48+48.58, 100.74' Lt.

Tie: S59°10'41"W 431.24'

Tie: S55°51'07"W 543.02'

Tie: S52°51'04"W 699.33'

Tie: S27°22'53"W 1459.69'

Δ = 04°15'11", R = 740.00', L = 54.92', Ch Bearing = S41°11'44"W, Ch Dist. = 54.91'

Δ = 02°19'23", R = 740.00', L = 30.00', Ch Bearing = N37°54'27"E, Ch Dist. = 30.00'

Δ = 43°23'41", R = 660.00', L = 500.00', Ch Bearing = N21°37'29"E, Ch Dist. = 488.01'

Δ = 25°54'00", R = 525.00', L = 237.32', Ch Bearing = N13°01'21"W, Ch Dist. = 235.31'

Δ = 30°59'17", R = 604.50', L = 326.96', Ch Bearing = N35°30'39"W, Ch Dist. = 322.95'

Δ = 16°10'31", R = 1024.93', L = 289.35', Ch Bearing = N46°57'09"E, Ch Dist. = 288.39'

Δ = 03°57'01", R = 1024.93', L = 70.66', Ch Bearing = N57°00'55"E, Ch Dist. = 70.65'

Δ = 21°12'52", R = 605.00', L = 224.57', Ch Bearing = S11°10'47"E, Ch Dist. = 223.30'

Δ = 03°02'44", R = 605.00', L = 32.16', Ch Bearing = S23°48'35"E, Ch Dist. = 32.16'

Δ = 30°59'17", R = 604.50', L = 326.96', Ch Bearing = S22°21'03"E, Ch Dist. = 322.95'

Δ = 36°49'05", R = 475.52', L = 305.57', Ch Bearing = S18°20'13"W, Ch Dist. = 300.38'

Δ = 36°49'05", R = 740.00', L = 475.52', Ch Bearing = S18°20'13"W, Ch Dist. = 467.38'

Slope Limits

R/W Line

80.00'

50.00'

Exist. R/W Line

Property Line

Const. ℄ P.O.T. Sta. 64+54.36, 42.98' Lt.

Const. ℄ P.O.T. Sta. 62+02.56, 40.06' Lt.

Const. ℄ P.O.T. Sta. 59+94.12, 40.06' Lt.

Const. ℄ P.O.T. Sta. 55+16.25, 59.95' Rt.

Const. ℄ P.O.C. Sta. 55+15.86, 39.95' Rt.

Const. ℄ P.O.T. Sta. 54+63.91, 39.96' Rt.

Const. ℄ P.O.C. Sta. 55+44.26, 39.95' Rt.

Const. ℄ P.O.C. Sta. 55+43.89, 59.95' Rt.

Const. ℄ P.O.T. Sta. 53+59.20, 39.96' Rt.

Const. ℄ P.O.T. Sta. 52+93.41, 40.03' Lt.

Const. ℄ P.O.T. Sta. 53+29.88, 40.03' Lt.

Const. ℄ P.O.T. Sta. 54+08.74, 40.04' Lt.

Const. ℄ P.O.T. Sta. 54+63.91, 40.04' Lt.

Const. ℄ P.O.T. Sta. 52+43.95, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+43.95, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+60.35, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+57.01, 40.02' Lt.

Const. ℄ P.O.C. Sta. 52+36.39, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+36.47, 40.03' Lt.

Const. ℄ P.O.T. Sta. 52+36.26, 39.97' Rt.

Const. ℄ P.O.T. Sta. 51+94.27, 39.97' Rt.

Const. ℄ P.O.T. Sta. 51+93.99, 40.02' Lt.

Const. ℄ P.O.T. Sta. 52+36.40, 39.97' Rt.

Const. ℄ P.O.T. Sta. 52+60.35, 39.97' Rt.

Const. ℄ P.O.T. Sta. 53+59.20, 39.96' Rt.

Const. ℄ P.O.T. Sta. 54+18.88, 39.97' Rt.

Const. ℄ P.O.T. Sta. 54+63.91, 39.96' Rt.

Const. ℄ P.O.T. Sta. 55+15.86, 39.95' Rt.

Const. ℄ P.O.C. Sta. 55+16.25, 59.95' Rt.

Const. ℄ P.O.C. Sta. 55+43.89, 59.95' Rt.

Const. ℄ P.O.C. Sta. 55+44.26, 39.95' Rt.

Gannett Fleming West, Inc.
ENGINEERS AND PLANNERS

TRACT '1'
COTTONWOOD VILLAGE
MOBILE HOME PARK

Sec. 1

R/W Total Curve
Δ = 70°48'30"
L = 869.13'
R = 703.28'
Ch Bearing = N21°17'17"E
Ch Dist. = 814.88'

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 24+12.24, 460.89' Lt.

N66°23'10"E

2-4
Cottonwood Village Community, LLC
AREA:
95 sq. ft. / 0.0022 Ac.

Property Line

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 25+03.70, 56.88' Lt.

Exist. 30' Sanitary Sewer Easement by Doc. filed 08/13/1991, 746/274

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 26+14.12, 153.90' Lt.

Fnd. 1/2 iron pipe Accepted Const. ℄ P.O.C. Sta. 26+13.90, 109.97' Lt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 25+24.73, 52.38' Lt.

N24°13'40"W

Property Line

PARCEL 'A'
RODDY LEEDER

2-6
RODDY LEEDER
Parcel 'A'
AREA:
4,528 sq. ft. / 0.1039 Ac.

2-7
Patricia Romero Landin and Joseph Dominick aka Joe Dominick
AREA:
1,736 sq. ft. / 0.0398 Ac.

Const. ℄ P.O.C. Sta. 26+13.90, 109.97' Lt.

Const. ℄ P.O.C. Sta. 26+10.77, 49.70' Lt.

(UTILITIES)
2-CME-1
RODDY LEEDER
AREA:
2,353 sq. ft. / 0.0540 Ac.

Prop. Line

Exist. 18' Access Easement

Const. ℄ P.O.C. Sta. 28+93.00, 148.89' Lt.

N45°16'43"E 267.86'

Property Line 310.50'

Const. ℄ P.O.C. Sta. 29+27.17, 140.94' Lt.

Const. ℄ P.O.C. Sta. 29+10.00, 144.64' Lt.

(UTILITIES)
2-TCP-2
RODDY LEEDER
AREA:
2,213 sq. ft. / 0.0508 Ac.

PARCEL 'B'
RODDY LEEDER
North Remainder
0.6354 Ac.

Fnd. capped pin "MEDRANO" Used to set property line Const. ℄ P.O.C. Sta. 31+47.26, 143.93' Lt.

LOT '1'
SUERTE DEL SUR, LLC.

Δ = 02°34'16"
L = 31.56'
R = 703.28'
Ch Bearing = N55°24'24"E
Ch Dist. = 31.56'

Const. ℄ P.O.T. Sta. 31+61.59, 50.00' Lt.

Const. ℄ P.O.C. Sta. 28+77.96, 49.44' Lt.

S24°25'37"E

S24°30'02"E

Property Line

85.69'

Const. ℄ P.O.C. Sta. 31+32.32, 49.82' Lt.

Const. ℄ P.O.C. Sta. 28+55.36, 49.51' Lt.

Const. ℄ P.O.C. Sta. 28+32.19, 49.60' Lt.

SOUTH MEADOWS ROAD

102.35'

38.41'

N57°02'38"E

10.00' Slope Limits

S32°57'22"E

Const. ℄ P.O.T. Sta. 32+00.00, 50.00' Lt.

Const. ℄ P.O.T. Sta. 32+00.00, 40.00' Lt.

2-9
SUERTE DEL SUR, LLC
AREA:
144,680 sq. ft. / 3.3214 Ac.

743023

40.00'

R/W Line

Const. ℄

641.38'

679.79'

90.00'

Const. ℄ P.O.C. Sta. 31+10.97, 50.39' Rt.

Const. ℄ P.O.C. Sta. 28+27.21, 50.38' Rt.

South Remainder
0.1270 Ac.

26.42'
S24°30'02"E

248.92'
S45°16'43"W

Property Line

N57°02'38"E

Slope Limits

50.00'

Const. ℄ P.O.T. Sta. 31+61.59, 50.00' Rt.

265.41'

Const. ℄ P.O.T. Sta. 34+27.00, 50.00' Rt.

Const. ℄ P.O.T. Sta. 34+57.00, 50.00' Rt.

12.00'

30.00'

12.00'

248.00'

Const. ℄ P.O.T. Sta. 34+27.00, 62.00' Rt.

Const. ℄ P.O.T. Sta. 34+57.00, 62.00' Rt.

679.79'

Exist. 30' Ingress & Egress Esmt.

Property Line

N28°00'16"W 114.85'

S62°16'01"E 132.73'

Area 4,338 sq. ft. 0.0996 Ac.

North Remainder 0.1495 Ac.

N62°16'01"E 94.78'

Const. ℄ P.O.C. Sta. 26+86.16, 50.57' Lt.

Const. ℄ P.O.C. Sta. 28+27.21, 95.05' Rt.

Fnd. 3/4" iron pipe Accepted Const. ℄ P.O.C. Sta. 27+51.59, 16.40' Rt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 27+65.70, 28.24' Rt.

S62°16'01"E 205.80'

S45°16'43"E 61.82'

S24°25'37"E 88.64'

N24°25'37"W 103.04'

R/W Line

2-5
RL. Leeder Residential Land, LLC
AREA:
39,595 sq. ft. / 0.9090 Ac.

Const. ℄ P.O.C. Sta. 25+85.79, 87.99' Rt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 26+93.94, 176.30' Rt.

R/W Total Curve
Δ = 70°35'38"
L = 743.34'
R = 603.31'
Ch Bearing = N21°20'10"E
Ch Dist. = 697.21'

Tie: N40°01'48"E 2025.46'

Tie: N42°42'58"E 1,941.99'

Tie: N35°22'50"E 1,364.64'

Tie: N39°38'35"E 1,687.96'

TRACT C-2
R.L. LEEDER
HEADQUARTERS, LLC
South Remainder
2.2925 Ac.

Δ = 24°49'10"
L = 261.31'
R = 603.31'
Ch Bearing = S39°47'33"W
Ch Dist. = 259.31'

Fnd. 1-1/4" iron pipe Accepted Const. ℄ P.O.C. Sta. 31+04.23, 76.01' Rt.

PT = 31+61.59

Δ = 04°25'51"
L = 46.66'
R = 603.31'
Ch Bearing = N54°25'03"E
Ch Dist. = 46.64'

N85°30'52"E

Property Line

(DRAINAGE)
2-TCP-1
SUERTE DEL SUR, LLC
AREA:
360 sq. ft. / 0.0083 Ac.

LOT '1'
SUERTE DEL SUR, LLC

Exist. 20' Sanitary Sewer Easement by Doc. filed 07/19/1991, 740/185

30+00

35+00

25+00

2-8
RODDY LEEDER
AREA:
32,222 sq. ft. / 0.7397 Ac.

Const. ℄ P.O.C. Sta. 28+27.21, 95.05' Rt.

Fnd. 3/4" iron pipe Accepted Const. ℄ P.O.C. Sta. 27+51.59, 16.40' Rt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 27+65.70, 28.24' Rt.

S62°16'01"E 205.80'

S45°16'43"E 61.82'

S24°25'37"E 88.64'

N24°25'37"W 103.04'

R/W Line

Property Line

2-3
RL. Leeder Headquarters, LLC
AREA:
465 sq. ft. / 0.0107 Ac.

Const. ℄ P.O.C. Sta. 24+58.68, 46.67' Rt.

Const. ℄ P.O.C. Sta. 25+22.30, 47.59' Rt.

69.63'

S18°13'54"W

S38°04'36"W

Const. ℄ P.O.C. Sta. 25+05.01, 52.65' Lt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 23+71.36, 15.73' Lt.

Const. ℄ P.C. Sta. 23+56.45, 55.00' Lt.

Const. ℄ P.C. Sta. 23+56.45, 45.00' Rt.

Δ = 05°57'48"
L = 62.79'
R = 603.31'
Ch Bearing = S07°55'43"E
Ch Dist. = 62.76'

Δ = 03°03'02"
L = 32.12'
R = 603.31'
Ch Bearing = N12°26'08"W
Ch Dist. = 32.12'

Tie: N38°07'57"E 2,265.84'

Tie: N35°34'55"E 2,248.33'

Tie: N29°07'27"E 2,603.53'

Tie: N28°13'39"E 2,511.41'

Tie: N27°14'57"E 2,588.16'

3" USGLO Iron pipe, (no cap) (Township Corner) Accepted Const. ℄ P.O.C. Sta. 48+48.58, 100.74' Lt.

Const. ℄
PI STA. = 28+22.12
Δ = 72°04'49"
D = 08°57'09"
T = 465.67'
L = 805.14'
R = 640.00'

TRACT 'C-1B'
SANTA FE BAPTIST CHURCH
433-356

Sec. 1

Exist. 24' Private Access & Public Utility Easement

Const. ℄ P.O.C. Sta. 21+98.77, 45.00' Rt.

TRACT C-1A
R.L. LEEDER
HEADQUARTERS, LLC

Δ = 01°23'08"
L = 10.54'
R = 435.69'
Ch Bearing = S15°34'02"E
Ch Dist. = 10.54'

PT = 21+97.42

Δ = 16°12'53"
L = 123.30'
R = 435.69'
Ch Bearing = S24°22'02"E
Ch Dist. = 122.89'

Const. ℄
PI STA. = 21+24.89
Δ = 17°27'06"
D = 11°56'12"
T = 73.67'
L = 146.20'
R = 480.00'

2-2
RL. Leeder Headquarters, LLC
AREA:
1,189 sq. ft. / 0.0273 Ac.

PC = 20+51.22

Const. ℄ P.C. Sta. 20+51.22, 45.00' Rt.

19.33'
S32°29'17"E

48.99'

60.50'
N52°05'20"E

N47°18'17"E

Exist. R/W Line

282.05'

Fnd. capped pin "MEDRANO" Used to set property line Const. ℄ P.O.T. Sta. 20+36.52, 93.77' Rt.

Fnd. 1/2 Iron Pin Accepted Const. ℄ P.O.T. Sta. 20+49.75, 364.07' Rt.

37.47'
S21°15'55"E

Const. ℄ P.O.T. Sta. 20+31.89, 45.00' Rt.

11.51'
S52°05'20"W

N32°29'17"W 95.23'

Const. ℄ P.O.B. Sta. 19+55.99

Const. ℄ Begin R/W Sta. 20+22.64

20+00 AUGA FRIA STREET
(VARIABLE WIDTH ROW)

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 20+03.45, 268.87' Lt.

N52°24'50"E 214.72'

Exist. R/W LINE

229.47'

Const. ℄ P.O.T. Sta. 20+22.53, 55.00' Lt.

14.75'
S52°24'50"W

8.11'
N52°24'50"E

66.06'
S55°05'20"W

32.37'

33.69'

28.69'
N32°29'17"W

40.43'
S33°45'16"E

Exist. R/W Line

Const. ℄ P.O.T. Sta. 21+97.42, 55.00' Lt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 20+63.23, 41.36' Lt.

Const. ℄ P.C. Sta. 20+51.22, 55.00' Lt.

TIE: S52°28'15"E 257.47' (Ground)

N15°02'11"W

S14°01'59"E

S14°00'05"E Property Line

N13°58'08"W 102.89'

N13°58'08"E Exist. R/W Line 187.10'

N13°27'08"W 44.88'

N13°58'08"W

R/W Line

Exist. R/W Line

Slope Limits

Const. ℄ P.O.T. Sta. 21+97.42, 55.00' Rt.

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 23+71.36, 15.73' Lt.

Const. ℄ P.C. Sta. 23+56.45, 55.00' Lt.

N24°04'08"W 90.68'

S24°07'14"E 134.51'

S24°04'08"E 25.10'

S64°52'40"W 51.07'

N24°09'25"W 36.87'

13.41' S24°09'25"E

N54°52'40"E 17.87'

S24°07'14"E 318.22'

158.03'

356.48'

55.00'

45.00'

137.48'

Property Line 220.30'

S54°52'40"W

Exist. 15' Water, Gas and Telephone Easement

Exist. 30' Access Easement

2-1
Leeder Construction Inc.
AREA:
14,216 sq. ft. / 0.3264 Ac.

N.M.D.O.T. "D5SF2-11" Brass Cap in concrete "IX9302-4 PS9434" Y = 1692471.888' X = 1700544.356' N.M.S.P. Coords-Central Zone NAD 83 (1992)

N.M.D.O.T. "D5SF2-10" Iron pin with Aluminum cap DFSF2-10 GPS 2006 PS 11765 Y = 1697546.108' X = 1705791.818' N.M.S.P. Coords-Central Zone NAD 83 (1992)

(BASIS OF BEARING) N45°57'42"E 7302.58' (Ground)

TRACT B
LEEDER CONSTRUCTION INC.
c/o JODY LEEDER

Δ = 17°26'18"
L = 162.95'
R = 535.41'
Ch Bearing = N23°45'44"W
Ch Dist. = 162.33'

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 20+63.23, 41.36' Lt.

Const. ℄ P.C. Sta. 20+51.22, 55.00' Lt.

TIE: S52°28'15"E 257.47' (Ground)

N52°24'50"E 214.72'

Exist. R/W LINE

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.T. Sta. 20+03.45, 268.87' Lt.

Δ = 00°56'31"
R = 11.56'
Ch Bearing = N01°27'56"W
Ch Dist. = 11.56'

Δ = 12°10'47"
R = 149.50'
Ch Bearing = N08°01'35"W
Ch Dist. = 149.22'

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 25+24.73, 52.38' Lt.

N24°07'14"W 10.98'

N69°32'14"E 4.46'

422.92'

Exist. 30' Sanitary Sewer Easement by Doc. filed 08/13/1991, 746/274

Property Line

N66°23'10"E

Δ = 01°44'20"
R = 703.28'
Ch Bearing = N00°07'30"W
Ch Dist. = 21.34'

Fnd. capped pin "MEDRANO" Accepted Const. ℄ P.O.C. Sta. 24+12.24, 460.89' Lt.

CURVE DATA

No.	Delta	Length	Radius	Ch. Bearing	Ch. Dist
C1	05°35'52"	58.94'	603.31'	S02°08'53"E	58.92'
C2	10°56'48"	134.36'	703.28'	N20°25'35"E	134.16'
C3	01°52'48"	23.08'	703.28'	N26°50'23"E	23.08'
C4	02°02'04"	24.97'	703.28'	S28°47'49"W	24.97'
C5	01°59'01"	24.35'	703.28'	N30°48'21"E	24.35'
C6	22°19'24"	274.01'	703.28'	N42°57'34"E	272.28'

LINE DATA

L1	N45°16'43"E	21.32'
L2	N45°16'43"E	21.32'

Legend

- ⊙ = Found U.S.G.L.O. 3" Iron Pipe (Brass cap missing).
- ● = Found monument on existing Right-of-Way and/or Property Line(s) as noted.
- ○ = Calculated point on existing Right-of-Way and/or Property Line.
- ✥ = Monument to be set in new Right-of-Way line upon completion of construction.
- = Right-of-Way secured by local platting action.
- = Right-of-Way secured by plat filed 12/20/99 in Book 431, Page 28, Santa Fe County records.
- = Exist. Sanitary Sewer Easement as shown on plat filed 06/20/2005 in Book 590, Page 49, Santa Fe County records.

Surveyor's Certificate

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE R/W MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION IN JANUARY AND APRIL OF 2007. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT-OF-WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT-OF-WAY REQUIRED BY THE SOUTH MEADOWS EXTENSION PROJECT.

7/16/07

Stephen J. Toler, N.M.P.S. 11599 — Date
131 Madison St., N.E.
Albuquerque, N.M. 87108
(505) 266-0935

STEPHEN JAMES TOLER NEW MEXICO 11599 REGISTERED PROFESSIONAL SURVEYOR

Right-of-Way Maps Prepared By:
DATE: July, 2007
SCI JOB No. 2006-052

Surveying Control, Inc
Specializing in Control Surveys
131 Madison St., N.E.
Albuquerque, N.M. 87108
(505) 266-0935

General Notes

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES (PROJECT CF = 1.000414431).
2. BEARINGS ARE REFERRED TO GRID NORTH, NEW MEXICO COORDINATE SYSTEM – CENTRAL ZONE, NAD83(1992).
3. BASIS OF BEARING – N 45°57'42" E, FROM THE N.M.D.O.T. CONTROL MONUMENT "D5SF2–11" TO THE N.M.D.O.T. CONTROL MONUMENT "D5SF2–10"AS SHOWN ON THE GPS CONTROL MAP FOR N.M.P. # IM–NH–025–5(102)277, N.M.P. # WPP–599–1(102), AND N.M.P. # NH–084–2(12)161, SAID CONTROL MAP BEING PREPARED BY WILLIAM A. BOWERS, N.M.P.S. 11765, DATED 3/23/06.
4. EXISTING RIGHT–OF–WAY AS SHOWN HEREON WAS COMPILED USING PLATS, DEEDS, AND ACTUAL FIELD PROPERTY LOCATION SURVEYS.
5. BASIS OF STATIONING FOR NEW ROADWAY CONSTRUCTION CENTERLINE IS SANTA FE COUNTY PUBLIC WORKS DEPARTMENT SOUTH MEADOWS EXTENSION PROJECT.
6. ALL POINT STATION AND OFFSET VALUES ARE BASED ON THE NEW ROADWAY CONSTRUCTION CENTERLINE ALIGNMENT UNLESS OTHERWISE NOTED.
7. FOUND MONUMENTS WERE ACCEPTED THIS SURVEY UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

FOR OWNERS NAMES AND AREAS OF PARCEL NUMBERS SHOWN, SEE SHEET 1A OF 4

Section 1, T16N, R8E
SANTA FE COUNTY, NEW MEXICO

FINAL MAP JULY 16, 2007
DATE

REVISIONS (OR CHANGE NOTICES)			
NO.	DESCRIPTION	DATE	BY
1	ADD 2–CME–1	10/01/07	SJT
2	ADD 2–TCP–2	10/01/07	SJT
3	ADD SANITARY SEWER EASEMENT	06/04/08	SJT

SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

SOUTH MEADOWS ROAD EXTENSION PROJECT

SANTA FE COUNTY
SCALE 1" = 50' SHEET 2 OF 4

SOMMER KARNES & ASSOCIATES LLP

Mailing Address
Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address
125 Lincoln Ave
Suite 221
Santa Fe, NM 87501

Telephone:(505) 989-3800
Facsimile:(505) 288-3601

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John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

November 10, 2025

VIA EMAIL TO
VIA EMAIL

Joel Cruz-Haber
Daniel Esquibel
Planning and Land Use
City of Santa Fe
202 Lincoln Ave
Santa Fe, NM 87501

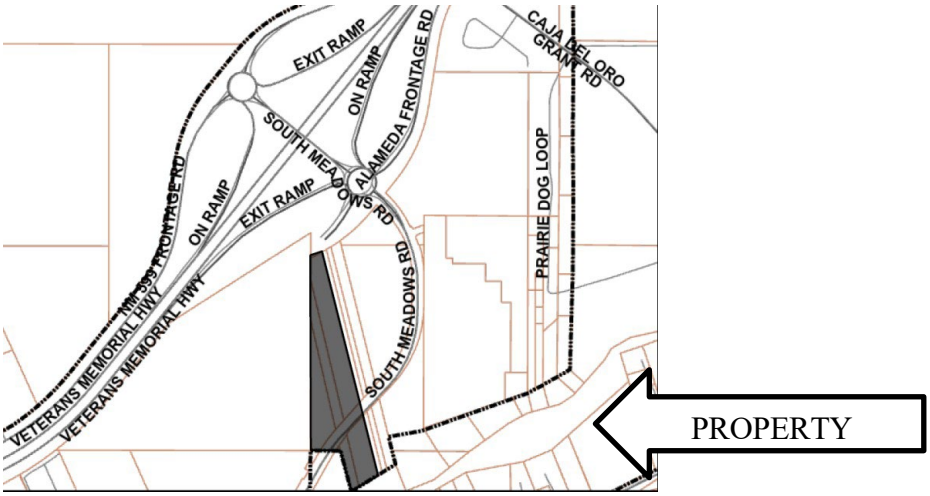
Re: Letter of Application for General Plan Amendment and Rezoning
Montoya y Garcia, LLC – Property Owner and "Applicant"
Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178 (Parcel #'s 910008728, 99312180, 99312181) - the ("Property")

Dear Joel and Dan:

Submitted with this letter are the applications for a General Plan Amendment and Rezoning of the 7.01 acres of property commonly known as Section 31 T17N, R19E, Remaining Portions of Government Lot 17 SHC 1255 ½ TR5, & SHC 1178. This letter provides background for the application and addresses the City Code approval criteria for both applications. No development is proposed as part of these applications. The General Plan Amendment application requests that the existing future land use designation for a portion of the property of Very Low Density Residential be changed to Low Density Residential and the rezoning application requests that the existing R-3 zoning be changed to R-7. This letter includes assessment of compatibility with the Southwest Santa Fe Community Area Master Plan.

1. Background and Existing Planning and Zoning.

The vacant Property is located south of the South Meadows Road interchange with NM 599/Veterans Memorial Highway. The Property and surrounding properties were annexed to the City as part of the 2008 City-County settlement agreement and the City has planned the area for intensive residential and commercial development including multiple development approvals. Consistent with the City Code, upon annexation the Property was zoned R-3 until otherwise classified. (514-4.1.E.4)



The Property is bisected by South Meadows Road which is proposed as primary vehicular access because of its convenient access to NM 599 and south to Agua Fria Road. Alameda Frontage intersects South Meadows Road just north of the Property. Also, a road is planned to connect South Meadows Road to Kate's Way which may be a secondary vehicular access point at the north end of the Property.

The Properties comprise five (5) legal lots of record – three (2) adjacent to the northern boundary of South Meadows Road (the "Northern Lots") and two (2) (the "Southern Lots"). As you can see from the portion of the current Future Land Use Map attached hereto as Exhibit A, the Northern Lots are planned for "3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. The Southern Lots are planned for "3-7 Dwelling Units" per acre, "1-3 Dwelling Units" per acre, and "Open Space". Both the Northern and Southern Lots are zone R-3. (*See* Exhibit B - Portion of Zoning Map).

The Property is unimproved and vacant. The property owned by The Rodriquez Trust is vacant, with the same two General Plan designations as the Northern Lots, namely -"3-7 Dwelling Units" per acre and "7-12 Dwelling Units" per acre. and zoned R-3. In proximity toward the northeast of the Property is the Madera Apartment Community and zoned R-21. Further east is unincorporated Agua Fria Village, located in Santa Fe County. The Gerhart Apartment Community is to the South of the Property and zoned RM-1. To the west is vacant property is a 30-acre parcel owned by the State of New Mexico which is under a long-term lease by the City of Santa Fe and zoned C-2 General Commercial.

2. General Plan Amendment Approval Criteria

The following addresses the approval criteria for the requested General Plan amendment. To approve a General Plan amendment the following criteria must be met:

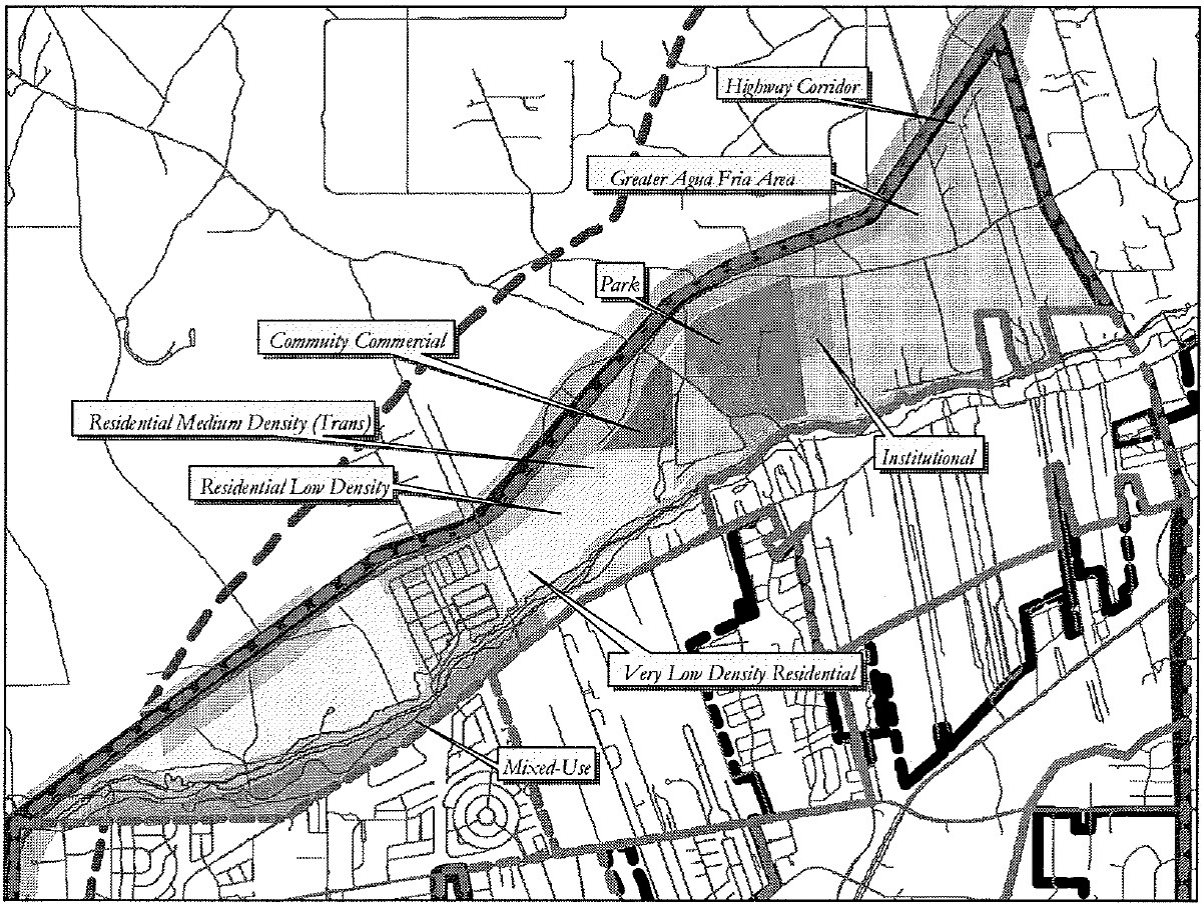
> A. consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;

The population of the City of Santa Fe is projected to grow at the rate of approximately 10% over the next ten years. The current population of the City of Santa Fe is approximately $91,000. There is a current housing deficit within the City of Santa Fe multi-family dwellings of 4,500 units and single-family dwellings of 2,500 units. The general plan amendment proposes to increase the range of allowable housing to between 3 and 7 dwelling units per acre. It is consistent with the current needs of the City with respect to housing.

Likewise, the City of Santa Fe Economic Development Plan envisions the ability of the City to attract job creating businesses. The availability of housing is imperative for the implementation of the City's economic development goals. The application is consistent with those goals as well.

In recent years, the City Council has acted to zone the vacant annexed area between the South Meadows interchange and Agua Fria Village for intensive urban development. The applications are consistent with the Council's designation of the Madera Apartment property west of the Property as R-21. This residential development will provide residential uses for up to approximately 50 home, together with accessory uses. Adding 50 homes to the existing housing stock will enhance the Council's desire to provide badly needed housing. Approval of the applications will also increase efficient use of infrastructure that will be developed as part of the approved projects in the immediate vicinity of the Property and will provide for the highest and best use of the Property in light of the City's planning decisions for the area.

The Property is within the Southwest Santa Fe Community Area Master Plan (SWCAMP) "River Corridor Plan Area – Residential Low Density (Transitional)" Map 2.6.5:



Map. 2.6.5. Proposed Future Land Uses for the River Corridor Plan Area

The proposal is completely consistent with the Plan's future land use designation. The Plan states that new corridor developments are intended to be community focused rather than regional and should integrate with existing and future neighborhoods. (Plan, p. 60) U.S. Census date for 2020 identified that the County of Santa Fe's population was over 150,000; exceeding the Urban Area population increase of 17,000-25,000 residents projected for 2020. This population growth elevated the importance for updated growth management strategies established in the General Plan.

Consistent with the approval criteria that development have "access and availability of infrastructure" the proposed designation and planned community commercial land uses are supported by existing infrastructure including utilities and transportation infrastructure. Making most effective use of areas already planned for community commercial neighborhood-serving development is consistent with the growing need for commercial services in this area.

B. consistency with other parts of the general plan;

By approving the "3-7 Dwelling Units" per acre land use designation on the Northern Lots, the City provided policy direction for the residential uses at the scale proposed, namely to provide housing at the R-7 level within the discrete planning area east of the South Meadows/NM 599 interchange. The Application furthers this policy by expanding the amount of land available for residential uses.

Given the City's focus and previous decisions that this area is appropriate for intensive urban development, approval of the applications will enhance the efficient use of existing roadway, water, sewer and other utilities serving this planning area while furthering a compact urban form and efficient development pattern as addressed by Growth Management section of the General Plan. (Chapter 4.1)

The City's selection of this area for intensive urban use makes effective use of the substantial investment in the South Meadows Drive/NM 599 interchange. The intensification of residential uses will provide housing opportunities. Proximity of the interchange and NM 599 provides for more efficient access compared to other areas reliant on the existing city street network for vehicular circulation. The location of the Property and its community residential uses will further the implementing transportation policies of Chapter 6 including decreasing reliance on the automobile by allowing residents to access the commercial uses developing in the area within walking distances to the Property. (Chapter 6)

B.1.Southwest Santa Fe Community Area Master Plan (the "Master Plan"). The Property is located within the Master Plan, which is part of the General Plan. The Property is within the River Corridor Neighborhood Plan area. The following addresses consistency of the GPA application with relevant Master Plan provisions.

The Master Plan recognizes that the neighborhood is and remains the basic building block of the community and that complimentary to the neighborhoods are mixed-use commercial areas located within a reasonable walking distance. (p.5) The Master Plan further states "new neighborhoods should be connected to adjacent commercial areas (or within easy walking or driving distance." (P. 57) As addressed above, the City has recently approved over 400 dwellings east of the NM 599/Veterans Memorial Highway located immediately north, south and west of the Property.

c. the amendment does not:
(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or

The City's adoption of the Community Commercial future land use designation for the adjacent to the Property on the west demonstrates that designation of an additional 7.01 acres of residential uses will be consistent with the prevailing planned use and character in the area. Additionally, the approved and developed land uses adjoining the property and less than a quarter mile away are all residential uses and are therefore consistent with the prevailing character of the area.

(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or

The Application is consistent with this requirement, as the Property is 7.01 acres.

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;

As addressed above, approval of the amendment will enhance the provision of residential opportunities in close proximity to Community Commercial center, thereby furthering multiple General Plan policies. The requested amendment will enhance the viability of the adjacent residentially designated property. The amendment will not benefit the owner of the property at the expense of the surrounding landowner because it will enhance the surrounding landowners' use available on their properties, and the added housing will benefit the general public.

D. an amendment is not required to conform with Subsection 14-3.2.(E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;

As indicated by the City's adoption of the Community Commercial future land use designation for the property to the west, the amendment will enhance promotion of the general welfare by increasing the provision of residential uses that will support the Community Commercial uses at an appropriate location within an area of approved Low density residential development.

As addressed above, over a decade ago, the City designated the Property residential. Approval of the amendment will enhance the provision of the already approved uses allowed by these designations within a planning.

The proposed general plan amendment and rezoning provide an avenue to contribute to a coordinated, adjusted and harmonious development of Santa Fe that benefits an area on the west side of Santa Fe suffering from a lack of services. The proposal and planned uses contribute to the future needs that promote convenience and prosperity of the area contributing to the general welfare, efficiency and economy of an area that the governing body has already planned for community commercial uses.

G. consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

As addressed in sections A and B 1, above, the Property is located within the SWCAMP. The SWCAMP includes the Property as part of the neighborhood pattern designation and identifies a residential uses for both the Northern and Southern Lots. (Map 2.6.5) Approval of the application would include the Property within the Residential Low Density – Transition Community Commercial future land use designation. Sections A and Bl address conformity of the proposed General Plan amendment with applicable provisions of the SWCAMP.

(2) Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties . The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback , landscaping or other means, and a finding must be made that:

(a) the growth and economic projections contained within the general plan are erroneous or have changed;

As to subsection a, as addressed in section 1 .A, above, residential development subject to the SWCAMP has surpassed its additional density targets. City information indicates that while the SWCAMP projected 2.5 to 10 units per acre, actual development densities range from 5 to 20 units per acre. The proposed general plan amendment reflects a growing community need for residential uses in the previous growth projections.

(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or

As to subsection b, the Governing Body has already designated the adjacent 16.3 acres for community commercial development. There is a very limited amount of existing and planned community commercial uses in the area and approval of the general plan amendment will increase the viability and effectiveness of the planning already undertaken by the Governing Body and will serve the 400+ residential dwellings planned and approved in the immediate vicinity.

(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

As to subsection c, as addressed in this letter, there is an increased demand for residential uses on the west side of Santa Fe and the Governing Body has already planned for those uses.

3. Statement Addressing Rezoning Approval Criteria

The following addresses the approval criteria for the requested rezoning. To approve a rezoning:

(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

There was no mistake in adopting the R-3 zoning designation for the Property.

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

The 2008 settlement agreement between the City and County of Santa Fe memorialized a mutual policy effort to minimize urban sprawl and direct future urban development within the City of Santa Fe. The South Meadows interchange was built as part of the NM 599 Bypass project in the late 1990's, which created vehicular access to the area east of NM 599 including the Property. The increased residential density (both actual and planned) of surrounding properties for both residential and commercial uses, the City made the policy decision that this area is appropriate for the proposed level of residential uses.

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

As addressed above, rezoning the Property from R-1 to R-7 will build on the City's policy decision in designating the area for Low Density Residential uses as part of

annexation of the area to the City when the City made the decision to provide for residential uses within an area planned for Low Density Residential use. Approval of the Application will maximize returns on the investments made to enact the City-County settlement agreement and to build NM 599 including the South Meadows interchange, providing residential uses within approved neighborhoods and enhancing Santa Fe's compact urban form.

(2) all the rezoning requirements of Chapter 14 have been met.

We assert that all the rezoning requirements of Chapter 14 have been med. Evidence for this is provided in the other responses provided within this application.

(3) the rezoning is consistent with the applicable policies of the General Plan, including the future land use map.

In conjunction with and prior to consideration of the rezoning request, the Applicant has requested that the Governing Body the General Plan's Future Land Use Map (FLUM) to change its designation from Very Low Density Residential (1-3 dwellings per acre) to Low Density Residential. Approval of the General Plan amendment would provide for consistency with this requirement prior to the Governing Body's consideration of the request that the FLUM be amended.

(4) the amount of land proposed for the rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.

The city has not quantified the rate and growth over time. As addressed in the response to the first General Plan amendment criteria, above, residential development in the vicinity has surpassed density targets. The proposed rezoning and planned land uses reflect a growing community need for residential uses. The Property exceeds the two-acre threshold set forth in 14-3.5(C)(2)(b).

(5) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

The Property is served by the Highway 599/South Meadows interchange and is in an area of ongoing development. In conjunction with those development activities, streets, sewer and water lines have been and are being extended into the area east of the interchange. Development of the Property is planned to occur in conjunction with development of the adjacent 16.3 acre parcel to the west and such development will be required to ensure provision of streets and services to the project in compliance with Chapter 15. Substantial existing park land exists just to eh east of the Property within Romero Park. The closest fire station is Fire Station 8 located at 6796 Jaguar about 2.5 miles from the Property. As

the west side of Santa Fe continues to develop, additional fire services in the area will be needed and development of the Property and adjacent 16.3 acre property will generate funds that can be used to maintain adequate levels of fire service.

(6) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

Recognizing that the vicinity of the Property has been planned and some residential projects have been approved, the zoning districts and approved projects show that the area on the east side of the South Meadows interchange is planned for a mix of residential and neighborhood-serving commercial uses. The SWCAMP provides a finer level of detail regarding the desired uses. The Plan includes the Property within an area planned for Low Density Residential designation. Amendment of the General Plan Future Land Use designation for the Property from Very Low Density Residential to Low Density Residential is part of the Application and the Governing Body will consider that request prior to the rezoning application. Should that request be approved, then the proposed rezoning will be consistent both with the Future Land Use Designation as well as applicable General Plan policies as addressed herein.

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

The 7.01-acre Property is more than 2 acres and therefore meets the requirements of subsection b.

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

As addressed herein, development of the Property for Low Density Residential uses will benefit the planned residential development in the immediate vicinity of the Property by providing needed housing.

If you have any questions about the application, please let me know.

Sincerely,

Karl H. Sommer

cc: Montoya y Garcia

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-

A RESOLUTION

AMENDING THE GENERAL PLAN'S FUTURE LAND USE MAP FROM VERY LOW DENSITY TO LOW DENSITY, FOR APPROXIMATELY 0.27 ACRES OF LAND AT PARCEL NUMBERS 99312180 AND APPROXIMATELY 0.46 ACRES OF LAND AT 99312181, WITHIN THE CITY OF SANTA FE (CASE NO. 2025-10766).

WHEREAS, Sommer Karnes and Associates, LLP ("the Agent") on behalf of Montoya y Garcia LLC ("the Owner") submitted a General Plan Amendment application to the City of Santa Fe ("City") to amend the Future Land Use Map ("the Amendment"); and

WHEREAS, pursuant to SFCC 1987 14-2.1(C)(2)(II), the Governing Body must amend the General Plan before approving a change to a zoning district designation that is inconsistent with the land use classification shown on the General Plan's Future Land Use Map ; and

WHEREAS, pursuant to NMSA 1978, Section 3-19-9(A), and SFCC 1987 Section 14-2.1(C)(5)(I)(f), the City may amend its General Plan with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the City which will, in accordance with existing and future needs, best promote health, safety, morals, order, convenience, prosperity or the general welfare as well as efficiency and economy in the process of development; and

WHEREAS, pursuant to SFCC 1987 Section 14-2.1(B)(1)(II)(b), the Amendment requires an early neighborhood notification ("ENN") meeting, and one ENN was held on April 24, 2025 and no members from the public attended; and

WHEREAS, SFCC 1987 Table 2-1 requires the Planning Commission review and recommend proposed revisions and amendments to the General Plan to the Governing Body; and

WHEREAS, on May 7, 2026, the Planning Commission, reviewed evidence related to the Amendment, held a public hearing, and voted to recommend to the Governing Body a change to the General Plan Future Land Use Map from very low density to low density; and

WHEREAS, on August 26, 2026, the Governing Body held a public hearing on the Amendment, reviewed the staff report, the recommendation of the Planning Commission, the evidence presented at the public hearing, and determined that the proposed amendment to the General Plan, as recommended by the Planning Commission, meets the approval criteria as set forth in SFCC 1987 Section 14-2.1(C)(5).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the General Plan Future Land Use Map is amended to change the designation of approximately 0.27 acres of land at parcel number 99312180 and approximately 0.46 acres of land at parcel number 99312181 from "Very Low Density" to "Low Density" within the City of Santa Fe, as shown in Exhibit A, attached hereto.

PASSED, APPROVED, and ADOPTED this_____day of _____2026.

_____

MICHAEL J. GARCIA, MAYOR

10772.0

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

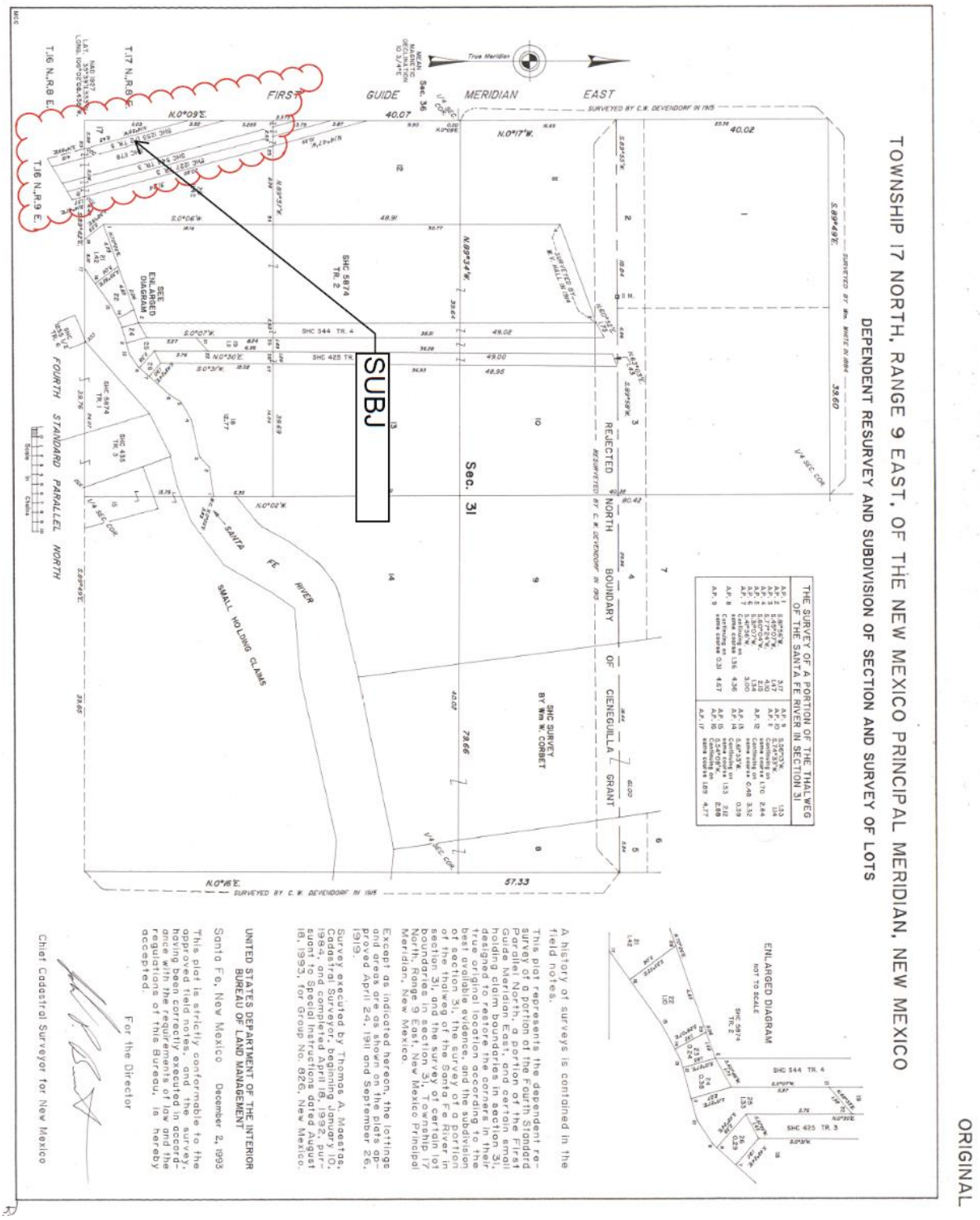
Marcos Martinez (Aug 13, 2026 13:29:47 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

*Legislation/ Land Use Legislation/Resolutions/2780 S. Meadows Rd Rezoning Case #*2025-10766

10772.0

Attachment A



A history of surveys is contained in the field notes.

This plat represents the dependent resurvey of a portion of the Fourth Standard Parallel North, a portion of the First Guide Meridian East, and certain small holding claim boundaries in section 31, designed to restore the corners in their true original location according to the best available evidence, and the subdivision of section 31, the survey of a portion of the thalweg of the Santa Fe River, the meanders of certain boundaries in section 31, Township 17 North, Range 9 East, New Mexico Principal Meridian, New Mexico.

Except as indicated hereon, the lottings and areas are as shown on the plats approved April 24, 1911 and September 26, 1919.

Survey executed by Thomas A. Maestas, Cadastral Surveyor, beginning January 10, 1984, and completed April 18, 1992, pursuant to Special Instructions dated August 18, 1993, for Group No. 826, New Mexico.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Santa Fe, New Mexico December 2, 1993

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Chief Cadastral Surveyor for New Mexico

To: Governing Body

From: Carly Venditti, Metropolitan Redevelopment, Deputy Director

CC: Andrea Phillips, Deputy City Manager
Brian Moya, Interim City Manager

Date: August 21, 2026

RE: Appointment of Metropolitan Redevelopment Commissioner, Danika Padilla

ITEM AND ISSUE:

The Metropolitan Redevelopment Agency respectfully requests the appointment of Danika Padilla to the Metropolitan Redevelopment Commission, as an individual with expertise in the public, private and non-profit sectors with over 15 years, her career has been curated by service to and for the community. As the current Assistant Director for Regional Community Development's Noth Central Economic Development District, Danika Padilla's experience will add support to the Metropolitan Redevelopment Commission as it continues to pursue public private partnerships. (Carly Venditti, Asset Development Manager, cavenditti@santafenm.gov).

ACTION: Appointment of Danika Padilla to the Metropolitan Redevelopment Commission for a term of five years.

Attachments:

1. Danika Padilla, Resume

Danika Padilla

[redacted]

Santa Fe, New Mexico

Experienced public affairs professional, with community development, economic development and extensive stakeholder engagement experience. 15+ years of experience building and leading coalitions across New Mexico, including direct experience in planning, community development and advocacy. Skilled in communications and strategic planning, with strong programmatic and fiscal oversight of complex muti-state projects.

Creative problem solver, painter, and avid hiker. Lover of spicy food, good books and long walks.

RELEVANT EXPERIENCE

Regional Community Development

Assistant Director **May 2026 - Present**

North Central Economic Development District ***Santa Fe, New Mexico***

- Support regional economic development strategies that strengthen local economies, and align community priorities with long-term growth.
- Work with local governments, elected officials, public agencies, community partners, and private-sector stakeholders to advance projects led by northern New Mexico communities.
- Translate broad economic development goals into actionable programs, partnerships, and implementation strategies.
- Support public-facing communication and relationship-building efforts that help diverse partners understand shared goals and project priorities.

Vice President, State Initiatives **December 2026 - May 2026**

Education At Work ***Santa Fe, New Mexico***

- Led statewide programming for national education non-profit focused on expanding access to work-based learning and workforce development strategies.
- Established relationships with diverse stakeholders and led local stakeholder engagement with elected officials, community leaders, business associations.
- Led statewide communication strategy to engage stakeholders through formal media campaigns.

Vice President, Social Impact & Sustainability **April 2018 - April 2024**

Meow Wolf, INC ***Santa Fe, New Mexico***

- Established and scaled company approach to social impact and environmental responsibility (CSR/ESG) for a multistate arts and entertainment company with $50M+ annual revenue, 1200+ employees and 5 exhibitions in operation.
- Managed and mentored 12 employees in five states; New Mexico, Nevada, Colorado, Texas and California, including performance reviews and coaching.
- Managed department budget of $2.5 M annually; including regular budget forecasting and reporting.
- Led third party compliance reporting for B Corp Certification of 200+ ESG metrics; increased Meow Wolf's B Corp Score by 37% in 2022; used established impact framework.
- Invested more than $5M in grant funding in local communities; developed and administered corporate giving and grantmaking programs focused on serving diverse stakeholders.
- Served as primary liaison between company and community members, led and grew relationships based on mutual benefit and trust with strategic community members and key elected officials.

Public Affairs Experience

Strategic Advisor **January 2025 - Present**

Self Employed Santa Fe, New Mexico

- Advise clients on public affairs and organizational development, including nonprofits, elected officials, and mission-driven companies. Facilitate multi-party conversations to resolve concerns and keep projects moving.
- Design campaigns and stakeholder engagement plans that center target communities to build durable support for causes such as environmental justice, arts, and economic initiatives.

[redacted]

[redacted]

Santa Fe, New Mexico

- Clients included Education at Work, New Mexico Sustainable Business, Secretary of State Maggie Toulouse Oliver and Attorney General Raul Torrez.

New Mexico State Director **July - November 2024**
Kamala Harris for President Santa Fe, New Mexico

- Led statewide campaign for the Harris/Walz Presidential campaign to win 5 electoral votes..
- Built and managed a statewide coalition of advocacy organizations, tribal leaders, elected officials, labor unions, and community leaders, including daily stakeholder management.
- Directed statewide campaign operations, communications, volunteer management, and media strategy.
- Negotiated complex stakeholder relationships to advance campaign goals.

Managing Director **February 2017 - March 2018**
Rio Strategies, LLC ***Albuquerque, New Mexico***

- Led day to day operations for a public affairs firm, working with more than 20 public, private and non-profit clients on a variety of fundraising, strategic communications and public engagement initiatives, including direct management of 20+ employees and office operations.
- Implemented standard operating procedures; including client management, document control, fundraising procedures and project management.
- Managed and mentored 20+ employees, with onboarding, evaluations and served as human resources.

Finance Operations Manager, South Central Region **March 2014 - November 2016**
Hillary for America, Presidential Campaign ***Austin, Texas***

- Served on the national fundraising team for Hillary Clinton's 2016 presidential campaign. Executed 200+ high profile events for Secretary Clinton, President Clinton, and campaign surrogates.
- Raised over $41 million to Hillary for America, Hillary Victory Fund, and Action Fund from major donors in Arkansas, Colorado, New Mexico, Oklahoma and Texas.
- Cultivated major donor gifts up to $25,000 from individual donors.
- Directly managed 2 employees, and 50+ major donors across the region.
- Planned, managed and executed over 200 high profile fundraising events across 5 states working with hundreds of vendors, secret service and on impossible timelines.

Fundraising and Impact Consultant **2010 - 2014**
Self-Employed ***Washington, DC & Seattle, WA & Albuquerque, NM***

Extensive experience in public affairs, fundraising, communications, social impact and advocacy through political campaigns, 501c3 nonprofit engagement, and direct government advocacy in Washington, DC, for projects and clients including:

NM Secretary of State Maggie Toulouse Oliver	Office of Representative Jay Inslee
NM Attorney General Raul Torrez	Office of Senator Maria Cantwell
Albuquerque Mayor Tim Keller	Washington Conservation Action
Albuquerque Public Schools	Washington Conservation Voters

EDUCATION B.S. in Urban Planning & Environmental Science, Emphasis in Public Policy
Washington State University
MBA from University of New Mexico anticipated December 2027

LEADERSHIP	**AWARDS**	**SPEAKING ENGAGEMENTS**
Santa Fe Community College Foundation, Vice President, Former Secretary & Board of Directors, 2018-Present Meow Wolf Foundation, Secretary & Board of Directors, 2022-2024 Emerge New Mexico, Former President & Board of Directors, 2018-2022	Woman of Influence, Albuquerque Business First, 2021 Fast Company, Most Innovative Companies, Most Influential Companies for Social Impact, Meow Wolf, 2020	"Stimulating the Creative Economy" - New Mexico Creative Industries Week, 2024 "Art of Impact" - Rainbow Rainbow Opening Celebration, 2023 "Sustainability in Themed Entertainment" - Greenloop Conference, 2023

To: Governing Body

From: Carly Venditti, Metropolitan Redevelopment, Deputy Director

CC: Andrea Phillips, Deputy City Manager
Brian Moya, Interim City Manager

Date: August 21, 2026

RE: Appointment of Metropolitan Redevelopment Commissioner, Justin Martin

ITEM AND ISSUE:

The Metropolitan Redevelopment Agency respectfully requests the appointment of Justin Martin to the Metropolitan Redevelopment Commission, as an individual with 20 years of expertise in in private and non-profit real estate development. Justin Martin's experience ranges from real estate development and historic preservation in the Brooklyn Navy Yard to real estate investment and development with his current firm, Orion Companies. This expertise will add support to the Metropolitan Redevelopment Commission as it continues to expand and execute the vision of the Midtown Project. (Carly Venditti, Asset Development Manager, cavenditti@santafenm.gov).

ACTION: Appointment of Justin Martin to the Metropolitan Redevelopment Commission for a term of five years.

Attachments:

1. Justin Martin, Resume

J. JUSTIN MARTIN

[redacted]

PROFESSIONAL EXPERIENCE

Orion Companies / Mountain West, 2018-PRESENT

Partner for real estate investment, and development firm

- Acquired and repositioned the Virginian Lodge and RV Park in Jackson Hole.
- Acquired 50 King Street, an office and retail building in Jackson Hole.
- Developing the Mason, $60M ground-up condo and repositioning in Park City.
- Developing Wildair, a ground-up condo in Steamboat Springs.

URBAN MUSE / New York City, 2011-2018

Director of Development and Head of Acquisitions for real estate development firm

- Acquired and developed 347 Bowery, $40M acquisition and ground-up development project with residential and retail.
- Acquired and developed 33 Park Row, $130M acquisition and ground-up development project with residential and retail.
- Managed development, including entitlement, debt/equity raising and build-out.

YOUNGWOO & ASSOCIATES / New York City, 2008-2010

Development Manager for real estate development firm

- Won the RFP for the Hudson River Park's Pier 57, a $350M project slated for redevelopment as retail in West Chelsea.
- Acquired former AIG Insurance headquarters (70 Pine St and 72 Wall St) with over 1.2M SF for $100M.
- Managed investment in and development of a 2,000-acre vineyard with residential estates in Mendoza, Argentina.

BROOKLYN NAVY YARD / Brooklyn, 2007-2008

Vice President of Development for non-profit development corporation

- Oversaw redevelopment of 300-acre industrial park with 4M SF of leasable space and 240 tenants.
- Planned 2M SF expansion of additional industrial and commercial real estate.
- Placed umbrella financing that led to the development of first speculative multi-story, LEED-certified industrial building.
- Negotiated ground lease for development of tenant-financed office and warehouse.
- Master-planned underutilized areas and implemented restructuring of buildings for highest and best uses.

ZEPHYR MANAGEMENT / New York City, 2002-2005

Investment Associate for private equity firm with real estate funds

- Invested in tax exempt bond and low-income housing tax credit projects, distressed real estate assets, defaulted municipal bonds and redevelopment deals.
- Worked directly with Managing Partner to source transactions, generate prospective investments and manage existing assets.
- Negotiated and structured investments in residual receipt notes secured by federally subsidized real estate assets.
- Oversaw investment in a multifamily redevelopment project including acquisition in bankruptcy court, bond issuance, allocation of tax credits and significant rehabilitation.
- Received $10M in low-income housing tax credits in competitive Philadelphia market for a redevelopment project.
- Raised follow-on real estate fund with committed capital of $100M.

NEW YORK CITY PUBLIC ADVOCATE / New York City, 1996-1999

Associate Policy Analyst for citywide elected official

- Researched, wrote, and edited reports, speeches, and testimony on numerous consumer and health care issues; covered by the *New York Times*, *Washington Post*, *U.S. News & World Report* and *Money.*

ACADEMIC EXPERIENCE

COLUMBIA UNIVERSITY / New York City, 1999-2002

Master of Science, Real Estate Development and Historic Preservation

- Thesis – Predictability of Performance: Older Buildings in the Secondary Market.
- Selected for Columbia Business School's Entrepreneurial Greenhouse Program; awarded Second Prize in the Weil Business Plan Competition and Second Prize in JP Morgan Chase's Community Development Competition in Real Estate.
- Teaching Assistant (2000-2002).

GEORGE MASON UNIVERSITY / Fairfax, Virginia, 1988-1993

Bachelor of Arts, Dual Degrees in History and English

- Varsity Crew, Men's Heavyweight Eight; leader of starboard oarsmen.

PERSONAL Sailed single-handed from Virginia to Key West/Dive Boat Captain and Divemaster (1993-1996); world travel (2005-2006).

CITY OF SANTA FE, NEW MEXICO

PLANNING AND LAND USE DEPARTMENT

MEMORANDUM

DATE: August 21, 2026

TO: Governing Body

VIA: Heather L. Lamboy, AICP Planning and Land Use Director

Maggie Moore, Assistant Planning and Land Use Director

FROM: Daniel A. Esquibel, Planning and Land Use, Current Planning, Planner Manager

ITEM:

Planning Commission appointment of Katherine Rivera, representing District 1

BACKGROUND AND SUMMARY:

In accordance with SFCC §14-2.2.D.4.III "Appointment and Term", Mayor Michael J. Garcia recommends the appointment of Katherine Rivera to the Planning Commission, representing District 1, to serve a full two-year term beginning August 26, 2026 and expiring August 26, 2028. Consistent with Chapter 14, Katherine Rivera shall continue to serve after the expiration date until a successor has been appointed and qualified.

A summary of Rivera's professional experience and community qualifications is included in the attached resume.

ATTACHMENTS:

Rivera Letter of Interest

Rivera Resume

Signature:

Email: hllamboy@santafenm.gov

6/12/2026

Katherine Rivera
[redacted]

The Honorable Michael Garcia
Mayor of the City of Santa Fe
200 Lincoln Avenue, Santa Fe, NM 87501

Dear Mayor Garcia,

I am writing to express my interest in serving on the Planning Commission for the City of Santa Fe. As a native Santa Fean with global experience, I am interested in using my experience to serve on this commission. I am confident that my familiarity with Santa Fe's history and sense of place would bring a much-needed perspective to this commission role in development review. As someone who remains current with the city's state of affairs, I am keenly aware of the many needs and challenges in the areas of land use and neighborhood issues. I care about Santa Fe's future growth.

It is with this background and knowledge that I desire to serve on the Planning Commission.

I look forward to the opportunity to discuss how my experience would be of value as well as hearing your vision and direction for the Planning Commission.

I have included my resume for your consideration.

I look forward to hearing from you.

Sincerely,

Katherine Rivera
[redacted]

Katherine Rivera

Katherine Rivera

PROFILE

Native Santa Fean with global experience. A collaborative problem-solver comfortable liaising across all organizational levels. Adept in business process review and analysis. An experienced negotiator who has managed customer and vendor relationships. Experienced in global supply chain and export control matters. Deep experience working with legal departments. Keen understanding of compliance. Actively involved in the community.

CONTACT

PHONE:
[redacted]

ADDRESS:
[redacted]

EMAIL:
[redacted]

[redacted]

WORK EXPERIENCE

Jones, Snead, Wertheim & Clifford P.A.: Business Office Manager
August 2018–present
Responsible for all business processes and activities for the law firm

Arrow Electronics: Global Operations Manger
Aug 2008 -July 2018
Established global corporate policies and global standards for a Fortune 100+ corporation. Led compliance team and installed new operating platform in multiple global locations. Responsible for Export Compliance initiatives. Implemented new policy procedures and workflow standards, Directed training initiatives.

Arrow Electronics, Alliance Division: Director of Operations
1996-July 2008
Directed vendor selection committees. Evaluated proposals and negotiated contracts with third party service providers. Created new compliance policies together with legal departments.

COMMUNITY ENGAGEMENT

Candidate for City Council, District 1: City of Santa Fe
2023 & 2025

Economic Development Advisory Board member, City of Santa Fe
Oct 2024 - present

Old Santa Fe Association Board member
Dec 2024- present

Trash Pandas volunteer
2022- present

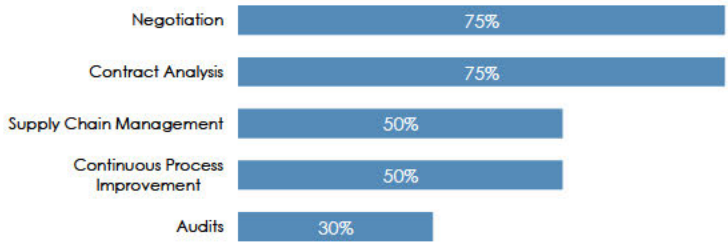
EDUCATION

Harvard University: Program on Negotiation for Senior Executives

University of Tulsa
BSBA, Operations Management & Engineering

St. Michael's High School, Santa Fe, NM

SKILLS



CITY OF SANTA FE, NEW MEXICO

PLANNING AND LAND USE DEPARTMENT

MEMORANDUM

DATE: August 21, 2026

TO: Governing Body

VIA: Heather L. Lamboy, AICP Planning and Land Use Director

Maggie Moore, Assistant Planning and Land Use Director

FROM: Daniel A. Esquibel, Planning and Land Use, Current Planning, Planner Manager

ITEM:

Planning Commission reappointment of Dr. Peter Smith, representing District 2

BACKGROUND AND SUMMARY:

In accordance with SFCC §14-2.2.D.4.III "Appointment and Term", Mayor Michael J. Garcia recommends the reappointment of Dr. Peter Smith to the Planning Commission, representing District 2, to serve a full two-year term beginning August 26, 2026 and expiring August 26, 2028. Consistent with Chapter 14, Dr. Peter Smith shall continue to serve after the expiration date until a successor has been appointed and qualified.

A summary of Smith’s professional experience and community qualifications is included in the attached resume.

ATTACHMENTS:

Smith Letter of Interest

Smith Resume

4/10/26

To Whom It May Concern:

I am currently a member of the Planning Commission and I wish to apply for reappointment to the Commission in June, 2026 when my seat becomes vacant.

Significant issues are in the process of being developed as the General Plan and the Code are being updated after years of inaction. As a result of this work, the Commission and the Governing Body will be facing significant decisions in the next 2-4 years regarding the future of both residential and commercial development in Santa Fe. These issues, along with the regular business of the Commission and the need to collaborate more transparently and effectively with the Santa Fe County Commission, inspire me to seek reappointment.

There are multiple critical issues facing the city when it comes to development. They include: affordable housing, neighborhood enhancement, better control over STRs, traffic control and bike safety, protecting the historic district and better regulation of commercial development throughout the city. The MidTown Campus project is critically important and giving more control to its oversight authority is critical as well. Finally, streamlining the development and approval process both technologically and procedurally is critically important as well.

My background in local and state politics as well as service over the years on many boards - public, private, non-profit and for-profit – give me strong credentials to be an effective member of the Commission during these important times. Working collaboratively with each other as well as with the staff and across the other sectors of city government is critical to improving our effectiveness and efficiency. For more information, please see my attached resume.

And I have secured the endorsement of Council Member Barrett and former city official Atty. Frank Katz should you want to check with them for their recommendation. And, if you would like additional recommendations, please let me know and I'll provide them.

Thank you for your consideration and, if you would like to interview me as part of this process, let me know.

Sincerely,

Peter Smith

2022 Foothills Rd

Santa Fe, 87505

954.218-0184

Dr. Peter Smith
2022 Foothills Rd.
Santa Fe, New Mexico
87505

Contact Information:
954.218.0184 (cell)
peter.smith3345@gmail.com

WORK HISTORY

April 26, 2020 – 12/31/22
Senior Advisor – Academic Innovations/Strategy
Orkand Chair
University of Maryland Global Campus
Advising President on Innovations and Strategic direction for UMGC.

September 2019 – April 24, 2020
Senior VP, Academic Affairs (interim)
University of Maryland Global Campus
Responsible for overseeing the complete re-alignment of the Academic Affairs unit as well as all Academic Operations and practices affecting UMGC's 90,000 students and 6000 faculty and staff working on 4 continents.

April 4, 2016 – September, 2019
Professor of Innovative Practices in Higher Education
The Orkand Endowed Chair
University of Maryland Global Campus
At UMUC, I advised the President and the Chief Academic Officer on strategies, programs and practices needed to position the University in the forefront of change as the disruption of higher education continues. To date, this has included the writing and publication of my 4th book, Free-Range Learning in the Digital Age: The Emerging Revolution in College: Career, and Education. (SelectBooks, NYC, 2018). I am also leading a development project called "Qualified!". Qualified! will employ technologically-enhanced services and supports to a) assess prior and non-college learning comprehensively and b) link the learning that is assessed to academic as well as employment outcomes.

January 1, 2014 – April 3, 2016

Founding President, Open College at Kaplan University (OC@KU); now the Open College at Purdue Global.
As the founding president, I was tasked with the conception, development, and establishment of an entirely new type of college. OC@KU uses free educational course material available on the web to support learners as they complete Individualized Learning Plans (ILPs) towards a competency-based degree in Professional Studies. The college also offers assessment of prior learning, including experiential learning, to maximize the recognition of what the entering student already knows and is able to do. This also reduces time and cost to earn the degree.

June, 2007 – January 1, 2014
Senior Vice President, Academic Strategies and Development, Kaplan Higher Education, Fort Lauderdale, Florida.
I was part of the team that ultimately earned Kaplan University a 10-year accreditation from North Central Schools and Colleges.
As the senior academic officer at Kaplan Higher Education, I was the senior in-house voice for the academic programs. Additionally, I was responsible for the development and implementation of two initiatives aimed at improving academic quality at Kaplan Higher Education. The first is an academic quality assurance initiative which has developed a set of policies which, taken collectively, define the "gold standard" for online and blended education. They provide the basis for "best practice" identification and implementation and a QA process which employs metrics to move Kaplan Higher Education toward those standards through a continuous improvement process. The second is an academic strategic initiative, assessing prior learning, which has repositioned Kaplan Higher Education for emerging adult learner markets. I reported directly to the CEO of Kaplan Higher Education. Additionally, I spent time outside of Kaplan speaking and participating in policy events in an attempt to "change the conversation" about higher education in the 21st century.

Fall, 2004 – June, 2007
Assistant Director General for Education, United Nations Educational, Scientific, and Cultural Organization, Paris, France
As the ADG/Ed, I was responsible for the supervision and management of more than 700 full and part time staff located in over 30 countries around the world. I reported directly to the Director General of UNESCO and was actively involved in leading a successful, sector-wide management reform requested by UNESCO's General Conference. The reform package was endorsed by the Director General and approved by the Executive Board and the General conference. Headquartered in Paris, UNESCO's Education Sector serves the Ministries of Education in the world's less developed and emerging nations as their trusted intellectual advisor and advocate in developing and supporting national educational plans and strategies. UNESCO's span of responsibility in education ranges from early childhood education to tertiary education and lifelong learning. The budget is over $1 billion per biennium.

January, 1995- June, 2005

Founding President, California State University Monterey Bay
Established by Executive Order of the Governor in 1994, California State University, Monterey Bay (CSUMB) is part of the California State University system. CSUMB first opened its doors to students in September, 1995. As the university's founding president, I served for more than ten years and was responsible for all aspects of leadership and development of the institution, working closely and successfully with the founding faculty. The university is widely recognized for several core characteristics including an outcomes-based curriculum, a strong science and technology program, the first wireless computer network on a public university campus in America, a focus on first generation college students, and a commitment to service learning as a core component of the curriculum. During the years of my presidency, the university went through all stages of accreditation to a status of full accreditation for a period of ten years. The university also raised almost $100 million from external sources for the development of program and facilities, exclusive of faculty research grants. Upon my resignation, I was awarded the rank of President Emeritus and Professor of Public policy by the CSU Board of Trustees.

July, 1991-December, 1994
Dean, Graduate School of Education and Human Development, George Washington University, Washington, DC
Hired by President Trachtenberg in the summer of 1991, my assignment was to reform and re-invigorate a graduate school of education that he feared was sliding towards mediocrity. During my three and a half years as Dean, the GSEHD increased its student body significantly, earned a new facility, and added highly talented and diverse core faculty including my successor Dean, Dr. Mary Hatwood Futrell. As a result of this base-building work and the increased financial support it earned from the president, the GSEHD was recognized as one of the leading professional schools in the mid-Atlantic region and one of the top 50 in America shortly after my resignation.

January-June, l991
Senior Fellow, American Council on Education, Washington, D.C.
I researched and wrote a paper entitled, *Radical Reconstruction of Domestic Human Resource Policy* which analyzed demographic information and economic changes and described better human resource strategies for education specifically and domestic policy more generally.

January-July, 1991
Executive Director, National Commission on Responsibilities for Financing Post-Secondary Education, Washington, D.C.
I served as the founding director of this Congressionally-mandated panel charged with proposing significant restructuring of the nation's financial aid system. The Commission's report, *Making College Affordable Again*, was published and considered in the 103rd Congress.

1989-1990

Member, United States House of Representatives, Congressman-at-Large, Washington, D.C.
Elected in the State of Vermont, in the Congress I served as a member of the Education and Labor and Government Operations Committees. I also served on the post-secondary education sub-committee.

1986-1988
Vice President for Development, Norwich University, Northfield, Vermont
As the University's first Vice President for Development, my responsibility was the design and implementation of Norwich 2000, the first comprehensive Capital Fund Drive undertaken by the University. The goal announced at the kick-off was $12,000,000. The drive was ultimately concluded, having raised over $18,000,000.

1982-1986
Lieutenant Governor, State of Vermont
- Executive Committee, National Conference of the Lieutenant Governors
- Chairman, Lieutenant Governors' Task Force on Education and Economic Growth

1980-1982
Vermont State Senator
- Member, Senate Education Committee

1978-1980
President, Hunger Mountain Associates
I ran a small consulting company, Hunger Mountain Associates, in Montpelier, Vermont. During this period of time, I received the Mina Shaughnessy award from FIPSE and conducted the interviews which ultimately led to the publishing of my first book, Your Hidden Credentials , three years later.

1970-1978
Founder and First President of the Community College of Vermont.
I led the successful effort to design and implement Vermont's statewide Community College. This work included the design of the college's innovative operating, administrative, academic, and assessment systems. In external affairs, I led the successful efforts that allowed the college to join the state system, develop a strong public funding base with the legislature, and gain full accreditation from New England Association of Schools and Colleges. Upon my resignation, I was awarded the rank of President Emeritus.

1975-1976
Director, Office of External Programs, Vermont State Colleges.
I accepted this additional assignment from the Chancellor of the Vermont State College System in 1975. My task was to create the Office of External Programs, including an External Baccalaureate Degree program for non-traditional students and a portfolio assessment program for evaluating students' experiential learning done outside of college.

EDUCATION

Harvard University Graduate School of Education
Cambridge, Massachusetts

- Doctor of Education in Administration Planning and Social Policy, 1984
- Master of Arts in Teaching, 1970

Princeton University
Princeton, New Jersey

- Bachelor of Arts, Magna Cum Laude, 1968

Phillips Academy
Andover, Massachusetts, 1960-1964

Vermont Public Schools
Burlington, Vermont, 1951-1960

NATIONAL and Local BOARDS - Current

Santa Fe City Planning Commission, 2022 – present.

Sterling College Board of Trustees, 2024 – present.

Association of Governing Boards Senior Fellow and Consultant, 2019 – present

Leon & Sylvia Panetta Institute for Public Policy National Board of Directors, Member. September 2002- present.

Previous

Distance Education Accreditation Commission – May, 2023 – January, 2026.

SARA National Council Member, February, 2017 – 2023. Interstate authorization and regulatory agency for online and multi-state post-secondary education offerings.

National Center for Higher Education Management Systems, October 2012- 2023; 1975-1978 (At age 30, I was the youngest Member of the Board in its history and served to completion of term in 1978.);

Strada Institute for the Future of Work – External Advisory Committee; Spring, 2018 – 2020.

Vermont College of Fine Arts, Montpelier, Vermont, founding board member, 2008-2021.

Pearson Council of Advisors – advisor to the company, 2019 – 2021

Global Open Education Consortium, February, 2017 – 19.

Western Interstate Commission for Higher Education Council on Educational Technology, Executive Committee, 2013-2017; Chair 2015 - 2016.

The President's Forum, Executive Committee, 2010- 2015; member emeritus – present.

National Survey of Student Engagement, National Advisory Council, 2013-2016.

National Student Clearinghouse, Advisory Committee, 2013 - 2016

Committee for Economic Development, Washington DC, Board of Trustees. 2008- 2014.

The SpringBoard Project, member, board of Advisors, sponsored by the Business Roundtable. Report issued December 9, 2009.

The National Steinbeck Center, Vice Chair for Long Range Planning and member of Board of Trustees. 2000- 2005.

American Council on Education, Commission on Government and Public Affairs, Member. June 2000-03.

California Council on Science and Technology, Member, 1997-1999.

Wingspread Group On Higher Education, Member. Convened by the Johnson Foundation, with support from the Hewlett Foundation and the Lilly Endowment, this working group was charged with responding to the question, *What Does Society Need From Higher Education?* Chaired by Hon. William Brock, the group issued a report during the Fall, 1993.

National Research Council, Commission on Behavior and Social Sciences and Education; Board on Testing and Assessment, Member, 1994.

Carnegie Forum on Education and Economic Development, 1985-1988. Invited by President of Carnegie Corporation, Dr. David Hamburg, to advise both on its forum, a 10-year initiative undertaken by the Carnegie Corporation, as well as on its education, science, and technology grant program. This group birthed two important educational reform groups, both still operating today: The National Board of Professional Teaching Standards and The National Center for Education and the Economy.

Board of Directors, Fund for Improvement of Post-Secondary Education, Chairman. 1984-1986. Invited by Secretary of Education, Dr. Terrell Bell. After one year's service, asked in fall of 1984, by Dr. Bell, to become Chairman of the Board. The Board advised the Secretary of Education and staff of FIPSE with regard to grant awards and overall policy regarding innovation and post-secondary education.

Education Commission of the States, 1980-1986. State Commissioner to ECS, Member of Executive Committee 1984 and 1985. Chairman, Program Committee, 1985. Chairman, Policy Committee, 1986. During this period of time in ECS history, I worked closely with Governors James Hunt, Thomas Kean, and Charles Robb to "restart" ECS under Dr. Frank Newman and join the national response to *A Nation At Risk.* ECS is the major national forum for discussion of educational policy issues by state political and educational leaders. Formed in 1966 by Dr. James Bryant Conant and Governor Terry Stanford (D-North Carolina). ECS is governed by an interstate compact. All states and territories are members.

Council for the Advancement of Experiential Learning (CAEL), 1974-1986. Founding member and charter officer. As Secretary of CAEL Board, served as officer during formative years of organization. CAEL has become the leading authority on experiential learning in U.S. During its formative years, CAEL conducted research on good practice in assessment of experiential learning and published several seminal works on principles of good practice in assessment of experiential learning. The group is credited, more than any other, with bringing experiential learning and its assessment to the forefront as a legitimate educational enterprise.

Signature:

Email: hllamboy@santafenm.gov

4/10/26

To Whom It May Concern:

I am currently a member of the Planning Commission and I wish to apply for reappointment to the Commission in June, 2026 when my seat becomes vacant.

Significant issues are in the process of being developed as the General Plan and the Code are being updated after years of inaction. As a result of this work, the Commission and the Governing Body will be facing significant decisions in the next 2-4 years regarding the future of both residential and commercial development in Santa Fe. These issues, along with the regular business of the Commission and the need to collaborate more transparently and effectively with the Santa Fe County Commission, inspire me to seek reappointment.

There are multiple critical issues facing the city when it comes to development. They include: affordable housing, neighborhood enhancement, better control over STRs, traffic control and bike safety, protecting the historic district and better regulation of commercial development throughout the city. The MidTown Campus project is critically important and giving more control to its oversight authority is critical as well. Finally, streamlining the development and approval process both technologically and procedurally is critically important as well.

My background in local and state politics as well as service over the years on many boards - public, private, non-profit and for-profit – give me strong credentials to be an effective member of the Commission during these important times. Working collaboratively with each other as well as with the staff and across the other sectors of city government is critical to improving our effectiveness and efficiency. For more information, please see my attached resume.

And I have secured the endorsement of Council Member Barrett and former city official Atty. Frank Katz should you want to check with them for their recommendation. And, if you would like additional recommendations, please let me know and I'll provide them.

Thank you for your consideration and, if you would like to interview me as part of this process, let me know.

Sincerely,

Peter Smith

[redacted]

[redacted]

Dr. Peter Smith
[redacted]

[redacted]

WORK HISTORY

April 26, 2020 – 12/31/22
Senior Advisor – Academic Innovations/Strategy
Orkand Chair
University of Maryland Global Campus
Advising President on Innovations and Strategic direction for UMGC.

September 2019 – April 24, 2020
Senior VP, Academic Affairs (interim)
University of Maryland Global Campus
Responsible for overseeing the complete re-alignment of the Academic Affairs unit as well as all Academic Operations and practices affecting UMGC's 90,000 students and 6000 faculty and staff working on 4 continents.

April 4, 2016 – September, 2019
Professor of Innovative Practices in Higher Education
The Orkand Endowed Chair
University of Maryland Global Campus
At UMUC, I advised the President and the Chief Academic Officer on strategies, programs and practices needed to position the University in the forefront of change as the disruption of higher education continues. To date, this has included the writing and publication of my 4th book, Free-Range Learning in the Digital Age: The Emerging Revolution in College: Career, and Education. (SelectBooks, NYC, 2018). I am also leading a development project called "Qualified!". Qualified! will employ technologically-enhanced services and supports to a) assess prior and non-college learning comprehensively and b) link the learning that is assessed to academic as well as employment outcomes.

January 1, 2014 – April 3, 2016

Founding President, Open College at Kaplan University (OC@KU); now the Open College at Purdue Global.
As the founding president, I was tasked with the conception, development, and establishment of an entirely new type of college. OC@KU uses free educational course material available on the web to support learners as they complete Individualized Learning Plans (ILPs) towards a competency-based degree in Professional Studies. The college also offers assessment of prior learning, including experiential learning, to maximize the recognition of what the entering student already knows and is able to do. This also reduces time and cost to earn the degree.

June, 2007 – January 1, 2014
Senior Vice President, Academic Strategies and Development, Kaplan Higher Education, Fort Lauderdale, Florida.
I was part of the team that ultimately earned Kaplan University a 10-year accreditation from North Central Schools and Colleges.
As the senior academic officer at Kaplan Higher Education, I was the senior in-house voice for the academic programs. Additionally, I was responsible for the development and implementation of two initiatives aimed at improving academic quality at Kaplan Higher Education. The first is an academic quality assurance initiative which has developed a set of policies which, taken collectively, define the "gold standard" for online and blended education. They provide the basis for "best practice" identification and implementation and a QA process which employs metrics to move Kaplan Higher Education toward those standards through a continuous improvement process. The second is an academic strategic initiative, assessing prior learning, which has repositioned Kaplan Higher Education for emerging adult learner markets. I reported directly to the CEO of Kaplan Higher Education. Additionally, I spent time outside of Kaplan speaking and participating in policy events in an attempt to "change the conversation" about higher education in the 21st century.

Fall, 2004 – June, 2007
Assistant Director General for Education, United Nations Educational, Scientific, and Cultural Organization, Paris, France
As the ADG/Ed, I was responsible for the supervision and management of more than 700 full and part time staff located in over 30 countries around the world. I reported directly to the Director General of UNESCO and was actively involved in leading a successful, sector-wide management reform requested by UNESCO's General Conference. The reform package was endorsed by the Director General and approved by the Executive Board and the General conference. Headquartered in Paris, UNESCO's Education Sector serves the Ministries of Education in the world's less developed and emerging nations as their trusted intellectual advisor and advocate in developing and supporting national educational plans and strategies. UNESCO's span of responsibility in education ranges from early childhood education to tertiary education and lifelong learning. The budget is over $1 billion per biennium.

January, 1995- June, 2005

Founding President, California State University Monterey Bay
Established by Executive Order of the Governor in 1994, California State University, Monterey Bay (CSUMB) is part of the California State University system. CSUMB first opened its doors to students in September, 1995. As the university's founding president, I served for more than ten years and was responsible for all aspects of leadership and development of the institution, working closely and successfully with the founding faculty. The university is widely recognized for several core characteristics including an outcomes-based curriculum, a strong science and technology program, the first wireless computer network on a public university campus in America, a focus on first generation college students, and a commitment to service learning as a core component of the curriculum. During the years of my presidency, the university went through all stages of accreditation to a status of full accreditation for a period of ten years. The university also raised almost $100 million from external sources for the development of program and facilities, exclusive of faculty research grants. Upon my resignation, I was awarded the rank of President Emeritus and Professor of Public policy by the CSU Board of Trustees.

July, 1991-December, 1994
Dean, Graduate School of Education and Human Development, George Washington University, Washington, DC
Hired by President Trachtenberg in the summer of 1991, my assignment was to reform and re-invigorate a graduate school of education that he feared was sliding towards mediocrity. During my three and a half years as Dean, the GSEHD increased its student body significantly, earned a new facility, and added highly talented and diverse core faculty including my successor Dean, Dr. Mary Hatwood Futrell. As a result of this base-building work and the increased financial support it earned from the president, the GSEHD was recognized as one of the leading professional schools in the mid-Atlantic region and one of the top 50 in America shortly after my resignation.

January-June, l991
Senior Fellow, American Council on Education, **Washington, D.C.**
I researched and wrote a paper entitled, *Radical Reconstruction of Domestic Human Resource Policy* which analyzed demographic information and economic changes and described better human resource strategies for education specifically and domestic policy more generally.

January-July, 1991
Executive Director, National Commission on Responsibilities for Financing Post-Secondary Education, Washington, D.C.
I served as the founding director of this Congressionally-mandated panel charged with proposing significant restructuring of the nation's financial aid system. The Commission's report, *Making College Affordable Again*, was published and considered in the 103rd Congress.

1989-1990

Member, United States House of Representatives, Congressman-at-Large, Washington, D.C.
Elected in the State of Vermont, in the Congress I served as a member of the Education and Labor and Government Operations Committees. I also served on the post-secondary education sub-committee.

1986-1988
Vice President for Development, Norwich University, Northfield, Vermont
As the University's first Vice President for Development, my responsibility was the design and implementation of Norwich 2000, the first comprehensive Capital Fund Drive undertaken by the University. The goal announced at the kick-off was $12,000,000. The drive was ultimately concluded, having raised over $18,000,000.

1982-1986
Lieutenant Governor, State of Vermont
- Executive Committee, National Conference of the Lieutenant Governors
- Chairman, Lieutenant Governors' Task Force on Education and Economic Growth

1980-1982
Vermont State Senator
- Member, Senate Education Committee

1978-1980
President, Hunger Mountain Associates
I ran a small consulting company, Hunger Mountain Associates, in Montpelier, Vermont. During this period of time, I received the Mina Shaughnessy award from FIPSE and conducted the interviews which ultimately led to the publishing of my first book, Your Hidden Credentials , three years later.

1970-1978
Founder and First President of the Community College of Vermont.
I led the successful effort to design and implement Vermont's statewide Community College. This work included the design of the college's innovative operating, administrative, academic, and assessment systems. In external affairs, I led the successful efforts that allowed the college to join the state system, develop a strong public funding base with the legislature, and gain full accreditation from New England Association of Schools and Colleges. Upon my resignation, I was awarded the rank of President Emeritus.

1975-1976
Director, Office of External Programs, Vermont State Colleges.
I accepted this additional assignment from the Chancellor of the Vermont State College System in 1975. My task was to create the Office of External Programs, including an External Baccalaureate Degree program for non-traditional students and a portfolio assessment program for evaluating students' experiential learning done outside of college.

EDUCATION

Harvard University Graduate School of Education
Cambridge, Massachusetts

- Doctor of Education in Administration Planning and Social Policy, 1984
- Master of Arts in Teaching, 1970

Princeton University
Princeton, New Jersey

- Bachelor of Arts, Magna Cum Laude, 1968

Phillips Academy
Andover, Massachusetts, 1960-1964

Vermont Public Schools
Burlington, Vermont, 1951-1960

NATIONAL and Local BOARDS - Current

Santa Fe City Planning Commission, 2022 – present.

Sterling College Board of Trustees, 2024 – present.

Association of Governing Boards Senior Fellow and Consultant, 2019 – present

Leon & Sylvia Panetta Institute for Public Policy National Board of Directors, Member. September 2002- present.

Previous

Distance Education Accreditation Commission – May, 2023 – January, 2026.

SARA National Council Member, February, 2017 – 2023. Interstate authorization and regulatory agency for online and multi-state post-secondary education offerings.

National Center for Higher Education Management Systems, October 2012- 2023; 1975-1978 (At age 30, I was the youngest Member of the Board in its history and served to completion of term in 1978.);

Strada Institute for the Future of Work – External Advisory Committee; Spring, 2018 – 2020.

Vermont College of Fine Arts, Montpelier, Vermont, founding board member, 2008-2021.

Pearson Council of Advisors – advisor to the company, 2019 – 2021

Global Open Education Consortium, February, 2017 – 19.

Western Interstate Commission for Higher Education Council on Educational Technology, Executive Committee, 2013-2017; Chair 2015 - 2016.

The President's Forum, Executive Committee, 2010- 2015; member emeritus – present.

National Survey of Student Engagement, National Advisory Council, 2013-2016.

National Student Clearinghouse, Advisory Committee, 2013 - 2016

Committee for Economic Development, Washington DC, Board of Trustees. 2008- 2014.

The SpringBoard Project, member, board of Advisors, sponsored by the Business Roundtable. Report issued December 9, 2009.

The National Steinbeck Center, Vice Chair for Long Range Planning and member of Board of Trustees. 2000- 2005.

American Council on Education, Commission on Government and Public Affairs, Member. June 2000-03.

California Council on Science and Technology, Member, 1997-1999.

Wingspread Group On Higher Education, Member. Convened by the Johnson Foundation, with support from the Hewlett Foundation and the Lilly Endowment, this working group was charged with responding to the question, *What Does Society Need From Higher Education?* Chaired by Hon. William Brock, the group issued a report during the Fall, 1993.

National Research Council, Commission on Behavior and Social Sciences and Education; Board on Testing and Assessment, Member, 1994.

Carnegie Forum on Education and Economic Development, 1985-1988. Invited by President of Carnegie Corporation, Dr. David Hamburg, to advise both on its forum, a 10-year initiative undertaken by the Carnegie Corporation, as well as on its education, science, and technology grant program. This group birthed two important educational reform groups, both still operating today: The National Board of Professional Teaching Standards and The National Center for Education and the Economy.

Board of Directors, Fund for Improvement of Post-Secondary Education, Chairman. 1984-1986. Invited by Secretary of Education, Dr. Terrell Bell. After one year's service, asked in fall of 1984, by Dr. Bell, to become Chairman of the Board. The Board advised the Secretary of Education and staff of FIPSE with regard to grant awards and overall policy regarding innovation and post-secondary education.

Education Commission of the States, 1980-1986. State Commissioner to ECS, Member of Executive Committee 1984 and 1985. Chairman, Program Committee, 1985. Chairman, Policy Committee, 1986. During this period of time in ECS history, I worked closely with Governors James Hunt, Thomas Kean, and Charles Robb to "restart" ECS under Dr. Frank Newman and join the national response to *A Nation At Risk.* ECS is the major national forum for discussion of educational policy issues by state political and educational leaders. Formed in 1966 by Dr. James Bryant Conant and Governor Terry Stanford (D-North Carolina). ECS is governed by an interstate compact. All states and territories are members.

Council for the Advancement of Experiential Learning (CAEL), 1974-1986. Founding member and charter officer. As Secretary of CAEL Board, served as officer during formative years of organization. CAEL has become the leading authority on experiential learning in U.S. During its formative years, CAEL conducted research on good practice in assessment of experiential learning and published several seminal works on principles of good practice in assessment of experiential learning. The group is credited, more than any other, with bringing experiential learning and its assessment to the forefront as a legitimate educational enterprise.

CITY OF SANTA FE, NEW MEXICO

PLANNING AND LAND USE DEPARTMENT

MEMORANDUM

DATE:	August 21, 2026
TO:	Governing Body
VIA:	Heather L. Lamboy, AICP Planning and Land Use Director
	Maggie Moore, Assistant Planning and Land Use Director
FROM:	Daniel A. Esquibel, Planning and Land Use, Current Planning, Planner Manager

ITEM:

Planning Commission reappointment of Sascha Mc Ghee, representing District 3

BACKGROUND AND SUMMARY:

In accordance with SFCC §14-2.2.D.4.III "Appointment and Term", Mayor Michael J. Garcia recommends the reappointment of Sascha Mc Ghee to the Planning Commission, representing District 3, to serve a full two-year term beginning August 26, 2026 and expiring August 26, 2028. Consistent with Chapter 14, Sascha Mc Ghee shall continue to serve after the expiration date until a successor has been appointed and qualified.

A summary of Ghee’s professional experience and community qualifications is included in the attached resume.

ATTACHMENTS:

Ghee Letter of Interest

Ghee Resume

Signature:

Email: hllamboy@santafenm.gov

Dear Mayor Garcia and Members of the Santa Fe City Council,

I am writing to express my interest in being reappointed to the City of Santa Fe Planning Commission.

Since my appointment in April 2024, serving on the Commission has been both a meaningful and rewarding experience. I have gained a deeper understanding of land use, development review, and long-range planning, and I have greatly appreciated the opportunity to contribute to decisions that shape the future of our city.

As a Southside resident, I am particularly committed to equitable community development and ensuring that growth benefits residents across all neighborhoods. Throughout my term, I have sought to balance thoughtful planning, housing and economic development needs, and the preservation of the qualities that make Santa Fe unique. I believe that strong community engagement is essential to this work, and I have valued opportunities to listen to residents and consider a wide range of perspectives in our deliberations.

I have also been pleased to support the Planning and Land Use Department's ongoing efforts related to updates to Chapter 14 and the General Plan. These initiatives represent important opportunities to create a more responsive, sustainable, and inclusive framework for Santa Fe's future, and I look forward to continuing to contribute to their advancement.

Thank you for your consideration and for your continued service to our community. It would be an honor to continue serving on the Planning Commission and helping guide the thoughtful growth and development of Santa Fe.

Sincerely,

Sasha McGhee

SASHA MCGHEE

[redacted]

Collaborative management professional with 18 years' experience improving business and technical processes. Passionate about using technology as a tool for education and positive social impact.

PROFESSIONAL EXPERIENCE

Manager, IT Business & Internal Ops | Alterra Mountain Company, Santa Fe, NM **March 2022 – Feb 2026**

Act as Chief of Staff to the CTO, supporting the IT leadership operating cadence, communications, and cross-team alignment. Ensure CTO priorities translate into clear actions and measurable outcomes across the organization. Also support IT capital budget oversight and consolidated project portfolio management across IT.

IT PMO Portfolio Manager | Alterra Mountain Company, Santa Fe, NM **March 2022 – Feb 2026**

Oversaw a portfolio of IT projects and programs, ensuring alignment to organizational goals and business strategies, and supported program, project and change managers through initiation, planning, design and implementation.

Senior IT Project Manager | Alterra Mountain Company, Santa Fe, NM **June 2021 – March 2022**

Collaborated within the IT Program Management Office and across the Alterra Enterprise to implement solutions that met the needs of our internal and external stakeholders and created a stellar experience for our guests.

Management Consultant | Self-Employed, Santa Fe, NM **March 2020 – Present**

Oversaw a myriad of projects and initiatives from internal operational project management support to client engagement and content strategy for organizations across multiple industries.

Program Manager | Camber Outdoors, 501(c)(3), Remote **June 2019 – March 2020**

Developed the program strategy and executed on equitable workplace and professional development initiatives for organizations in the outdoor-industry and advanced the overall mission and goals of Camber Outdoors: to increase access and opportunities for women and people of color in workplaces in the outdoor and snowsports industries.

IT Project Manager | Denver Public Schools (DPS), Denver, Colorado **December 2016 – October 2018**

Managed cross-functional teams through the development of product and process improvement projects including defining goals, scope and success criteria, managing budgets, estimating schedules, facilitating Scrum events (backlog prioritization, sprint planning, daily scrum, sprint review, retrospective), managing risks, and developing change strategy

Senior Business Analyst | Denver Public Schools (DPS), Denver, Colorado **August 2015 – December 2016**

Led customer engagement, user research and analysis, requirements creation, UI design and knowledge transfer of product and process improvement projects; guided business, technical and quality assurance resources through project implementation

Business Consultant | ClickFox (later BryterCX), Remote **February 2012 – August 2015**

Managed corporate customer relationships from pre-sales to post implementation in a SaaS environment; engaged organizational leaders in creating customer experience goals and measures; delivered results-oriented experience analytics targeted toward understanding and predicting customer behaviors and improving product performance

Business Analyst II | TSYS, Atlanta, GA **May 2010 – December 2011**
Solutions lead for an enterprise credit card disputes management application - set scope, gathered requirements and identified potential impacts for system and regulatory projects; interviewed and shadowed call center representatives to understand user experience; developed wireframes, conducted A/B testing and trained users on new functionality

Business Analyst I | TSYS, Columbus, GA **April 2008 – May 2010**
Analyzed, designed and implemented changes to systems and business processes based on client and company needs; spearheaded business requirements gathering sessions for internal and external clients and created specifications and logic flowcharts for new processes

EDUCATION

- Master of Public Administration: Public Policy & Management, Columbus State University, GA
- Bachelor of Art: Organizational Communication, Columbus State University, GA

CERTIFICATIONS & TRAINING

- PMI Project Management Professional Certification (PMP) – License 2244927
- Harvard Women in Leadership Certification, 2023
- Change Management Practitioner Certification, Prosci (2018)

VOLUNTEER EXPERIENCE

- **Habitat for Humanity, Santa Fe, NM:** As a volunteer committee member, I contribute to the mission of building affordable housing and fostering strong communities. My role involves planning volunteer days and social activities for a group of young professionals interested in supporting the Santa Fe Habitat affiliate. I also collaborate with other dedicated volunteers and staff to support planning, outreach, fundraising, and project coordination efforts.
- **Planning Commission, City of Santa Fe:** As a volunteer Planning Commissioner with the City of Santa Fe, I collaborate with city officials and community members to review and guide development projects, ensuring they align with our city's long-term vision and regulatory standards. My role involves evaluating land use proposals, participating in public hearings, and providing recommendations on zoning, infrastructure, and environmental impact.

MEMORANDUM

DistrictDATE: August 21, 2026

TO: Governing Body

VIA: Heather L. Lamboy, AICP Planning and Land Use Director *[INT]*
Maggie Moore, Assistant Planning and Land Use Director [INT]

FROM: Daniel A. Esquibel, Planning and Land Use, Current Planning, Planner Manager [IN]

ITEM:

Planning Commission appointment of Sean Noonen, MBA, representing District 4

BACKGROUND AND SUMMARY:

In accordance with SFCC §14-2.2.D.4.III "Appointment and Term", Mayor Michael J. Garcia recommends the appointment of Sean Noonen, MBA to the Planning Commission, representing District 4, to serve a full two-year term beginning August 26, 2026 and expiring August 26, 2028. Consistent with Chapter 14, Sean Noonen, MBA shall continue to serve after the expiration date until a successor has been appointed and qualified.

ATTACHMENTS:

MBA Letter of Interest

June 26, 2026

[redacted]

Dear Mayor Garcia,

I am writing to express my interest in the Planning Commission seat for At Large Position. As a registered voter in District 4, I bring nearly two decades of experience in public sector infrastructure, federal grant management, and operational leadership to support thoughtful, compliant, and community-focused planning decisions.

As Managing Partner of Noonen-Martinez Consulting, Inc., I have led planning and compliance efforts for more than $460 million in public infrastructure funding. My work focuses on aligning complex projects with federal and state requirements, including 2 CFR 200 and Davis-Bacon Act compliance, while building efficient, audit-ready systems that ensure accountability and long-term performance.

My previous roles with the New Mexico Department of Finance & Administration and the Department of Transportation strengthened my expertise in federal program implementation, project management, and data-driven infrastructure planning. At NMDOT, I managed the statewide Traffic Monitoring Program, contributing to the development of the New Mexico Statewide Traffic Standards and ensuring compliance with FHWA reporting requirements, including HPMS.

In addition, my leadership in the New Mexico Army National Guard has reinforced my ability to manage complex operations, lead diverse teams, and make sound decisions in high-pressure environments while maintaining accountability for personnel, resources, and mission outcomes.

I am committed to supporting responsible growth, transparent decision-making, and infrastructure investments that serve the long-term needs of residents.

Thank you for your consideration.

Sincerely,

Sean Noonen

[redacted]

Professional Summary

Managing Partner of Noonen-Martinez Consulting, Inc., a firm specializing in government infrastructure delivery, federal grant compliance (2 CFR Part 200), and community-centered planning. Brings nearly two decades of leadership experience across public sector transportation, finance, and program oversight, with a strong foundation in federal program implementation, policy compliance, and data-driven decision-making.

Extensive expertise in project management, grants and contracts administration, and business process improvement within highly regulated environments. Proven ability to lead complex, multi-stakeholder initiatives, align operations with federal and state requirements, and implement efficient, audit-ready systems that strengthen accountability and performance.

Technical strengths include prevailing wage administration, certified payroll review, wage rate analysis, and contract compliance under the Davis-Bacon Act, as well as conducting audits and validating data integrity. Demonstrates a strong track record in supporting high-value funding initiatives, managing multimillion-dollar programs, and translating complex regulatory and financial requirements into practical, results-driven solutions.

Leadership experience in the New Mexico Army National Guard further strengthens capabilities in logistics, operations, and organizational leadership. Experience includes training future officers, leading large-scale supply chain operations, and managing personnel and resources in dynamic, high-pressure environments while maintaining mission readiness and operational effectiveness.

Experience

Noonen- Martinez Consulting, Inc.

Managing Partner / Founder - Public Policy Consultant - Compliance & Infrastructure Specialist

Led planning and compliance for over $460M in infrastructure funding to date. Oversaw Davis-Bacon Act compliance and State Prevailing Wage Act, prevailing wage enforcement, and certified payroll systems. Developed SOPs and provided technical assistance in 2 CFR 200 compliance and audit readiness. Led business process reengineering and modernization efforts through gap analysis, risk mitigation, and implementation planning. Supported large-scale energy and infrastructure initiatives through grant strategy, proposal development, and cross-sector partnership coordination, contributing to high-value funding awards. Conducted compliance audits, data validation, and system administration across multi-source funded projects to ensure accuracy, accountability, and regulatory alignment.

State of New Mexico Department of Finance and Administration (2021-2022)

Project Manager – Technical Assistance Supervisor/Grant Writer:

Managed the Technical Assistance and Grant Writing section of the Federal Grants Bureau. Oversaw the Federal grant intake process for the State to ensure all grant applications are accurate, complete, and

competitive. Provided technical assistance to all agencies and the Governor's office seeking technical assistance to enhance their grant application when applying for Federal Grant opportunities. Provided technical assistance in the areas of Project Management, authoring/co-authoring project and budget narratives, and completion of required federal forms. Utilized background in financial management, creating budgets, and federal grant management to collaborate with agencies during grant budget development to ensure compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 38 CFR 59 Grants to States For Construction or Acquisition of State Homes, and other applicable federal regulations to avoid violations and cost overruns for allowable costs. Co-authored Governor's Office $60 million awarded grant application to the US Department of Veteran Administration to construct new Veteran Home built in Truth or Consequences.

State of New Mexico Department of Transportation (2016-2021)

***Program Manager – Traffic Monitoring Program**:*

Managed the New Mexico Department of Transportation (NMDOT) Traffic Monitoring Program, directing statewide traffic data collection, validation, and reporting in alignment with Federal Highway Administration (FHWA) requirements. Led Highway Performance Monitoring System (HPMS) reporting and partnered with Metropolitan Planning Organizations and regional entities to ensure data consistency, accuracy, and compliance. Contributed to the development of the New Mexico Statewide Traffic Standards (NMSTS), establishing standardized methodologies and quality benchmarks for traffic data collection and reporting to support statewide planning and access management.

Oversaw traffic monitoring operations tied to highway construction projects, including administration and enforcement of Davis-Bacon Act (DBA/DBRA) and New Mexico Prevailing Wage Act requirements. Managed multiple concurrent projects, conducting wage analysis, ensuring contractor compliance, and resolving discrepancies. Utilized GIS tools and analytical methods to assess traffic trends, enhance data reliability, and support infrastructure investment decisions, including advancing multimodal data collection strategies.

Directed program financials from FY18–FY22, including budget development, funding justification, and contract expenditure oversight to support ongoing program improvements. Administered procurement and contracting activities in accordance with state purchasing regulations, 2 CFR 200, and FHWA requirements, ensuring proper documentation, cost control, and compliance throughout the procurement lifecycle.

Led and developed cross-functional teams, including contract specialists, field personnel, and analysts, while ensuring adherence to collective bargaining agreements. Strengthened operational performance by implementing standardized procedures, improving safety practices, and supporting workforce development through structured training and process enhancements.

State of New Mexico National Guard (2013-Present)

2d Battalion, 515th Regiment Training Institute- Officer Candidate Instructor:

Tasked with training future Army Officers in the New Mexico Army National Guard in developing SOPs, military writing, land navigation, military history, and tactics using the Experiential Learning Method and the Direct Learning Method. The goal is to prepare future leaders to understand the gravity of their decisions and how to make decisions in a designed high stress environment.

111th Sustainment Brigade Support Operations Section- Materials Management Branch Chief:

Served as a Senior logistics leader responsible for overseeing all aspects of supply chain operations within the brigade to support combat units. In a training environment, managed the receipt, storage, and distribution of critical supplies across multiple classes, specifically food, water, fuel, ammunition, and maintenance, ensuring operational readiness and mission success. Led logistics planning and execution for garrison and contingency operations, managed automated systems such as GCSS-A, and coordinated with higher headquarters and forward operating bases. Supervised and mentored a team of logisticians and supply specialists, enforced compliance with Army regulations, and implemented risk mitigation and continuous improvement strategies.

Forward Support Company Commander- Light Infantry Battalion:

Led a Forward Support Company providing sustainment and logistics for combat and state missions, with accountability for personnel readiness and over $4 million in equipment. Directed training, operational planning, and resource management to maintain high readiness rates. Integrated logistics operations at the battalion level, strengthened leader development programs, and maintained full accountability of personnel and equipment with zero loss.

Battalion Maintenance Officer, 615th Transportation Battalion:

Oversaw maintenance operations for rolling stock and power generation equipment across multiple units, ensuring readiness and sustainment. Developed and implemented battalion maintenance SOPs, improved workflow efficiency, and led training programs to enhance maintenance capabilities. Coordinated maintenance strategy and operations to support mission requirements and long-term equipment reliability.

Executive Officer, 720th Transportation Company:

Served as second-in-command, overseeing operations, logistics, and administrative functions for a transportation company managing a $60 million property book. Directed large-scale transportation missions totaling over 1M miles and 42,000+ tons of cargo with zero loss. Planned and executed deployment of personnel and equipment valued at $98 million, while mentoring junior officers and NCOs and maintaining overall unit readiness.

Platoon Leader, 1115th Transportation Company:

Led and trained a platoon of 60 soldiers across multiple detachments, planning and executing training, convoy operations, and mission support activities. Developed training plans, risk assessments, and operational strategies aligned with commander intent. Supervised weapons qualifications, ensured equipment readiness, and coordinated troop movements to successfully execute missions and meet performance standards.

Education

- University of New Mexico Anderson School of Management, MBA, Financial Management
- University of New Mexico, Anderson Schools of Management, BBA, Marketing Management and Operations Management
- Army Logistics University, Logistic Branch, Captains Career Course

- Army Logistics University (Honor Graduate), Transportation Branch, Basic Officer Leadership Course
- 2d Battalion 515th Regional Training Institute Army National Guard, Common Faculty Development Course

Certifications:

- 2 CFR 200 certified
- FHWA Traffic Monitoring Certification

Skills & Expertise

Military Leadership & Training - Logistics & Supply Chain Operations - Operational Planning & Readiness - Federal & State Grant Management - 2 CFR 200 & Davis-Bacon Compliance - Labor Law & Prevailing Wage Oversight - ARPA & IIJA Implementation - Budget Oversight & Program Audit Readiness - Capital Outlay & Infrastructure Planning - Statutory Compliance & Data Governance - SOP Development - HPMS & TMG Standards (Road & Highways) - GIS Analysis - Data Visualization - Grant Reporting Software - Stakeholder Engagement - Interagency Coordination - Public Safety Policy - Crisis Intervention

CITY OF SANTA FE, NEW MEXICO

PLANNING AND LAND USE DEPARTMENT

MEMORANDUM

DATE: August 21, 2026

TO: Governing Body

VIA: Heather L. Lamboy, AICP Planning and Land Use Director

Maggie Moore, Assistant Planning and Land Use Director

FROM: Daniel A. Esquibel, Planning and Land Use, Current Planning, Planner Manager

ITEM:

Planning Commission appointment of Brian Patrick Gutierrez, representing Member at Large

BACKGROUND AND SUMMARY:

In accordance with SFCC §14-2.2.D.4.III "Appointment and Term", Mayor Michael J. Garcia recommends the appointment of Brian Patrick Gutierrez to the Planning Commission, representing Member at Large, to serve a full two-year term beginning August 26, 2026 and expiring August 26, 2028. Consistent with Chapter 14, Brian Patrick Gutierrez shall continue to serve after the expiration date until a successor has been appointed and qualified.

A summary of Gutierrez's professional experience and community qualifications is included in the attached resume.

ATTACHMENTS:

Gutierrez Letter of Interest

Gutierrez Resume

Signature:

Email: hllamboy@santafenm.gov

Brian Patrick Gutierrez

[redacted]

Objective

To serve on the City of Santa Fe Planning Commission and contribute prior Commission experience, leadership as a former Chair, Charter Review Commission service, practical judgment, and a local small business perspective.

Summary

Local Santa Fe small business owner, former member and Chair of the City of Santa Fe Planning Commission, and former member of the City of Santa Fe Charter Review Commission. Experienced in land-use review, development plans, subdivisions, variances, appeals, rezonings, public hearings, staff reports, public testimony, Chapter 14 matters, and record-based decision-making.

Public Service Experience

City of Santa Fe Planning Commission

Former Member and Chair
Member: 2014–2023
Chair: 2021–2022

- Served approximately nine years on the Planning Commission.
- Served as Chair of the Commission.
- Reviewed development plans, subdivisions, variances, appeals, rezonings, master plans, staff reports, findings, conditions of approval, public comments, and Chapter 14 matters.
- Participated in public hearings involving land use, neighborhood impacts, infrastructure, transportation, access, parking, public safety, and City planning issues.
- Helped conduct meetings in a fair, orderly, and respectful manner.
- Evaluated matters based on the record, applicable rules, public input, and the best interests of Santa Fe.

City of Santa Fe Charter Review Commission

Former Member
Service: 2012–2013

- Participated in review of proposed amendments to the Santa Fe Municipal Charter.

- Reviewed public input, governance issues, policy proposals, and possible charter amendments.
- Gained experience with City government structure, public accountability, transparency, and long-term civic decision-making.

Professional Experience

Mr. G's Pro Tow, LLC — Santa Fe, New Mexico

Owner / Local Small Business Owner

- Own and operate a Santa Fe-based small business serving local residents, businesses, and the public.
- Manage daily operations, customer service, compliance, equipment, scheduling, and regulatory responsibilities.
- Bring practical experience with transportation, access, parking, public safety, and regulated business operations.

Santa Fe Recycles — Santa Fe, New Mexico

Owner / Local Small Business Owner

- Own and operate a local small business in a regulated recycled-metals environment.
- Maintain reporting, compliance, recordkeeping, and coordination with state requirements.
- Bring a practical perspective on recycling, environmental responsibility, and local business operations.

Community Leadership

St. Michael's High School Parents' Association

President

- Support parent involvement, communication, meetings, events, and school community efforts.
- Work with officers, committee chairs, parents, and school representatives.

Qualifications

- Former Chair of the City of Santa Fe Planning Commission
- Former Planning Commissioner with approximately nine years of service
- Former City Charter Review Commission member
- Local small business owner
- Familiar with Chapter 14, land-use hearings, public testimony, staff reports, findings, and conditions of approval
- Practical understanding of neighborhood impacts, transportation, infrastructure, public safety, housing, water, and responsible growth

References

Available upon request.