

1 CITY OF SANTA FE, NEW MEXICO

2 BILL NO. 2013-42

3 INTRODUCED BY:

4
5 MAYOR COSS
6

7
8
9
10 AN ORDINANCE

11 RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN
12 ORDINANCE, ARTICLE 11-11 SFCC 1987; AMENDING ORDINANCE NO. 2013-2 FOR
13 THE PURPOSE OF APPROVING AND ADOPTING A SECOND AMENDED LOCAL
14 ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN
15 THE CITY OF SANTA FE AND RODEO PROPERTY, INC. FOR AN INDOOR
16 MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.
17

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

19 Section 1. Short Title. This Ordinance shall be known as the "Rodeo Property, Inc.
20 Local Economic Development Project Ordinance."

21 Section 2. Recitals.

22 A. The Local Economic Development Act, Sections 5-10-1 *et. seq.* NMSA 1978
23 explicitly permits municipalities to assist qualifying entities with economic development projects
24 through the use of public resources; and

25 B. The City of Santa Fe has complied with the requirements of the Local Economic

1 Development Act by adopting an economic development plan ordinance (11-11 SFCC (1987)),
2 incorporating within that ordinance its community economic development plan and its economic
3 development strategy for implementation dated May 21, 2008; and

4 C. On December 14, 2011 the City approved the Economic Development Project
5 Participation Agreement ("PPA") between the City and Rodeo Property, Inc., and designated the
6 Rodeo Property, Inc., as a "Qualifying Entity," to receive \$100,000 in funding from the City for the
7 Rodeo Project that would support the City's Economic Development Plan; and

8 D. The Rodeo Property, Inc. Economic Development Project is an indoor multipurpose
9 facility that shall be designated for rodeo events, sports events, and entertainment events as well as
10 serve as a disaster relief facility for animals (hereinafter referred to as the "Project"); and

11 E. Pursuant to the December 14, 2011 PPA, the dispersal of \$100,000 by the City is
12 contingent on:

13 (1) The City's issuance and sale of sufficient gross receipts tax bonds for the
14 purpose of procuring a contractor to complete a feasibility study that shall be the basis for
15 securing additional funding for the planning, designing and construction of an indoor
16 multipurpose facility; and

17 (2) Rodeo Property, Inc. securing sufficient matching funds in the amount of
18 \$100,000 to fully fund the feasibility study;

19 F. In 2012, to partially fulfill the match, the State Legislature appropriated \$81,000 in
20 severance tax bonds to plan, design, construct, equip and furnish an indoor multiuse arena and
21 regional disaster relief facility at the Rodeo de Santa Fe grounds in Santa Fe. The Local Government
22 Division of the Department of Finance and Administration intends to grant to the Rodeo Property,
23 Inc. \$81,000 for the Project; and

24 G. In order to complete the match requirement, and pursuant to Santa Fe County
25 Resolution 2012-78, Rodeo Property, Inc., the City of Santa Fe and Santa Fe County executed a

1 Memorandum of Understanding ("MOU") for the County to transfer \$19,000 to the City. After
2 execution of the MOU and the Grant Agreement, Rodeo Property, Inc.'s match required under the
3 December 14, 2011 PPA, will consist of the \$81,000 State Appropriation and \$19,000 in funds from
4 the County which together provide a full match for the City's \$100,000 contribution toward the
5 completion of the Project; and

6 H. In the 2013 Legislative Session, the State Legislature appropriated \$230,000 to the
7 Local Government Division, to be granted to the City, for Project 13-1778 "to plan, design,
8 construct, purchase, furnish and equip the Rodeo Indoor Arena and Disaster Relief Facility in Santa
9 Fe..."

10 I. On _____, 2013, the City and County entered into a second Memorandum
11 of Understanding ("Second MOU") providing for the County to transfer to the City an additional
12 \$35,000 in funding for the Project.

13 J. At the City Council meeting held on January 9, 2013, the Council approved
14 Ordinance 2013-2 which approved the original December 14, 2011 PPA and approved the Amended
15 PPA, to add the 2012 State Appropriation and the County contributions of funds to the Project; and

16 K. The Amended PPA is now being amended to add the 2013 State Appropriation of
17 \$230,000 and the County's contribution of \$35,000 per the Second MOU.

18 L. Under the Amended PPA, the City's total contribution of \$100,000 was applied
19 towards the completion of the feasibility and architectural design phase of the Rodeo Project and was
20 matched by the State's contribution of \$81,000 for the architectural design phase and the County's
21 contributions of \$19,000 for the planning phase on a dollar for dollar basis.

22 M. Under the Second Amended PPA, the State will contribute the 2013 STB
23 appropriation of \$230,000 by way of a grant to the City and the County will contribute \$35,000 by
24 way of a MOU between the County and the City for the purpose of planning, designing, and
25 constructing the Rodeo Economic Development Project.

1 **Section 3. Findings.** The governing body hereby finds:

2 A. The City of Santa Fe has determined that it is in the interest of the welfare of the
3 citizens of Santa Fe to enter into an amended Economic Development Project Participation
4 Agreement for the purposes of effectuating its Economic Development Plan and the Project.

5 B. In compliance with the City's economic development ordinance, 11-11 SFCC (1987),
6 the December 14, 2011 Project Participation Agreement, the Amended Project Participation
7 Agreement between Rodeo Property, Inc. and the City and the Second Amended Project Participation
8 Agreement all clearly state the following:

- 9 (1) The economic development goals of the project;
- 10 (2) The contributions of the City and Rodeo Property, Inc.;
- 11 (3) The specific measurable objectives upon which the performance review will
12 be based;
- 13 (4) A schedule for project development and goal attainment;
- 14 (5) The security being offered for the City's investment;
- 15 (6) The procedures by which the Project may be terminated and the City's
16 investment recovered;
- 17 (7) The time period for which the City shall retain an interest in the Project; and
- 18 (8) A "sunset" clause after which the City shall relinquish interest in and
19 oversight of the project.

20 **Section 4. Approval and Adoption of Second Amended Project Participation**
21 **Agreement.**

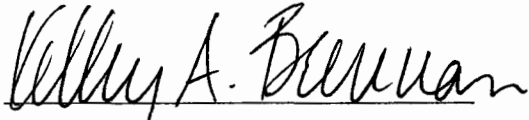
22 A. The governing body hereby approves the Second Amended PPA, the State will
23 contribute the 2013 STB appropriation \$230,000 by way of a grant to the City and the County will
24 contribute \$35,000 by way of a MOU between the County and the City for the purpose of planning,
25 designing, and constructing the Rodeo Economic Development Project. The Second Amended Project

1 Participation Agreement, attached hereto as Exhibit "A", is hereby adopted.

2 **Section 5. Severability Clause.** If any section, paragraph, clause, or provision of this
3 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder
4 shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or
5 unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the
6 remaining portions of this Ordinance or the regulation so challenged.

7 **Section 6. Effective Date.** This Ordinance shall become effective immediately upon
8 adoption.

9 APPROVED AS TO FORM:

10 
11 _____

12 KELLEY A. BRENNAN, INTERIM CITY ATTORNEY
13
14
15
16
17
18
19
20
21
22
23
24
25



**CITY OF SANTA FE
ECONOMIC DEVELOPMENT
SECOND AMENDED PROJECT PARTICIPATION AGREEMENT**

THIS SECOND AMENDED PROJECT PARTICIPATION AGREEMENT (hereinafter referred to as "Second Amended PPA") is made and entered into this ____ day of _____, 2013 by and between the City of Santa Fe, hereinafter referred to as the "City"; and Rodeo Property, Inc., hereinafter referred to as the "Qualifying Entity" (Q/E). This Second Amended PPA supersedes and entirely replaces the Project Participation Agreement ("Original PPA") entered into between the City and the Q/E on December 14, 2011 and the First Amended Participation Agreement entered into January 9, 2013.

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (N.M. Stat. Ann. 5-10-1 et seq. (1978); and

WHEREAS, the Local Economic Development Act explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

WHEREAS, the City of Santa Fe has complied with the requirements of its Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), its Community Economic Development Plan and its Economic Development Strategy for Implementation dated May 21, 2008; and

WHEREAS, the City of Santa Fe has complied with the requirement of its Local Economic Development Ordinance, 11-11.1 through 11-11.16, by adopting the Original PPA and this Amended PPA which state the contributions and obligation of all parties in the economic development project. The Original PPA and Amended PPA clearly state the following: (1) The economic development goals of the project; (2) The contributions of the City and the Q/E; (3) The specific measurable objectives upon which the performance review will be based; (4) A schedule for project development and goal attainment; (5) The security being offered for the City's investment; (6) The procedures by which a project may be terminated and the City's investment recovered; (7) The time period for which the City shall retain an interest in the project; and (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the project; and

WHEREAS, on December 14, 2011 the City approved the Economic Development PPA between the City and Rodeo Property, Inc. whereby Rodeo Property, Inc., as a "Qualifying Entity" would receive \$100,000 in funding from the City for a project that would support the City's Economic Development Plan. Attached hereto are, the signed PPA dated December 14, 2011 (Exhibit A) and the City's Meeting Agenda and Minutes (Exhibit B); and

WHEREAS, the City's Governing Body adopted the Rodeo Project Economic Development Ordinance #2013-2; approved the Amended Project Participation Agreement, at a public hearing held on January 9, 2012 and approved this Second Amended Project Participation Agreement at a public hearing held on _____, 2013; and

WHEREAS, the Rodeo Project referenced in Ordinance #2013-2 is an indoor multipurpose facility designated for the following purposes: an indoor facility for disaster relief, rodeo events, sports events, and entertainment events (hereinafter referred to as the "Project"); and

WHEREAS, pursuant to the original PPA, the dispersal of \$100,000 by the City was contingent on: (1) the City's issuance and sale of sufficient gross receipts tax bonds for the purpose of procuring a contractor to complete a feasibility study that shall be the basis for securing additional funding for the planning, designing and construction of an indoor multipurpose facility, and (2) Rodeo Property, Inc. securing sufficient matching funds in the amount of \$100,000 to fully fund the feasibility study; and

WHEREAS, the indoor multipurpose facility shall be designated for the following purposes: an indoor facility for disaster relief, rodeo events, sports events, and entertainment events (hereinafter referred to as the "Project"); and

WHEREAS, the City has issued gross receipt tax bonds sufficient to fund the planning portion of the Project (a planning/feasibility study) and the Q/E. has secured sufficient matching funds to fully fund the feasibility study as follows; and

WHEREAS, in the 2012 Legislative Session the State Legislature appropriated \$81,000 in severance tax bonds to plan, design, construct, equip and furnish an indoor multiuse area and regional disaster relief facility at the Rodeo de Santa Fe grounds in Santa Fe. The Local Government Division of the Department of Finance and Administration intends to grant to the Rodeo Property, Inc. \$81,000 for the Project which, after execution of the Grant Agreement, will serve to partially fulfill the match requirements of the Original PPA; and

WHEREAS, pursuant to Santa Fe County Resolution 2012-78, the Rodeo de Santa, the City and Santa Fe County entered into a Memorandum of Understanding whereby the County would transfer \$19,000 to the City to serve as the remaining sufficient matching funds for the City's \$100,000 in GRT funds. The Rodeo Property, Inc.'s full match required under the 1st Amended PPA consisted of the \$81,000 2012 State Appropriation and \$19,000 in funds from the County which together provide a full match for the City's \$100,000 contribution toward the completion of the Project See attached MOU (Exhibit C) and Resolution 2012-78 (Exhibit D); and

WHEREAS, in the 2013 Legislative Session, the State Legislature appropriated \$230,000 to the Local Government Division, to be granted to the City, for Project 13-1778 "to plan, design, construct, purchase, furnish and equip the Rodeo Indoor Arena and Disaster Relief Facility in Santa Fe..." The State's contribution of this \$230,000 and the City's total contribution

(\$100,000) towards paying the for the completion of a feasibility study will be matched by Rodeo Property Inc. s on a 1:1 basis; and

WHEREAS, the City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into this Second Amended Economic Development Project Participation Agreement for the purposes of effectuating its Economic Development Plan and Ordinance #2013-2; and

WHEREAS, the City and Santa Fe County intend to enter into a Memorandum of Understanding whereby the County would transfer \$35,000 to plan, design, construct, purchase, furnish and equip the Rodeo Indoor Arena and Disaster Relief Facility in Santa Fe.

NOW THEREFORE, in consideration of the premises, the following and other good and valuable consideration the receipt of which is herby acknowledged the undersigned parties hereby agree as follows.

1. **CONTRIBUTIONS OF THE CITY, THE STATE, THE COUNTY AND THE Q/E.**

A. **Economic development goals of the project:** The project addresses the following goals from the Community Economic Development Plan (CEDP):

- (1) Implementing comprehensive economic development policies that address both local and regional objectives;
- (2) Directing major economic development initiatives toward creating opportunities for local residents that result in the steady improvement in the standard of living;
- (3) Ensuring that the city's economic prosperity is shared equitably;
- (4) Fostering the region's economic development while preserving its unique and diverse quality of life;
- (5) Using the region's sustainable natural, financial, intellectual, technological and physical resources;
- (6) Diversifying the economic base of the City to support a vibrant and sustainable mix of jobs and opportunities.

B. **Contributions of the City:** This Agreement governs the City's contribution of \$100,000 as set forth in Paragraph 1. B.(1). If the City secures additional public funding for the plan, design and/or construction of the Project, the City will enter into a new Project Participation Agreement with new financial, job and other contributions and security provided by the Q/E for the additional public funding.

(1) Donation of the City Funds. Contingent upon preconditions set forth in (a), (b) and (c) of this Paragraph B. (1), the City of Santa Fe shall grant gross receipts tax bond funds to the Q/E in an amount, not to exceed a total of \$100,000 (hereinafter referred to as the "City Funds") to plan, design, construct, equip and furnish an indoor multiuse arena and regional disaster relief facility at the Rodeo de Santa Fe in Santa Fe, New Mexico. The dispersal of the City Funds by the City are contingent upon the:

(a) issuance and sale of sufficient gross receipts tax ("GRT") bonds for the purpose of procuring, in accordance with the City Procurement Policy, as amended, and State law, a contractor's (the "Contractor") services in preparing and delivering to the City and the Q/E for the planning, designing and construction of an indoor multipurpose facility for the following purposes; an indoor facility for disaster relief; rodeo events, sports events; and entertainment events (hereinafter referred to as the "Project"); and

(b) Q/E securing sufficient matching funds, either private, County and/or State, to fully fund all Contractors' services; and

(c) The City's total contribution towards paying the Contractor is limited to a 1:1 match of the total amount that is granted to the City from other sources, either private, County and/or State. In other words, for every dollar the City receives from County, State and/or private sources for purposes of reimbursing the Q/E's Contractor for performing the Project, the City will reimburse the Q/E one dollar as a match, not to exceed \$100,000 in City Funds.

C. Contributions of the State

(1) 2012 STB Capital Outlay appropriation 12-1483 – Eighty-One thousand dollars (\$81,000) to plan, design, construct, equip and furnish an indoor multiuse arena and regional disaster relief facility at the rodeo de Santa Fe grounds in Santa Fe in Santa Fe county (hereinafter referred to as the "2012 STB Funds").

(2) 2013 STB Capital Outlay appropriation 13-1778 – Two hundred and thirty thousand dollars (\$230,000) to plan, design, construct, equip and furnish the rodeo Indoor arena and disaster relief facility at the rodeo de Santa Fe grounds in Santa Fe in Santa Fe county (hereinafter referred to as the "2013 STB Funds").

This Agreement governs the State's contribution of \$81,000 of 2012 STB Funds and the State's contribution of \$230,000 of 2013 STB Funds, as set forth in Paragraph 1.C.(1). If the State appropriates future public funding for the Project and the State executes future grant agreements with the City granting that additional future public funding for the planning, designing and construction of the Project, the City will enter into a new Project Participation Agreement with new financial, job and other contributions and security provided by the Q/E for the additional public funding.

(1) Donation of the 2012 STB and 2013 STB Funds. Contingent upon preconditions set forth in (a), and (b) of this Paragraph C.(1), the State and the City of Santa Fe shall grant an amount not to exceed \$81,000 of 2012 STB Funds and \$230,000 of 2013 STB Funds for a total of \$311,000 in STB Funds to the Q/E to plan, design, construct, equip and furnish an indoor multiuse arena and regional disaster relief facility at the Rodeo de Santa Fe in Santa Fe, New Mexico. The dispersal of the 2012 and 2013 STB Funds by the State and the City are contingent upon the:

(a) execution of two grant agreements between the City and the Local Government Division of the Department of Finance and Administration to grant \$81,000 and the \$230,000 to the City to plan, design, construct, equip and furnish an indoor multiuse arena and regional disaster relief facility at the rodeo de Santa Fe grounds in Santa Fe in Santa Fe County; and

(b) delivering a request for reimbursement ("Payment Application") to the City for the Q/E's payment to the Contractor for for the planning, designing and construction of an indoor multipurpose facility for the following purposes; an indoor facility for disaster relief; rodeo events, sports events; and entertainment events (hereinafter referred to as the "Project"); and

(2) Contributions and Obligations of the Q/E and Specific Measurable Objectives upon which the City shall base its Performance Review of the Q/E: The Q/E brings the following non-cash financial investment to the project.

(a) Direct and Indirect Jobs Creation: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Q/E plans to employ 286 (direct), 114 (indirect), and 93 (induced) construction industry jobs over the course of construction, generating a \$16,170,250 in total estimated payroll. Once the Project is completed, it is anticipated to create 68 full time jobs and 70 per event part-time jobs; and by year five, it is estimated there will be 68 full time employees and 70 per event part time employees in the building. See Exhibit A – Attachment A, attached hereto, for Report of the Economic Impact of Rodeo De Santa Fe on Santa Fe, NM, prepared by Impact DataSource (the "Economic Impact Report").

(b) Expanded Tax Base: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Project will make contributions to the City's tax base resulting from this project are enumerated in the Economic Impact Report attached hereto as Attachment "A" to Exhibit A. Annual tax revenues generated by this project for the City, including property tax, gross receipts tax and parking revenue are estimated to generate \$11,708,586 dollars annually.

(c) Disaster Relief Facility: Q/E's indoor multipurpose facility will have the capacity to shelter approximately 3,000 people or approximately 500

stock animals in the case of a disaster or emergency situation for the City of Santa Fe and the County of Santa Fe as well as the entire northern region of the State of New Mexico. Currently, there is no indoor facility of this size in northern New Mexico that could serve as a disaster relief facility. The City and the Rodeo De Santa Fe will enter into a Professional Services Agreement, setting forth the procedures for the City's use of the indoor facility at the Rodeo De Santa Fe in the event of a disaster or emergency situation.

(d) In Kind Contributions of the Q/E to the Community: The Q/E has provided for the past 20 years and for the next five years shall continue to provide the following in-kind contributions to the community that have the following total value to the City and the State in the amount of \$575,000:

1. Financial, technical and program support for a range of charities, to include but not be limited to, Four H, Boys and Girls Clubs, Wounded Warriors, Animal Humane Society, Special Olympics, Horses for Heroes, FFA and Junior Rodeo events and organizations. (5 year value is \$15,000); and

2. Community outreach and education related to rural agricultural living and western heritage cultures. (5 year value is \$15,000); and

3. Implementation of a policy of comprehensive and effective educational and vocational resource programs for local public and private schools to include but not be limited responsible "green" agricultural practices. (5 year value is \$15,000); and

4. Money from fund raising that will assist in the success of afore-mentioned charities and scholarship programs for agricultural competitions and higher education opportunities for local youth. (5 year value is \$15,000); and

5. Facilities and resources for local charities, schools and community groups. (5 year value is \$15,000); and

6. Links between local organizations and resources and national and international organizations and resources with an emphasis on rural agricultural and western culture traditions and preservation. (5 year value is \$15,000); and

7. Internship programs and professional development resources for not only at risk youth but also veterans, immigrant populations, and person with disabilities. (5 year value is \$15,000)

Pursuant to a Memorandum of Understanding the County will transfer \$35,000 to the City for the purposes of plan, design, construct, purchase, furnish and equip the Rodeo Indoor Arena and Disaster Relief Facility in Santa Fe.

3. Disbursement of Funds: If the contingencies set forth in Paragraph 1. B. and C. above are met, the City Funds and/or the 2012 and 2013 STB Funds will be disbursed by the City of Santa Fe to the Q/E upon receipt of Payment Application(s) from the Q/E. Payment Application(s) will have a cover letter from the Q/E requesting that City reimburse the Q/E for payments the Q/E made to the Contractor that performed the planning/feasibility study. The City will reimburse the Q/E within 30 (thirty) working days of receipt and acceptance by the City of the payment applications. The City's grant does not promise to fully fund the Project and the Q/E agrees to contribute any additional necessary funds to fund the plan, design, and construction of the Project.

2. PERFORMANCE REVIEW AND CRITERIA

A. Completion of the Project: Upon final disbursement of the City's Funds, and the 2012 and 2013 STB funds, the City will provide the Q/E with an accounting of funding.

B. Annual Review. For five years, the Q/E will provide reports on monthly basis, no later than the 20th day of each month to the Business and Quality of Life Committee and City Staff, David Chapman, Grant Administrator or his successor. City Staff shall review of these reports to ensure the Q/E's compliance with this Agreement. The monthly reports shall clearly indicate how the Q/E has met the revenue assumptions, job creation, taxes generated and other indices contained in the Economic Impact Report (see Attachment "A"). The review shall determine whether the Project is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

C. Termination for failure to meet Contributions and Obligations. In the event the Q/E does not substantially fulfill the Contributions and Obligations set forth in Paragraph 1. B. and C. the City may terminate this Agreement and recover all or a pro-rata portion of this investment of the Funds in accordance with the TERMINATION paragraph 5, herein.

3. SECURITY FOR STATE'S, COUNTY'S AND THE CITY'S INVESTMENT

Q/E has performed its obligation under the First Amended PPA. According to the \$200,000 Mortgage given by the Q/E upon execution of the First Amended PPA, the term of the Mortgage, Attachment C, was for five (5) years from the recording of the \$200,000 Mortgage or until the deliverables of the First Amended PPA that were promised in exchange for the Contribution are performed in full or to the satisfaction of the City. Due to the Rodeo Property's satisfactory performance of deliverables of the First Amended PPA, (the plan and design of the Project) the City hereby terminates the \$200,000 Mortgage prior to the expiration of the full five (5) years. The Q/E shall, simultaneous to the execution of this Second Amended PPA, execute a performance bond, mortgage, lien or other indenture in favor of the City, in the amount of

\$230,000, as security for the 2013 STB State funds. (Exhibit E, attached hereto). The mortgage, lien, performance bond or other indenture in favor of the City shall remain in effect for 5 years from recordation or until the deliverables of the Second Amended PPA are performed in full, whichever occurs first. The deliverables of the Second Amended PPA that need to be completed prior to extinguish of Exhibit E, attached hereto are to complete the Project to the point of issuance of a certificate of occupancy

4. **TERM**

This Agreement shall remain in force for five (5) years from the start of the Second Amended Agreement or until conditions of the Agreement are performed in full or to the satisfaction of the City. In the event that the Q/E performs or exceeds the required PERFORMANCE REVIEW AND CRITERIA, Paragraph 2 herein, this Agreement may be terminated at an earlier date, in writing by the City.

5. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E-is found to not be in substantial compliance with the terms of this Agreement and if so terminated, the City shall have the right to demand an immediate return of the Funds by the Q/E, execute upon its Mortgage, Lien, or Performance Bond and pursue any and all other available legal remedies.

6. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

7. **ASSIGNMENT**

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

8. **LIABILITY**

It is expressly understood and agreed by and between Q/E and the City that Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Q/E's actions or inactions as a result of this Agreement. Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

9. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. If applicable, the Q/E shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. Q/E shall provide the City with evidence of its compliance with such requirement.

C. The Q/E's Contractor that performs the feasibility study shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Q/E's contractor that performs the feasibility study shall furnish the Q/E and the City with Proof of Insurance as a condition prior to performing services under this Agreement.

10. **NEW MEXICO TORT CLAIMS ACT**

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

11. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

12. **RECORDS AND AUDITS**

The Q/E shall maintain detailed time records which indicate the date 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; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

13. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Q/E.

14. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

15. **CONFIDENTIALITY**

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

16. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18. **SCOPE OF AGREEMENT**

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

19. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630.

20. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

ATTEST:

David Coss, Mayor

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

Geno Zamora, City Attorney

Indith Amer for
10/25/13

APPROVED:

Marcos Tapia Director
Finance Department

QUALIFYING ENTITY:

Rodeo Property, Inc.

By: _____
David Copher, President, Rodeo Property Inc

CRS #: _____
City of Santa Fe Business Registration Number:

ITEM # 12-0365

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of December, 2011 by and between the City of Santa Fe, hereinafter referred to as the "City"; and Rodeo Property, Inc., hereinafter referred to as the "Qualifying Entity" (Q/E).

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (N.M. Stat. Ann. 5-10-1 et seq. (1978);

WHEREAS, the Local Economic Development Act explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), its Community Economic Development Plan and its Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, the City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into this Economic Development Project Participation Agreement for the purposes of effectuating its economic development plan.

NOW THEREFORE, in consideration of the premises, the following and other good and valuable consideration the receipt of which is hereby acknowledged the undersigned parties hereby agree as follows.

1. CONTRIBUTIONS AND OBLIGATIONS OF THE CITY AND THE Q/E.

A. Economic development goals of the project: The project addresses the following goals from the Community Economic Development Plan (CEDP):

(1) *Implementing comprehensive economic development policies that address both local and regional objectives;*

(2) *Directing major economic development initiatives toward creating opportunities for local residents that result in the steady improvement in the standard of living;*



(3) Ensuring that the city's economic prosperity is shared equitably;

(4) Fostering the region's economic development while preserving its unique and diverse quality of life;

(5) Using the region's sustainable natural, financial, intellectual, technological and physical resources;

(6) Diversifying the economic base of the City to support a vibrant and sustainable mix of jobs and opportunities.

B. Contributions of the City and the Q/E: This Agreement only covers the \$100,000 set forth in Paragraph 1. B. (1). If the City secures additional public funding for the completion of the construction of the Project, the City will enter into a new Project Participation Agreement with new financial, job and other contributions and security provided by the Q/E for the additional public funding.

(1) Donation and Services of the City. Contingent upon preconditions set forth in (a), (b) and (c) of this Paragraph B. (1), the City of Santa Fe shall grant gross receipts tax bond funds to the Q/E in an amount, not to exceed \$100,000 (hereinafter referred to as the "Funds"). The Funds dispersal by the City are contingent upon the:

(a) issuance and sale of sufficient gross receipts tax ("GRT") bonds for the purpose of procuring, in accordance with the City Procurement Policy, as amended, and State law, a contractor's (the "Contractor") services in preparing and delivering to the City and the Q/E a feasibility study that shall be the basis for securing additional funding for the planning, designing and construction of an indoor multipurpose facility for the following purposes; an indoor facility for disaster relief; rodeo events, sports events; and entertainment events (hereinafter referred to as the "Project"); and

(b) Q/E securing sufficient matching funds, either private or State, to fully fund the Contractor's services and said contract; and

(c) City's total contribution towards paying the Contractor will match the Rodeo's contribution on a 1:1 basis.

(2) Disbursement of Funds: If the contingencies set forth in Paragraph 1. B. 1. above are met, the Funds will be disbursed by the City of Santa Fe to the Q/E upon receipt of Payment Application(s) from the Q/E. Payment application(s) will have a cover letter from the Q/E requesting that City grant Funds be paid toward the feasibility study. The City will disburse the Funds to the Q/E within 30 (thirty) working days of receipt and acceptance by the City of the payment applications. The City's grant does not promise to fully fund the feasibility study and the Q/E agrees to contribute any additional necessary funds as set forth in Paragraph 1. B.

(3) Contributions and Obligations of the Q/E and Specific Measurable Objectives upon which Performance Review will be based -. Future funding from the City for the Project is contingent upon the results of the feasibility study, the Q/E's ability to secure private funding or State funding for the -construction of the indoor multipurpose facility.

(a) Financial Investment: The Q/E brings the following non-cash financial investment to the project.

(b) Direct and Indirect Jobs Creation: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Q/E plans to employ 286 (direct), 114 (indirect), and 93 (induced) construction industry jobs over the course of construction, generating a \$16,170,250 in total estimated payroll. Once the Project is completed, it is anticipated to create 68 full time jobs and 70 per event part-time jobs; and by year five, it is estimated there will be 68 full time employees and 70 per event part time employees in the building. See Attachment "A" for Report of the Economic Impact of Rodeo De Santa Fe on Santa Fe, NM, prepared by Impact DataSource (the "Economic Impact Report").

(c) Expanded Tax Base: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Project will make contributions to the City's tax base resulting from this project are enumerated in the Economic Impact Report attached hereto as Attachment "A". Annual tax revenues generated by this project for the City, including property tax, gross receipts tax and parking revenue are estimated to generate \$11,708,586 dollars annually.

(d) Other:

(i) Disaster Relief Facility: Q/E's indoor multipurpose facility will have the capacity to shelter approx. 3,000 people or approx. 500 stock animals in the case of a disaster or emergency situation for the City of Santa Fe and the County of Santa Fe as well as the entire northern region of the State of New Mexico. Currently, there is no indoor facility of this size in northern New Mexico that could serve as a disaster relief facility. The City and the Rodeo De Santa Fe will enter into a Professional Services Agreement, setting forth the procedures for the City's use of the indoor facility at the Rodeo De Santa Fe in the event of a disaster or emergency situation.

(ii) In Kind Contributions to the Community:

The Q/E has provided for the past 20 years and for the next five years shall continue to provide the following in-kind contributions to the community that have the following value to the City:

- Financial, technical and program support for a range of charities, to include but not be limited to, Four H, Boys and Girls Clubs, Wounded Warriors, Animal Humane Society, Special Olympics, Horses for Heroes, FFA and Junior Rodeo events and organizations. (5 year value is \$15,000); and
- Community outreach and education related to rural agricultural living and western heritage cultures. (5 year value is \$15,000); and
- Implementation of a policy of comprehensive and effective educational and vocational resource programs for local public and private schools to include but not be limited responsible "green" agricultural practices. (5 year value is \$15,000); and
- Money from fund raising that will assist in the success of afore-mentioned charities and scholarship programs for agricultural competitions and higher education opportunities for local youth. (5 year value is \$15,000); and
- Facilities and resources for local charities, schools and community groups. (5 year value is \$15,000); and
- Links between local organizations and resources and national and international organizations and resources with an emphasis on rural agricultural and western culture traditions and preservation. (5 year value is \$15,000); and
- Internship programs and professional development resources for not only at risk youth but also veterans, immigrant populations, and person with disabilities. (5 year value is \$15,000)

2. PERFORMANCE REVIEW AND CRITERIA

A. At Completion of Construction: Upon final disbursement of the City's Funds, the City will provide the Q/E with an accounting of funding.

B. Annual Review. For five years, the Q/E will provide reports on biannually in the months of January and June of each year to the City's Governing Body, the Business and Quality of Life Committee and City Staff. City Staff shall review of these reports to ensure the Q/E's compliance with this Agreement. The bi-annual reports shall clearly indicate how the Q/E has met the revenue assumptions, job creation, taxes generated and other indices contained in the Economic Impact Report (see attachment "A"). The review shall determine whether the project is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

C. Termination for failure to meet Contributions and Obligations In the event the Q/E does not substantially fulfill the Contributions and Obligations set forth in Paragraph 1. B. 2 and 3, the City may terminate this Agreement and recover all or a pro-rata portion of this investment of the Funds in accordance with the TERMINATION paragraph 5, herein.

3. **SECURITY FOR CITY'S INVESTMENT**

Q/E will simultaneous to the execution of this Agreement, execute the attached Letter of Credit (Attachment B hereto) in favor of the City in the amount of \$100,000.

4. **TERM**

This Agreement shall remain in force for five (5) years from the start of the Agreement or until conditions of the Agreement are performed in full or to the satisfaction of the City. In the event that the Q/E performs or exceeds the required PERFORMANCE REVIEW AND CRITERIA, Paragraph 2 herein, this Agreement may be terminated at an earlier date, in writing by the City.

5. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E is found to not be in substantial compliance with the terms of this Agreement and if so terminated, the City shall have the right to demand an immediate return of the Funds by the Q/E, execute upon its Mortgage and Lien and pursue any and all other available legal remedies.

6. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

7. **ASSIGNMENT**

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

8. **LIABILITY**

It is expressly understood and agreed by and between Q/E and the City that Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on

account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Q/E's actions or inactions as a result of this Agreement. Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

9. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. If applicable, the Q/E shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. Q/E shall provide the City with evidence of its compliance with such requirement.

C. The Q/E's Contractor that performs the feasibility study shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Q/E's contractor that performs the feasibility study shall furnish the Q/E and the City with Proof of Insurance as a condition prior to performing services under this Agreement.

10. **NEW MEXICO TORT CLAIMS ACT**

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

11. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

12. **RECORDS AND AUDITS**

The Q/E shall maintain detailed time records which indicate the date 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; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

13. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Q/E.

14. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

15. **CONFIDENTIALITY**

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

16. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18. **SCOPE OF AGREEMENT**

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

19. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630.

20. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIGNATURES BEGIN ON NEXT PAGE

CITY OF SANTA FE:

David Coss
David Coss, Mayor

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
12-14-11 cc. mtg.
APPROVED AS TO FORM:

Geno Zamora
Geno Zamora, City Attorney
4/5/12

QUALIFYING ENTITY:

Rodeo Property, Inc.

By: David Copher
David Copher, President, Rodeo Property Inc

CRS #: 02188962007
City of Santa Fe Business Registration Number:
12-00067298

APPROVED:

Melville Morgan
Dr. Melville Morgan
Director of Finance
and Administration
5/24/12

32214/0112900
Business Unit/Line Item

Attachment A

A Report of the Economic Impact of the Rodeo De Santa Fe

A Report of the Economic Impact of Rodeo De Santa Fe on Santa Fe, NM

September 6, 2011

Prepared for:

City of Santa Fe
Economic Development Division
P.O. Box 909
Santa Fe, NM 87504-909
505.955.6912

Prepared by:

Impact DataSource
4709 Cap Rock Drive
Austin, Texas 78735
(512) 892-0205
Fax (512) 892-2569
www.impactdatasource.com

ImpactDataSource

Introduction	3
Description of the Organization and its Operations	3
Types of Economic Impacts that the Firm Will Provide During its Construction and Operations	3
Economic Impact of the Construction of a Facility by the Organization	5
Economic Impact of the Operations of the Organization and its Employees	6
Costs and Benefits for the State and Local Taxing Districts	7
Conduct of this Analysis	9
Data and Rates Used in the Analysis	11
Schedules of Economic Impact	20
Schedules of Costs and Benefits for:	
The State of New Mexico	26
City of Santa Fe	28
Santa Fe County	33
Santa Fe Public Schools	37
Santa Fe Community College	39

The Economic Impact Analysis Report

Introduction

This report presents the economic impact of the project described below and costs and benefits over the next ten years for the State of New Mexico and the City of Santa Fe, Santa Fe County, Santa Fe Public Schools, and Santa Fe Community College.

Description of the Organization and Its Operations

The Rodeo De Santa Fe Property Board plans a western heritage facility and multi-use indoor arena on the rodeo grounds in Santa Fe. The facility will host equestrian and rodeo events, concerts, Native American gatherings, Special Olympics events, extreme sports events, and carnivals and serve as a disaster and emergency rescue center. An event hall will have space for meetings, weddings, conventions, graduations and other events. Further, retail space at the facility will include boot repair, Western art gallery, clothing and rodeo gear. An expected \$20 million will be spent to construct the facility. The facility currently employs 6 full-time workers and 70 part-time or special events workers. Plus, the facility expects to 36-46 permanent workers within five years following construction of the new facility.

A discussion of the types of economic impacts that the firm will generate for the area is next.

Types of Economic Impacts that the Firm Will Provide During its Construction and Operations

This analysis calculates the direct economic impact of the firm during the construction of its facility and during its operations. In addition, indirect and induced impacts were calculated.

Three of the economic impacts calculated are economic output, jobs and salaries.

Economic Output

Economic outputs are the value of the goods and services produced by firms or their revenues and, at a local level, represent the increase in gross area product. This measure of economic activity is equivalent on a local level to our nation's gross domestic product -- the value of goods and services produced in our nation in a year.

Direct Economic Impacts

Direct economic impacts include (1) the spending by the firm on construction and direct construction jobs and salaries and (2) the firm's revenues generated during its operations and permanent direct jobs

and salaries created for its operations.

Indirect Economic Impacts

Indirect revenues, jobs and salaries are created in new or existing firms in the area such as maintenance firms and materials suppliers that may supply goods and services during the construction and operations of the facility.

Induced Economic Impacts

In addition, induced revenues, jobs and salaries are created and supported in new or existing businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to workers and their families.

To estimate the indirect and induced economic impact of the facility on the area, regional economic multipliers were used. Regional economic multipliers for New Mexico and Santa Fe are included in the US Department of Commerce's Regional Input-Output Modeling System (RIMS II).

Three types of regional economic multipliers were used in this analysis: an output multiplier, an employment multiplier and an earnings multiplier.

An output multiplier was used to estimate the indirect and induced output or revenues created and supported in the area. An employment multiplier was used to estimate the number of indirect and induced jobs created and supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs.

The multipliers show the estimated indirect and induced revenues of other companies in the area for every dollar spent by the facility. An employment multiplier shows the number of indirect and induced jobs created for every direct construction and operations job at the facility and the amount of salaries paid to these workers for every dollar paid to a direct construction and operations worker at the facility. The indirect and induced multipliers, shown on the following page, were used in this analysis:

Indirect and Induced Multipliers Used in this Analysis		
	During Construction	During Operations
Output multiplier:		
Indirect	0.4223	0.3249
Induced	0.3386	0.3971
Total	0.7609	0.7220
Employment multiplier:		
Indirect	0.3981	0.2140
Induced	0.3258	0.2616
Total	0.7239	0.4756
Earnings multiplier		
Indirect	0.3394	0.2661
Induced	0.2777	0.3252
Total	0.6170	0.5912

Economic Impacts Generated During Construction

The firm's construction activity will pump money into the area's economy.

Contractors in the area will work on the project and they will hire workers and pay salaries. Plus, this activity will create and support spin-off or indirect and induced revenues, jobs and salaries in other businesses in the area. In total, the project's development and construction activities will have following impact on the area's economy.

Economic Impacts During Construction of the Facility				
	Direct	Indirect	Induced	Total
Economic output or revenues for businesses in the region	\$20,000,000	\$8,445,713	\$6,771,788	\$35,217,500
Average number of construction jobs to be created and supported during construction	286	114	93	493
Salaries to be paid to construction workers	\$10,000,000	\$3,393,638	\$2,776,613	\$16,170,250

In addition to the economic impact from the construction activities, the economic activities created by the facilities operations -- once the facility is constructed and begins operations -- along with the permanent workers that will be employed at the facility, will also generate solid economic impacts for the region. These economic impacts from the facility's operations are discussed next.

Economic Impact of the Operations of the Organization and Its Employees

The organization, its new employees and workers in new spin-off jobs created in the community will have the following economic impact on the community over the next ten years:

Economic Impact of the Organization Over the Next Ten Years	
Economic output generated by the firm's operations:	
Direct	\$22,920,000
Indirect	\$7,446,192
Induced	\$9,100,902
Total	\$39,467,094
Number of permanent jobs to be created:	
Direct	46
Indirect	10
Induced	12
Total	68
Salaries to be paid to permanent workers:	
Direct	\$17,470,724
Indirect	\$4,648,108
Induced	\$5,681,021
Total	\$27,799,852
Number of new residents in the City	18
Number of new students expected in local schools	4
Taxable gross receipts expected in the City	\$39,467,094
Number of new residential units to be built in the City	1
Taxable value, in the tenth year, of residential property to be constructed for some new direct and indirect workers who move to the City	\$298,773
Taxable assets of organization in Year 1	\$10,000,000

Costs and Benefits for State and Local Taxing Districts

The State, City, County, School District and Community College can expect costs and benefits over the next ten years from the organization, its employees, and workers in new indirect and induced jobs. These costs and benefits are discussed below beginning with benefits and on the following pages.

Public Benefits

The State, City, County, School District and Community College can expect to receive benefits or additional revenues as a result of the organization and its employees over the next ten years, as scheduled below:

Public Benefits/Additional Revenues Over the Next Ten Years						
	State	City	County	School District	Community College	Total
Gross receipts taxes	\$2,905,673	\$2,277,673	\$843,583			\$6,026,929
Lodgers' tax		\$393,790	\$225,023			\$618,813
Property taxes	\$111,952	\$207,839	\$1,001,817	\$534,638	\$295,320	\$2,151,567
Utilities		\$901,813	\$0			\$901,813
Utility franchise fees		\$49,026	\$0			\$49,026
Miscellaneous taxes and user fees		\$12,736	\$5,413			\$18,148
Building permits		\$0				\$0
State personal and corporate income taxes	\$1,699,452					\$1,699,452
Additional state and federal school funding				\$242,837		\$242,837
Total	\$4,717,078	\$3,842,877	\$2,075,835	\$777,475	\$295,320	\$11,708,586

Public Costs

The State, City, County, School District and the Community College may incur the following costs as a result of the organization, its employees, and indirect employees moving to the County, over the next ten years:

Public Costs over the Next Ten Years						
	State	City	County	School District	Community College	Total
Costs of services to new residents		\$22,287	\$5,413		\$0	\$27,700
Costs of providing utilities		\$811,632	\$0			\$811,632
Costs of services for new students				\$197,215		\$197,215
Total		\$833,919	\$5,413	\$197,215	\$0	\$1,036,547

Net Benefits

The net benefits for the State, City, County, School District, and Community College (the extent to which revenues exceed costs) from the new or expanded organization will be follows, over the next ten years:

Net Benefits for the State and Local Districts Over the Next Ten Years			
	Benefits	Costs	Net Benefits
State	\$4,717,078	\$0	\$4,717,078
City	\$3,842,877	\$833,919	\$3,008,958
County	\$2,075,835	\$5,413	\$2,070,423
School District	\$777,475	\$197,215	\$580,260
Community College	\$295,320	\$0	\$295,320
Total	\$11,708,586	\$1,036,547	\$10,672,039

Discounted Cash Flow for the State and Local Public Districts Over the Next Ten Years

The net benefits, shown on the previous page, result in discounted cash flow over the next ten years for each taxing entity, as follows:

Discounted Cash Flow for the State and Local Public Districts Over the Next Ten Years	
State	\$3,854,357
City	\$2,384,938
County	\$1,579,375
School District	\$422,486
Community College	\$215,306
Total	\$8,456,461

Discounted cash flow is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing time in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of six percent to make the dollars each taxing will receive and the dollars that they will pay comparable -- by expressing them in today's dollars or in present value.

Conduct of This Analysis

This report was prepared by Impact DataSource.

Impact DataSource is a seventeen-year-old Austin economic consulting, research and analysis firm. The firm has conducted economic impact analyses of numerous projects in New Mexico and twenty-five other states. In addition, the firm has developed economic impact analysis computer programs for several clients including the New Mexico Economic Development Department and the Greater Houston Partnership.

The firm's principal, Jerry Walker, performed this economic impact analysis. He is an economist and has Bachelor of Science and Master of Business Administration degrees in accounting and economics from Nicholls State University, Thibodaux, Louisiana.

This analysis uses some Impact DataSource estimates and assumptions, as well as tax rates and other data obtained from state financial and tax data reports and data supplied by the City of Santa Fe. Data used in this analysis is shown in the Data and Rates Used in This Analysis section that follows.

Using this data, the economic impact from the organizations and the costs and benefits for the State, City, County, School District and Community College were calculated for a ten-year period.

In addition to the direct economic impact of the organization and its employees, spin-off or indirect and induced benefits were also calculated.

Information and rates used in this analysis follow on the next page. In addition, schedules of the results of economic impact calculations are also attached, along with schedules showing the results of calculations of costs and benefits for the state and local taxing districts.

Data and Rates Used in This Analysis

The Organization's Operations and Employees

Market value of furniture, fixtures and equipment purchased or brought by the organization on local tax rolls each year:

Year	Land	New Buildings or Improvements	Furniture, Fixtures and Equipment
1	\$0	\$20,000,000	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
	\$0	\$20,000,000	\$0

The organization's annual utilities:

Yr.	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	\$24,000	\$18,000	\$30,000	\$180,000	\$60,000	\$3,000	\$42,000
2	\$24,720	\$18,540	\$30,900	\$185,400	\$61,800	\$3,090	\$43,260
3	\$25,462	\$19,096	\$31,827	\$190,962	\$63,654	\$3,183	\$44,558
4	\$26,225	\$19,669	\$32,782	\$196,691	\$65,564	\$3,278	\$45,895
5	\$27,012	\$20,259	\$33,765	\$202,592	\$67,531	\$3,377	\$47,271
6	\$27,823	\$20,867	\$34,778	\$208,669	\$69,556	\$3,478	\$48,690
7	\$28,657	\$21,493	\$35,822	\$214,929	\$71,643	\$3,582	\$50,150
8	\$29,517	\$22,138	\$36,896	\$221,377	\$73,792	\$3,690	\$51,655
9	\$30,402	\$22,802	\$38,003	\$228,019	\$76,006	\$3,800	\$53,204
10	\$31,315	\$23,486	\$39,143	\$234,859	\$78,286	\$3,914	\$54,801

The organization's estimated annual purchases and operating expenses in the city that will be subject to gross receipts taxes \$150,000

Percent of annual increase over the next ten years 5%

The organization's estimated sales that will be subject to gross receipts taxes \$720,000

Percent of annual increase over the next ten years 5%

The organization's estimated annual net income that will be subject to NM corporate income taxes \$36,000

Percent of annual increase over the next ten years 5%

New employees to be hired:

Year	New employees to be hired each year	The number of these new employees who will move to the City from somewhere else to take job at the organization
1	18	4
2	8	0
3	10	0
4	5	0
5	5	0
6	0	0
7	0	0
8	0	0
9	0	0
10	0	0
Total	46	4

Average annual salaries of employees at the organization \$37,761

Percent of expected annual salary increases after the first year 3%

Multipliers for calculating the number of indirect and induced jobs and earnings:

Earnings \$0.5912
Employment 0.4756

This economic impact analysis uses the above multipliers to project the indirect and induced benefits in the community as a result of the direct economic activity. The employment multiplier shows the number of spin-off jobs what will be created from each direct job. Similarly, the earnings multiplier estimates the salaries and wages to be paid to workers in these spin-off jobs for each \$1 paid to direct workers.

Percent of workers in new indirect and induced jobs created 10%

who will move to the City to take a job at the organization

Estimated percent of workers moving to the community who will have new residential property built for them the first year that they move to the City	20%
--	-----

Household size of a typical new worker moving to the City	3.00
---	------

Number of school age children in the household of a typical new worker who will be moving to the City	0.65
---	------

Percent of taxable shopping by a typical new worker that will be in the City	80%
--	-----

State of New Mexico Tax and Other Rates

Property tax rate for state debt service:		State's gross receipts tax rate less	3.875%
Residential	1.530	distribution to cities and counties	
Nonresidential	1.530		

State's compensating tax rate	5.00%
-------------------------------	-------

Maximum NM corporate income tax rate:

Up to \$500,000: 4.8% of net taxable income
 \$500,000-\$1 mil.: \$24,000+6.4% over \$500,000
 \$1 million plus: \$56,000+7.6% over \$1 million

NM personal income tax rate for employees of the organization, as a percent of gross income	2.53%
---	-------

City Information and Rates

City property tax rate:		City gross receipts tax rate	3.0375%
Residential	1.5950	plus distribution from	
Nonresidential	2.8560	the state	
<i>(Per \$1,000 of taxable value)</i>			

The City's lodgers' tax rate	7%
------------------------------	----

The City's utility franchise fee rates for commercial utility users:

Water	0%
Wastewater	0%
Solid waste	0%
Electricity	4%
Natural Gas	2%
Telephone	2%
Cable	5%

The City will provide utilities and collect gross receipts taxes on the organization's utilities for the following:

	Provide the Utility	Collect Utility Franchise Fees on the Utility
Water	Yes	No
Wastewater	Yes	No
Electricity	No	Yes
Natural gas	No	Yes
Solid waste	Yes	No
Telephone	No	Yes
Cable	No	Yes

Estimated monthly residential utility bills:

Water	\$40
Wastewater	\$40
Electricity	\$65
Natural Gas	\$40
Solid waste	\$20
Telephone	\$35
Cable	\$40

Monthly utility bills for city-owned or city-provided utilities:

Water	\$40
Wastewater	\$40
Electricity	\$0
Natural Gas	\$0
Solid waste	\$20
Telephone	\$0
Cable	\$0
Total	\$100

Estimated annual utility franchise fees that the city collects from utilities provided to each new household:

Utility	Monthly Utility Bill	Annual Bill	Utility Franchise Fee Percent	Total Utility Franchise Fee Collections from Each Resident
Water	\$40	\$480	0%	\$0
Wastewater	\$40	\$480	0%	\$0
Electricity	\$65	\$780	4%	\$31
Natural Gas	\$40	\$480	2%	\$10
Solid waste	\$20	\$240	0%	\$0
Telephone	\$35	\$420	2%	\$8
Total	\$240	\$2,880		\$49

The City's cost of providing utility services, such as water and wastewater, to the organization as a percent of monthly billings 90%

Miscellaneous taxes and user fees to be collected annually from each new household -- taxes that are not calculated separately in this analysis, such as cigarette taxes, licenses and permits, allocations of state funds based on the number of residents, fines, etc. \$150

Rate of expected annual increase in the above miscellaneous taxes and user fees 2%

The city's expected annual marginal operating expenditures for each new household in the city	\$350
---	-------

Rate of expected annual increase in the above expenditures	2%
--	----

County Information and Rates

County property tax rate:	County's share of gross receipts tax	1.125%
Residential 6.6000	inside the city	
Nonresidential 13.7800		

The County's lodgers' tax rate	4.0%
--------------------------------	------

The expected annual miscellaneous taxes and user fees to be collected from each new household by the County	\$85
---	------

Rate of expected annual increase in the above miscellaneous taxes and user fees	2%
---	----

The County's expected annual expenditures for each new household in the County	\$85
--	------

Rate of expected annual increase in the above expenditures	2%
--	----

The County's utility franchise fee rates for commercial utility users:

Water	0%
Wastewater	0%
Electricity	0%
Natural gas	0%
Solid waste	0%
Telephone	0%
Cable	0%

The County will provide utilities and collect gross receipts taxes on the organization's utilities for the following:

	Provide the Utility	Collect Utility Franchise Fees on the Utility
Water	No	No
Wastewater	No	No
Electricity	No	No
Natural gas	No	No
Solid waste	No	No
Telephone	No	No
Cable	No	No

Cost of providing utilities to the organization as a percent of utilities, if applicable 95%

School District Tax Rates

Property tax rate:

Residential	7.038
Nonresidential	7.310

The school district's marginal cost of providing services to each new child in the district \$4,500

The school district's average cost per child \$9,000

Estimated additional cost that the school district will incur 50%
for each child that moves to the district, as a percent of
average cost

Rate of expected annual increase in the above costs 3%

Annual state and federal funding per child received by the district \$5,541

Funding received per child from:

State aid	\$4,601
Federal	\$940

Rate of expected annual increase in the above state funding 3%

Rates for the Community College

Property tax rate:	
Residential	3.236
Nonresidential	4.046

Other Community Rates

Discount rate for calculating the present value of costs and benefits	6%
Inflation rate	3.00%
Number of work hours per year by a typical employee of the organization	2,080
Percent of the gross salary of a typical worker spends on taxable goods and services	60%
Taxable value of property as a percent of assessed value	33%
Average taxable value of new residential property to be constructed in the for some new workers who move to the community	\$250,000
Rate of expected annual increase in the taxable value of residential property in the area	2%
Rate of expected annual increase in the taxable value of commercial real property in the area	2%
Percent of the total value of new residential in the area which is for the structure only -- excluding the land cost	90%
Percent of construction costs of new residential property which is for:	
Construction materials	50%
Labor	50%
Multiplier for calculating salaries to be paid workers in indirect and induced jobs created in the community as a result of construction activities -- construction or renovation at the organization and new residential property	1.017

Schedules of Economic Impacts

Number of new local jobs to be created each year and worker salaries to be paid each year:

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	18	9	27	\$679,698	\$401,854	\$1,081,552
2	8	4	12	\$1,011,240	\$597,870	\$1,609,110
3	10	5	15	\$1,442,183	\$852,655	\$2,294,838
4	5	2	7	\$1,691,761	\$1,000,211	\$2,691,972
5	5	2	7	\$1,955,016	\$1,155,854	\$3,110,870
6	0	0	0	\$2,013,666	\$1,190,530	\$3,204,196
7	0	0	0	\$2,074,076	\$1,226,246	\$3,300,322
8	0	0	0	\$2,136,298	\$1,263,033	\$3,399,331
9	0	0	0	\$2,200,387	\$1,300,924	\$3,501,311
10	0	0	0	\$2,266,399	\$1,339,952	\$3,606,351
Total	46	22	68	\$17,470,724	\$10,329,129	\$27,799,852

**Number of new direct and indirect workers and their families who will move to the City
and the number of new students in local schools:**

Year	New Residents	New Students
1	15	3
2	0	0
3	3	1
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0
9	0	0
10	0	0
Total	18	4

Sales or spending on which gross receipts taxes will be collected:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$300,526	\$35,217,500	\$1,239,804	\$36,757,830
2	\$0	\$0	\$2,479,608	\$2,479,608
3	\$0	\$0	\$3,719,412	\$3,719,412
4	\$0	\$0	\$3,719,412	\$3,719,412
5	\$0	\$0	\$4,063,802	\$4,063,802
6	\$0	\$0	\$4,063,802	\$4,063,802
7	\$0	\$0	\$4,752,582	\$4,752,582
8	\$0	\$0	\$5,096,972	\$5,096,972
9	\$0	\$0	\$5,165,850	\$5,165,850
10	\$0	\$0	\$5,165,850	\$5,165,850
Total	\$300,526	\$35,217,500	\$39,467,094	\$74,985,120

Spending on motel rooms by out-of-town visitors to the organization:

Year	Motel Spending
1	\$425,000
2	\$450,883
3	\$478,341
4	\$507,472
5	\$538,377
6	\$571,164
7	\$605,948
8	\$642,851
9	\$682,000
10	\$723,534
Total	\$5,625,571

Number of new residential units to be built in the City:

Year	Number of New Residential Units in the City	Cumulative Number of New Units
1	1	1
2	0	1
3	0	1
4	0	1
5	0	1
6	0	1
7	0	1
8	0	1
9	0	1
10	0	1
Total	1	

The taxable value of new residential property constructed for some new direct and indirect workers who move to the City:

Year	New Residential Property
1	\$250,000
2	\$255,000
3	\$260,100
4	\$265,302
5	\$270,608
6	\$276,020
7	\$281,541
8	\$287,171
9	\$292,915
10	\$298,773

The value of organization's property on local tax rolls:

Year	The Organization's Property on Tax Rolls
1	\$20,000,000
2	\$20,400,000
3	\$20,808,000
4	\$21,224,160
5	\$21,648,643
6	\$22,081,616
7	\$22,523,248
8	\$22,973,713
9	\$23,433,188
10	\$23,901,851

Schedule of Public Costs and Benefits

Additional Revenues for the State:

Gross receipts tax collections on:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$11,645	\$1,364,678	\$48,042	\$1,424,366
2	\$0	\$0	\$96,085	\$96,085
3	\$0	\$0	\$144,127	\$144,127
4	\$0	\$0	\$144,127	\$144,127
5	\$0	\$0	\$157,472	\$157,472
6	\$0	\$0	\$157,472	\$157,472
7	\$0	\$0	\$184,163	\$184,163
8	\$0	\$0	\$197,508	\$197,508
9	\$0	\$0	\$200,177	\$200,177
10	\$0	\$0	\$200,177	\$200,177
Total	\$11,645	\$1,364,678	\$1,529,350	\$2,905,673

Property tax collections on:

Year	Residential Property	The Organization's Property	Total
1	\$126	\$10,098	\$10,224
2	\$129	\$10,300	\$10,429
3	\$131	\$10,506	\$10,637
4	\$134	\$10,716	\$10,850
5	\$137	\$10,930	\$11,067
6	\$139	\$11,149	\$11,288
7	\$142	\$11,372	\$11,514
8	\$145	\$11,599	\$11,744
9	\$148	\$11,831	\$11,979
10	\$151	\$12,068	\$12,219
Total	\$1,382	\$110,570	\$111,952

NM Income Taxes:

Year	Personal Income Taxes	Corporate Income Taxes	Total
1	\$784,838	\$117,625	\$902,463
2	\$40,632	\$7,935	\$48,566
3	\$57,947	\$11,902	\$69,849
4	\$67,975	\$11,902	\$79,877
5	\$78,552	\$13,004	\$91,556
6	\$80,909	\$13,004	\$93,913
7	\$83,336	\$15,208	\$98,544
8	\$85,836	\$16,310	\$102,147
9	\$88,411	\$16,531	\$104,942
10	\$91,064	\$16,531	\$107,594
Total	\$1,459,499	\$239,952	\$1,699,452

Total Additional Revenues for the State:

Year	Total Revenues
1	\$2,337,053
2	\$155,080
3	\$224,613
4	\$234,854
5	\$260,096
6	\$262,674
7	\$294,221
8	\$311,399
9	\$317,098
10	\$319,990
Total	\$4,717,078

Costs and Benefits for the City

Benefits for the City:**Gross receipts tax collections on:**

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$9,128	\$1,069,732	\$37,659	\$1,116,519
2	\$0	\$0	\$75,318	\$75,318
3	\$0	\$0	\$112,977	\$112,977
4	\$0	\$0	\$112,977	\$112,977
5	\$0	\$0	\$123,438	\$123,438
6	\$0	\$0	\$123,438	\$123,438
7	\$0	\$0	\$144,360	\$144,360
8	\$0	\$0	\$154,821	\$154,821
9	\$0	\$0	\$156,913	\$156,913
10	\$0	\$0	\$156,913	\$156,913
Total	\$9,128	\$1,069,732	\$1,198,813	\$2,277,673

Lodgers' tax collections:

Year	Lodgers' Tax Collections
1	\$29,750
2	\$31,562
3	\$33,484
4	\$35,523
5	\$37,686
6	\$39,982
7	\$42,416
8	\$45,000
9	\$47,740
10	\$50,647
Total	\$393,790

Property tax collections on:

Year	Residential Property	The Organization's Property	Total
1	\$132	\$18,850	\$18,981
2	\$134	\$19,227	\$19,361
3	\$137	\$19,611	\$19,748
4	\$140	\$20,003	\$20,143
5	\$142	\$20,403	\$20,546
6	\$145	\$20,811	\$20,957
7	\$148	\$21,228	\$21,376
8	\$151	\$21,652	\$21,803
9	\$154	\$22,085	\$22,239
10	\$157	\$22,527	\$22,684
Total	\$1,441	\$206,398	\$207,839

Other taxes and user fees to be collected from new residents:

Year	Other Taxes and User Fees
1	\$1,000
2	\$1,020
3	\$1,248
4	\$1,273
5	\$1,299
6	\$1,325
7	\$1,351
8	\$1,378
9	\$1,406
10	\$1,434
Total	\$12,736

Utility franchise fees collected from new residents and the organization:

Year	Total Utility Franchise Fees to be Collected
1	\$4,236
2	\$4,359
3	\$4,563
4	\$4,695
5	\$4,831
6	\$4,971
7	\$5,116
8	\$5,264
9	\$5,417
10	\$5,574
Total	\$49,026

Utility revenues from new residents and from the organization:

Year	Total Utility Revenues
1	\$78,000
2	\$80,280
3	\$83,876
4	\$86,317
5	\$88,830
6	\$91,417
7	\$94,080
8	\$96,821
9	\$99,643
10	\$102,548
Total	\$901,813

Building permits and fees to be collected from the organization:

Year	Building Permits & Fees
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Costs for the City:

The City's additional costs for new residents and the organization:

Year	Cost of Providing Services to New Residents	Costs of Providing Utilities to the Organization	Total
1	\$1,750	\$70,200	\$71,950
2	\$1,785	\$72,252	\$74,037
3	\$2,185	\$75,488	\$77,673
4	\$2,229	\$77,685	\$79,914
5	\$2,273	\$79,947	\$82,220
6	\$2,319	\$82,275	\$84,594
7	\$2,365	\$84,672	\$87,037
8	\$2,412	\$87,139	\$89,552
9	\$2,460	\$89,679	\$92,140
10	\$2,510	\$92,294	\$94,803
Total	\$22,287	\$811,632	\$833,919

Net Benefits for the City:

Year	Benefits	Costs	Net Benefits
1	\$1,248,486	\$71,950	\$1,176,536
2	\$211,900	\$74,037	\$137,863
3	\$255,896	\$77,673	\$178,223
4	\$260,929	\$79,914	\$181,015
5	\$276,630	\$82,220	\$194,410
6	\$282,090	\$84,594	\$197,496
7	\$308,699	\$87,037	\$221,662
8	\$325,087	\$89,552	\$235,536
9	\$333,359	\$92,140	\$241,219
10	\$339,801	\$94,803	\$244,998
Total	\$3,842,877	\$833,919	\$3,008,958

Costs and Benefits for the County:

Gross receipts tax collections on spending:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$3,381	\$396,197	\$13,948	\$413,526
2	\$0	\$0	\$27,896	\$27,896
3	\$0	\$0	\$41,843	\$41,843
4	\$0	\$0	\$41,843	\$41,843
5	\$0	\$0	\$45,718	\$45,718
6	\$0	\$0	\$45,718	\$45,718
7	\$0	\$0	\$53,467	\$53,467
8	\$0	\$0	\$57,341	\$57,341
9	\$0	\$0	\$58,116	\$58,116
10	\$0	\$0	\$58,116	\$58,116
Total	\$3,381	\$396,197	\$444,005	\$843,583

Lodgers' tax collections:

Year	Lodgers' Tax Collections
1	\$17,000
2	\$18,035
3	\$19,134
4	\$20,299
5	\$21,535
6	\$22,847
7	\$24,238
8	\$25,714
9	\$27,280
10	\$28,941
Total	\$225,023

Property tax collections on:

Year	Residential Property	The Organization's Property	Total Tax Collections
1	\$545	\$90,948	\$91,493
2	\$555	\$92,767	\$93,322
3	\$566	\$94,622	\$95,189
4	\$578	\$96,515	\$97,093
5	\$589	\$98,445	\$99,034
6	\$601	\$100,414	\$101,015
7	\$613	\$102,422	\$103,035
8	\$625	\$104,471	\$105,096
9	\$638	\$106,560	\$107,198
10	\$651	\$108,691	\$109,342
Total	\$5,962	\$995,855	\$1,001,817

Other taxes and user fees collected from new residents:

Year	Other Taxes and User Fees
1	\$425
2	\$434
3	\$531
4	\$541
5	\$552
6	\$563
7	\$574
8	\$586
9	\$598
10	\$609
Total	\$5,413

Utility franchise fees collected on utilities provided to the organization:

Year	Utility
	Franchise Fees Collected
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Utilities provided to the organization:

Year	Utilities Provided to the Organization
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Additional County costs:

Year	County Costs for New Residents	Costs of Providing Utilities to the Organization	Total
1	\$425	\$0	\$425
2	\$434	\$0	\$434
3	\$531	\$0	\$531
4	\$541	\$0	\$541
5	\$552	\$0	\$552
6	\$563	\$0	\$563
7	\$574	\$0	\$574
8	\$586	\$0	\$586
9	\$598	\$0	\$598
10	\$609	\$0	\$609
Total	\$5,413	\$0	\$5,413

Net Benefits for the County:

Year	Benefits	Costs	Net Benefits
1	\$522,443	\$425	\$522,018
2	\$139,687	\$434	\$139,253
3	\$156,696	\$531	\$156,166
4	\$159,776	\$541	\$159,235
5	\$166,839	\$552	\$166,287
6	\$170,143	\$563	\$169,579
7	\$181,314	\$574	\$180,740
8	\$188,737	\$586	\$188,151
9	\$193,191	\$598	\$192,594
10	\$197,009	\$609	\$196,399
Total	\$2,075,835	\$5,413	\$2,070,423

Benefits for the School District:

Property tax collections on:

Year	Residential Property	The Organization's Property	Total Tax Collections
1	\$581	\$48,246	\$48,827
2	\$592	\$49,211	\$49,803
3	\$604	\$50,195	\$50,799
4	\$616	\$51,199	\$51,815
5	\$628	\$52,223	\$52,852
6	\$641	\$53,267	\$53,909
7	\$654	\$54,333	\$54,987
8	\$667	\$55,419	\$56,086
9	\$680	\$56,528	\$57,208
10	\$694	\$57,658	\$58,352
Total	\$6,358	\$528,280	\$534,638

Additional state and federal school funding:

Year	Additional School Funding
1	\$16,623
2	\$17,122
3	\$23,514
4	\$24,219
5	\$24,946
6	\$25,694
7	\$26,465
8	\$27,259
9	\$28,077
10	\$28,919
Total	\$242,837

Costs for the school district to educate children of new workers who move to the district:

Year	Costs of Educating New Students
1	\$13,500
2	\$13,905
3	\$19,096
4	\$19,669
5	\$20,259
6	\$20,867
7	\$21,493
8	\$22,138
9	\$22,802
10	\$23,486
Total	\$197,215

Net Benefits for the School District:

Year	Benefits	Additional Costs	Net Benefits
1	\$65,450	\$13,500	\$51,950
2	\$66,925	\$13,905	\$53,020
3	\$74,313	\$19,096	\$55,217
4	\$76,034	\$19,669	\$56,365
5	\$77,797	\$20,259	\$57,538
6	\$79,603	\$20,867	\$58,736
7	\$81,452	\$21,493	\$59,959
8	\$83,345	\$22,138	\$61,208
9	\$85,285	\$22,802	\$62,483
10	\$87,271	\$23,486	\$63,785
Total	\$777,475	\$197,215	\$580,260

Benefits for Santa Fe Community College

Property tax collections on:

Year	Residential Property	The	
		Organization's Property	Total Tax Collections
1	\$267	\$26,704	\$26,971
2	\$272	\$27,238	\$27,510
3	\$278	\$27,782	\$28,060
4	\$283	\$28,338	\$28,621
5	\$289	\$28,905	\$29,194
6	\$295	\$29,483	\$29,778
7	\$301	\$30,073	\$30,373
8	\$307	\$30,674	\$30,981
9	\$313	\$31,288	\$31,600
10	\$319	\$31,913	\$32,232
Total	\$2,923	\$292,397	\$295,320

Attachment B

Irrevocable Letter of Credit

LOS ALAMOS NATIONAL BANK – SANTA FE OFFICE

2009 Galisteo Street, Santa Fe, New Mexico 87505 / Telephone (505) 988-3200

Irrevocable Letter of Credit No. 20190

Date: May 16, 2012

Beneficiary: City of Santa Fe, New Mexico

Upon the application of Rodeo Property, Inc. ("Applicant") whose address is Post Office Box 5185, Santa Fe, New Mexico 87502, Los Alamos National Bank ("Issuer"), whose address is 2009 Galisteo St., Santa Fe, NM 87505, hereby issues this Irrevocable Letter of Credit ("LOC") to City of Santa Fe, New Mexico ("Beneficiary"), whose address is 200 Lincoln Ave., Santa Fe, NM 87501, in an amount not to exceed a total of U.S. Dollars One Hundred Thousand and 00/100 (US\$100,000) ("Total Credit Amount"), subject to the following terms and conditions:

1. TERM: This LOC shall become effective upon the date first written above and shall expire, unless automatically renewed, one (1) year thereafter.
2. PRESENTATION AND HONOR: Any time prior to the expiration of this LOC, Issuer shall pay Beneficiary up to the Total Credit Amount, either in whole or in part, as demanded by Beneficiary, upon presentation of a demand letter that contains the following information and representations:
 - a. The LOC Number;
 - b. The original copy of this LOC;
 - c. A statement that the proceeds paid are for repayment of sums paid to Applicant by Beneficiary under that certain Project Participation Agreement effective December 14, 2011, due to Applicant's default;
 - d. The amount demanded;
 - e. A statement that a copy of the demand letter has been mailed to Applicant; and,
 - f. The acknowledged signature of the Beneficiary.

Presentation shall be perfected by mailing a demand letter to Issuer, pursuant to Paragraph 8 below, which contains the foregoing information and representations. Issuer shall promptly honor the Beneficiary's presentations that strictly comply with the terms of this LOC; provided that Issuer shall promptly notify Beneficiary of any defect in presentation or other reasons for Issuer's refusal to honor.

3. RENEWAL: This LOC shall automatically be renewed for successive one (1) year terms unless, ninety (90) days prior to the expiration of any one (1) year term, Issuer mails a Notice of Expiration to Beneficiary pursuant to Paragraph 8 below. In the event Issuer timely issues a Notice of Expiration, this LOC shall expire upon the next expiration date immediately following the date Notice of Expiration was timely mailed; provided, however, that if Applicant fails to replace this LOC with other financial assurance acceptable to Beneficiary at least thirty (30) days before the next expiration

date following the date the Notice of Expiration was mailed, then Issuer shall pay Beneficiary in accordance with Paragraph 2 above.

4. **REDUCTION IN TOTAL CREDIT AMOUNT:** Beneficiary may, at its sole option, reduce the Total Credit Amount under this LOC by mailing a Notice of Reduction, pursuant to Paragraph 8, that contains the amount by which the Total Credit Amount is to be reduced.

5. **TERMINATION:** This LOC may be terminated by Beneficiary prior to the expiration date by mailing a Notice of Termination to Issuer pursuant to Paragraph 8 below. The Notice of Termination shall include reference to the LOC Number, include a copy of the LOC as an attachment, and shall be signed and acknowledged by Beneficiary. This LOC shall terminate upon Issuer's receipt of such Notice of Termination.

6. **APPLICABLE LAW:** This LOC shall be construed and performed in accordance with the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce as Pub. No. 500 ("UCP-500") and the laws of the State of New Mexico. In the event of a conflict between the UCP-500 and New Mexico Uniform Commercial Code ("UCC"), as codified at section NMSA § 55-5-101 *et seq.* (1998), the UCP-500 shall govern as a permissible contract modification of the UCC provisions.

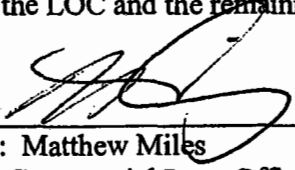
7. **FORUM:** Any lawsuit regarding this LOC shall be brought and heard in the First Judicial District Court, Santa Fe, New Mexico.

8. **NOTICES:** All notices required under this LOC shall be mailed, Certified Mail - Return Receipt Requested as follows:

Notices to Beneficiary: City of Santa Fe, New Mexico
200 Lincoln Ave.
Santa Fe, NM 87501

Notices to Issuer: Los Alamos National Bank
2009 Galisteo St.
Santa Fe, NM 87505

9. **ACCOUNTING:** Upon request by Beneficiary, Issuer shall provide Beneficiary with an itemized accounting of all debits and credits to Beneficiary's account under the LOC and the remaining balance.

By: 
Name: Matthew Miles
Title: Commercial Loan Officer



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

AMENDED – ITEM #1-2 AND ITEM #1-4

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 12/13/11 TIME 2:05 pm

SERVED BY _____

RECEIVED BY [Signature]

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – November 30, 2011.
9. PRESENTATIONS
 - a) Employee of the Month for December 2011 – Keith Wilson, MPO Senior Planner. (5 Minutes)
 - b) 2011 Boys Soccer City Champions Trophy Presentation – Capital High School. (5 minutes)
10. CONSENT CALENDAR
 - a) Request for Approval of Donation of One (1) Fire Department Vehicle (Type 1 Fire Engine) to the Penasco Volunteer Fire Department. (Robert Rodarte and Fire Chief Barbara Salas)
 - b) Request for Approval of Amendment No. 8 to Professional Services Agreement – Santa Fe Trail Project at Camino Alire to NM 599; Weston Solutions, Inc. (Formerly Resource Technology, Inc. or RTI). (Brian Drypolcher)
 - 1) Request for Approval of Budget Increase – Project Fund.

EXHIBIT

B



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

- c) Request for Approval of Budget Increase from Railyard GRT Fund Into Santa Fe Railyard. (Bob Siqueiros)
- d) Request for Approval of Lease Agreement – Parking Area on Lot 33, Block 43 of N.L. Kings Official Map Located Within the 700 Block of Paseo De Peralta; Paseo Parkers, LLC. (Edward Vigil)
- e) Request for Approval of Procurement Under Cooperative Agreement – One (1) Backhoe and One (1) HD Loader for Wastewater Division; Adobe Truck and Equipment. (Bryan Romero)
 - 1) Request for Approval of Budget Increase – Wastewater Fund.
- f) Request for Approval of Amendment No. 1 to Professional Services Agreement – Reservoir Infrastructure Improvements - Phase I for Water Division; Santa Fe Engineering Consultants, LLC. (Robert Jorgensen)
- g) CONSIDERATION OF RESOLUTION NO. 2011-_____.
A Resolution Relating to a Request for Approval of First Quarter Budget Adjustments for Fiscal Year 2011/2012 Ending September 30, 2011. (Cal Probasco)
- h) CONSIDERATION OF RESOLUTION NO. 2011-_____. (Mayor Coss and Councilor Calvert)
A Resolution Adopting the City of Santa Fe Updated ADA Transition Plan and Self Evaluation. (Joseph Lujan)
- i) Request for Approval of Consideration to Fill Vacant Positions. (Robert Romero)
- j) Request for Approval to Publish Notice of Public Hearing on January 11, 2012:
 - 1) Bill No. 2011-46: An Ordinance Amending Section 14-8.14(E)(1) SFCC 1987 so that for a Period of Two Years, the Impact Fees for Residential Developments Shall be Reduced by 100%; and Making Such Other Necessary Changes. (Councilor Wurzbarger, Councilor Ortiz and Councilor Dominguez) (Matthew O'Reilly)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

- 2) Bill No. 2011-47: An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Gross Receipts Tax (Subordinate Lien)/Wastewater System Refunding Revenue Bonds, Series 2012b in an Aggregate Principal Amount Not to Exceed \$16,500,000 for the Purpose of Defraying the Cost of Refunding, Paying and Discharging the Outstanding City of Santa Fe, New Mexico Gross Receipts Tax (Subordinate Lien)/Wastewater System Variable Rate Revenue Bonds, Series 1997b; Providing that the Bonds will be Payable and Collectible From the Net Revenues of the City's Wastewater System and Certain Gross Receipts Tax Revenues Distributed to the City; Establishing the Form, Terms, Manner of Execution and Other Details of the Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement in Connection with the Bonds; Providing for Redemption of the Series 1997b Bonds; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing All Ordinances in Conflict Herewith; and Related Matters. (Dr. Melville Morgan)
- 3) Bill No. 2011-48: An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012a in an Aggregate Principal Amount Not to Exceed \$40,000,000 for the Purpose of Defraying the Cost of (1) Public Projects Related to Public Utilities, Public Works, Parks and Recreation, and Community Services as Authorized By Law and the City's Home Rule Powers and (2) Refunding, Paying and Discharging the Outstanding City of Santa Fe, New Mexico Gross Receipts Tax Improvement Revenue Bonds, Series 2004; Providing that the Bonds will be Payable and Collectible From the Gross Receipts Tax Revenues Distributed to the City; Establishing the Form, Terms, Manner of Execution and Other Details of the Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement and an Escrow Agreement; Providing for Redemption of the Series 2004 Bonds; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing All Ordinances in Conflict Herewith; and Related Matters. (Dr. Melville Morgan)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

- 4) Bill No. 2011-49: An Ordinance Amending Section 7-4.2 SFCC 1987 Regarding the Administration of the Residential Green Building Code; Repealing Exhibit A to Chapter VII SFCC 1987, Santa Fe Residential Green Building Code; and Adopting a New Exhibit A to Chapter VII SFCC 1987, Santa Fe Residential Green Building Code, to be Consistent with the National Green Building Standard. (Councilor Calvert) (Katherine Mortimer)
 - a) A Resolution Repealing Resolution No. 2009-42, Resolution No. 2009-73 and Resolution 2010-63 that Adopted and Amended the Administrative Procedures for the Santa Fe Residential Green Building Code; and Adopting Updated Administrative Procedures for the Santa Fe Residential Green Building Code to be Consistent with the National Green Building Standard. (Councilor Calvert) (Katherine Mortimer)
- 5) Bill No. 2011-50: An Ordinance Amending Section 25-1.3 SFCC 1987 to Exempt State Educational Institutions from Being Required to Comply with Chapter 14 SFCC 1987 (Land Development Laws) when Applying for City Water and Making Other Such Changes as are Necessary (Councilor Romero, Mayor Coss, Councilor Trujillo, Councilor Calvert and Councilor Dominguez) (Matthew O'Reilly and Brian Snyder)
- k) CONSIDERATION OF RESOLUTION NO. 2011-_____. (Mayor Coss and Councilor Calvert)
A Resolution Supporting the Efforts of the Community, Labor and Faith Organizations, the New Mexico Attorney General, the New Mexico Department of Workforce Solutions, and the United States Department of Labor to Eliminate the Practice of Wage Theft in New Mexico.
(Postponed at November 30, 2011 City Council Meeting)
- l) CONSIDERATION OF RESOLUTION NO. 2011-_____. (Mayor Coss)
A Resolution Recognizing the Gift of a Bronze Statue From the Pueblo of Pojoaque and Artist George Rivera to the Petry Family in Honor of Sergeant First Class Leroy Arthur Petry, a Native Santa Fean and Medal of Honor Recipient; Accepting with Gratitude the Bronze Statue as a Donation from the Petry Family to the City; and Supporting the Placement of the Statue on the Southeast Lawn of City Hall, Along Lincoln Avenue.
(Sabrina Pratt)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

11. CONSIDERATION OF RESOLUTION NO. 2011-_____. (Councilor Calvert)
A Resolution Supporting Federal Legislation to Enact the *Sensible Accounting to Value Energy Act*. (The "Save Act"). (Katherine Mortimer)
12. CONSIDERATION OF RESOLUTION NO. 2011-_____. (Councilor Romero, Councilor Dominguez, Councilor Wurzbarger and Councilor Calvert)
A Resolution Supporting the 2012 Farm Bill Priorities as a Means to Securing a Regional Food System that is Just and Accessible for All Residents of the City of Santa Fe. (Katherine Mortimer)
13. **Case #2011-125** – Request for Approval of the Recommendation of the City Attorney Pursuant to Santa Fe City Code §14-3.17(D)(6) that the Governing Body Dismiss the Appeal of Norman Lagasse as Agent for Ida A. Rajotte from the October 6, 2011 Decision of the Summary Committee Approving a Lot Split for a Parcel of Land Located at the Corner of Camino Carlos Rey and the Arroyo de Los Chamisos. (Kelley Brennan)
14. **Case #2011- 126** – Request for Approval of the Recommendation of the City Attorney Pursuant to Santa Fe City Code §14-3.17(D)(6) that the Governing Body Dismiss the Appeal of Mark Graham from the October 26, 2011 Issuance of Building Permit #11-2071 for Construction of a Stucco Wall and Coyote Fence at 4555 Camino Placitas. (Kelley Brennan)
15. **Case #2011-64**. Ft. Marcy 14 Upgrade Project. Public Service Company of New Mexico (PNM), is Presenting an Accounting to the Governing Body Pursuant to Section 14-6.2(G)(7) SFCC 1987, for the Undergrounding of Approximately 11,700 Linear Feet of Electrical Lines Between Bishop's Lodge Road and Hyde Park Road. The Governing Body may (1) Direct the Applicant to Seek Approval of the New Mexico Public Regulation for an Additional Fee to be Paid by all City Customers to Cover the Cost of Undergrounding; or (2) Allocating City Funds to Cover the Cost or Partial Cost of Undergrounding; or (3) Authorizing the Applicant to Construct the Aboveground Electrical Lines. (Dan Esquibel and Marcos Martinez)
16. MATTERS FROM THE CITY MANAGER



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

17. MATTERS FROM THE CITY ATTORNEY

EXECUTIVE SESSION

- a) Discussion of the Purchase, Acquisition or Disposal of Real Property by the City of Santa Fe, Office Space Lease Agreement, 500 Market Street, Suite 200 at the Railyard; with Railyard Company LLC, Pursuant to §10-15-1(H)(8), NMSA 1978, and Discussion of Threatened or Pending Litigation in Which the City of Santa Fe Is or May Become a Participant Involving Railyard Company, LLC in Accordance with §10-15-1(H)(7), NMSA 1978.
- b) Pursuant to City of Santa Fe Resolution No. 2010-24, Discussion of Threatened or Pending Litigation in which the City of Santa Fe is or May Become a Participant, in Accordance with §10-15-1(H)(7), NMSA 1978.

- 18. Action Regarding the Purchase, Acquisition or Disposal of Real Property by the City of Santa Fe, Office Space Lease Agreement, 500 Market Street, Suite 200 at the Railyard; with Railyard Company LLC, and Regarding Threatened or Pending Litigation in Which the City of Santa Fe Is or May Become a Participant Involving Railyard Company, LLC. (Geno Zamora)

19. MATTERS FROM THE CITY CLERK

20. COMMUNICATIONS FROM THE GOVERNING BODY

EVENING SESSION – 7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 14, 2011
CITY COUNCIL CHAMBERS

H. Presentation of Proclamation – St. Elizabeth Shelter Day. (Deborah Tang)
(5 Minutes)

I. PUBLIC HEARINGS:

- 1) Request for Approval of the Rodeo de Santa Fe Indoor Arena Project Participation Agreement for a Feasibility Study. (Mayor Coss) (Fabian Trujillo)
- 2) **Case #2011-106. Appeal.** Sommer Karnes & Associates, LLP, Agent for Mark and Beth Jernigan, Appeals the August 23 and September 13, 2011 Decisions of the Historic Design Review Board in Case #H-11-079A Designating the Main House and the Guest House at 1041 Camino Cruz Blanca as Significant. (David Rasch and Kelley Brennan) (**Postponed to January 11, 2012 City Council Meeting**)
- 3) CONSIDERATION OF BILL NO. 2011-25: ADOPTION OF ORDINANCE NO 2011-_____. (Councilor Ortiz)
An Ordinance Amending Section 11-2.2 SFCC 1987 and Creating a New Section 11-2.6 SFCC 1987 Limiting General Fund Personnel Costs. (Dr. Melville Morgan) (Postponed at August 10, 2011 City Council Meeting) (**Withdrawn by Sponsor**)
- 4) Request from Mirador Gallery for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Alcohol at Mirador Gallery, 616 Canyon Road, which is Within 300 Feet of the Santa Fe Monthly Meeting of Friends Quaker Church, 630 Canyon Road and the Acequia Madre Elementary School, 700 Acequia Madre. The Request is for an Art Reception/Christmas Eve Party to be held on December 24, 2011 from 4:30 p.m. to 11:30 p.m.

J. ADJOURN

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been addressed, the meeting should be reconvened at 7:00 p.m., the following day and shall be adjourned not later than 12:00 a.m. Agenda items, not considered prior to 11:30 p.m., shall be considered when the meeting is reconvened or tabled for a subsequent meeting.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) days prior to meeting date.

**SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
December 14, 2011**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<u>AFTERNOON SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1-2
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT CALENDAR LISTING		2-5
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – NOVEMBER 30, 2011	Approved	5
<u>PRESENTATIONS</u>		
EMPLOYEE OF THE MONTH FOR DECEMBER 2011 – KEITH WILSON, MPO SENIOR PLANNER		5
2011 BOYS SOCCER CITY CHAMPIONS TROPHY PRESENTATION – CAPITAL HIGH SCHOOL	Postponed to 01/11/2012	5
REMARKS BY THE NEWLY APPOINTED PUBLIC REGULATION COMMISSIONER, DOUG HOWE, DISTRICT 3		5-6
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL TO PUBLISH NOTICE OF PUBLIC HEARING ON JANUARY 11, 2012 BILL NO. 2011-50: AN ORDINANCE AMENDING SECTION 25-1.3 SFCC 1987, TO EXEMPT STATE EDUCATIONAL INSTITUTIONS FROM BEING REQUIRED TO COMPLY WITH CHAPTER 14 SFCC 2987 (LAND DEVELOPMENT LAWS) WHEN APPLYING FOR CITY WATER AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY	Approved w/amendment	6-8

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<p>CONSIDERATION OF RESOLUTION NO. 2011-74. A RESOLUTION RECOGNIZING THE GIFT OF A BRONZE STATUE FROM THE PUEBLO OF POJOAQUE AND ARTIST GEORGE RIVERA TO THE PETRY FAMILY IN HONOR OF SERGEANT FIRST CLASS LEROY ARTHUR PETRY, A NATIVE SANTA FEAN AND MEDAL OF HONOR RECIPIENT; ACCEPTING WITH GRATITUDE THE BRONZE STATUE AS A DONATION FROM THE PETRY FAMILY; AND SUPPORTING THE PLACEMENT OF THE STATUE ON THE SOUTHEAST LAWN OF CITY HALL, ALONG LINCOLN AVENUE</p> <p>*****</p> <p>END OF CONSENT CALENDAR DISCUSSION</p> <p>*****</p>	<p>Approved w/direction to staff</p>	<p>8-9</p>
<p>CONSIDERATION OF RESOLUTION NO. 2011-75. A RESOLUTION SUPPORTING FEDERAL LEGISLATION TO ENACT THE <i>SENSIBLE ACCOUNTING TO VALUE ENERGY ACT</i>. (THE "SAVE ACT")</p>	<p>Approved</p>	<p>10</p>
<p>CONSIDERATION OF RESOLUTION NO. 2011-76. A RESOLUTION SUPPORTING THE 2012 FARM BILL PRIORITIES AS A MEANS TO SECURING A REGIONAL FOOD SYSTEM THAT IS JUST AND ACCESSIBLE FOR ALL RESIDENTS OF THE CITY OF SANTA FE</p>	<p>Approved</p>	<p>10</p>
<p><u>CASE #2011-125.</u> – REQUEST FOR APPROVAL OF THE RECOMMENDATION OF THE CITY ATTORNEY PURSUANT TO SANTA FE CITY CODE §14-3.17(D)(6), THAT THE GOVERNING BODY DISMISS THE APPEAL OF NORMAN LAGASSE AS AGENT FOR IDA A. RAJOTTE FROM THE OCTOBER 6, 2011 DECISION OF THE SUMMARY COMMITTEE APPROVING A LOT SPLIT FOR A PARCEL OF LAND LOCATED AT THE CORNER OF CAMINO CARLOS REY AND THE ARROYO DE LOS CHAMISOS</p>	<p>Denied</p>	<p>11</p>

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
CASE #2011-126 – REQUEST FOR APPROVAL OF THE RECOMMENDATION OF THE CITY ATTORNEY PURSUANT TO SANTA FE CITY CODE §14-3.17(D)(6), THAT THE GOVERNING BODY DISMISS THE APPEAL OF MARK GRAHAM FROM THE OCTOBER 26,, 2011 ISSUANCE OF BUILDING PERMIT #11-2071 FOR CONSTRUCTION OF A STUCCO WALL AND COYOTE FENCE AT 4555 CAMINO PLACITAS	Approved	12
CASE #2011-64. FT. MARCY 14 UPGRADE PROJECT. PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), IS PRESENTING AN ACCOUNTING TO THE GOVERNING BODY, PURSUANT TO SECTION 14-6.2(G)(7) SFCC 1987, FOR THE UNDERGROUNDING OF APPROXIMATELY 11,700 LINEAR FEET OF ELECTRICAL LINES BETWEEN BISHOP'S LODGE ROAD AND HYDE PARK ROAD. THE GOVERNING BODY MAY (1) DIRECT THE APPLICANT TO SEEK APPROVAL OF THE NEW MEXICO PUBLIC REGULATION FOR AN ADDITIONAL FEE TO BE PAID BY ALL CITY CUSTOMERS TO COVER THE COST OF UNDERGROUNDING; OR (2) ALLOCATING CITY FUNDS TO COVER THE COST OR PARTIAL COST OF UNDERGROUNDING; OR (3) AUTHORIZING THE APPLICANT TO CONSTRUCT THE ABOVEGROUND ELECTRICAL LINES	Vote to take no action this evening and preserve right to participate	12-16
MATTERS FROM THE CITY MANAGER	None	16
<u>MATTERS FROM THE CITY ATTORNEY</u>		
EXECUTIVE SESSION	Approved	16-17
MOTION TO COME OUT OF EXECUTIVE SESSION	Approved	17
ACTION REGARDING THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, OFFICE SPACE LEASE AGREEMENT, 500 MARKET STREET, SUITE 200 AT THE RAILYARD; WITH RAILYARD COMPANY, LLC, AND REGARDING THREATENED OR PENDING LITIGATION IN WHICH THE CITY OF SANTA FE IS OR MAY BECOME A PARTICIPANT INVOLVING RAILYARD COMPANY, LLC	Approved City Attorney's Recommendation	17-18

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
MATTERS FROM THE CITY CLERK	None	18
COMMUNICATIONS FROM THE GOVERNING BODY	Information/discussion	18-24
<u>EVENING SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	25
PETITIONS FROM THE FLOOR		25
<u>APPOINTMENTS</u>		
Santa Fe City & County Advisory Council on Food Policy	Approved	26
Capital Improvements Advisory Committee	Approved	26
<u>PRESENTATIONS</u>		
PRESENTATION OF PROCLAMATION – ST. ELIZABETH SHELTER DAY		27
<u>PUBLIC HEARINGS</u>		
REQUEST FOR APPROVAL OF THE RODEO DE SANTA FE INDOOR ARENA PROJECT PARTICIPATION AGREEMENT FOR A FEASIBILITY STUDY	Approved as amended	27-28
<u>CASE #2011-106. APPEAL. SOMMER KARNES & ASSOCIATES, LLP, AGENT FOR MARK AND BETH JERNIGAN, APPEALS THE AUGUST 23 AND SEPTEMBER 13, 2011, DECISIONS OF THE HISTORIC DESIGN REVIEW BOARD IN CASE #H-11-079A, DESIGNATING THE MAIN HOUSE AND THE GUEST HOUSE AT 1041 CAMINO CRUZ BLANCA AS SIGNIFICANT</u>	Postponed to 01/11/2012	28
CONSIDERATION OF BILL NO. 2011-25: ADOPTION OF ORDINANCE NO. 2011-____. AN ORDINANCE AMENDING SECTION 11-2-2 SFCC 1987 AND CREATING A NEW SECTION 11-2.6 SFCC 1987, LIMITING GENERAL FUND PERSONNEL COSTS	Withdrawn by Sponsor	28

ITEM

ACTION

PAGE #

REQUEST FROM EL MIRADOR GALLERY FOR
A WAIVER OF THE 300 FOOT LOCATION
RESTRICTION AND APPROVAL TO ALLOW
THE DISPENSING/ CONSUMPTION OF
ALCOHOL AT MIRADOR GALLERY, 616
CANYON ROAD, WHICH IS WITHIN 300 FEET
OF THE SANTA FE MONTHLY MEETING OF
FRIENDS QUAKER CHURCH, 630 CANYON
ROAD AND THE ACEQUIA MADRE
ELEMENTARY SCHOOL, 700 ACEQUIA
MADRE. THE REQUEST IS FOR AN ART
RECEPTION/CHRISTMAS EVE PARTY TO BE
HELD ON DECEMBER 24, 2011, FROM 4:30 P.M.
TO 11:30 P.M.

Approved w/direction to staff

28-29

ADJOURN

29

**MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
December 14, 2011**

AFTERNOON SESSION

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Pro-Tem Wurzbarger, on December 14, 2011, at approximately 5:00 p.m., in the City Hall Council Chambers. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

Members Present

Mayor David Coss
Councilor Rebecca Wurzbarger, Mayor Pro-Tem
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Miguel Chavez
Councilor Carmichael A. Dominguez
Councilor Matthew E. Ortiz
Councilor Rosemary Romero
Councilor Ronald S. Trujillo

Others Attending

Robert Romero, City Manager
Geno Zamora, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

6. APPROVAL OF AGENDA

Yolanda Vigil, City Clerk, said staff would like to add an Item 9(c) to the agenda, for remarks from newly appointed Public Regulation Commissioner Doug Howe. She said staff is requesting postponement of 9(b) to the next meeting of the City Council on January 11, 2011, Item 1(2) on the evening agenda will be postponed to the Council meeting of January 11, 2011, and Item 1(4) has been added to the agenda, which is a request from Mirador Gallery for a waiver, noting it is on the Amended Agenda.

Mayor Pro-Tem said there has been a request with regard to Item 15, the PNM upgrade.

Geno Zamora said the Council can address that when we get to that agenda item.

Mayor Pro-Tem Wurzbarger said it can be addressed "if you choose to allow public comment at that point, which I understand has been requested of the Mayor who is not here, so we don't have to make that decision now. Okay. We'll make that decision later."

MOTION: Councilor Ortiz moved, seconded by Councilor Bushee, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Romero, Trujillo and Wurzbarger voting for the motion and none against.

7. APPROVAL OF CONSENT CALENDAR

MOTION: Councilor Dominguez moved, seconded by Councilor Ortiz, to approve the following Consent Calendar, as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

Absent for the vote: Councilor Calvert.

- a) **REQUEST FOR APPROVAL OF DONATION OF ONE (1) FIRE DEPARTMENT VEHICLE (TYPE 1 FIRE ENGINE) TO THE PENASCO VOLUNTEER FIRE DEPARTMENT. (ROBERT RODARTE AND FIRE CHIEF BARBARA SALAS)**
- b) **REQUEST FOR APPROVAL OF AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT – SANTA FE TRAIL PROJECT AT CAMINO ALIRE TO NM 599; WESTON SOLUTIONS, INC. (FORMERLY RESOURCE TECHNOLOGY, INC., OR RTI). (BRIAN DRYPOLCHER)**
 - 1) **REQUEST FOR APPROVAL OF BUDGET INCREASE – PROJECT FUND.**
- c) **REQUEST FOR APPROVAL OF BUDGET INCREASE FROM RAILYARD GRT FUND INTO SANTA FE RAILYARD. (BOB SIQUEIROS)**
- d) **REQUEST FOR APPROVAL OF LEASE AGREEMENT – PARKING AREA ON LOT 33, BLOCK 43 OF N.L. KINDS OFFICIAL MAP, LOCATED WITHIN THE 700 BLOCK OF PASEO DE PERALTA; PASEO PARKERS, LLC. (EDWARD VIGIL)**

- e) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER COOPERATIVE AGREEMENT – ONE (1) BACKHOSE AND ONE (1) HD LOADER FOR WASTEWATER DIVISION; ADOBE TRUCK AND EQUIPMENT. (BRYAN ROMERO)**
 - 1) **REQUEST FOR APPROVAL OF BUDGET INCREASE – WASTEWATER FUND.**
- f) **REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – RESERVOIR INFRASTRUCTURE IMPROVEMENTS – PHASE I FOR WATER DIVISION; SANTA FE ENGINEERING CONSULTANTS, LLC. (ROBERT JORGENSEN)**
- g) **CONSIDERATION OF RESOLUTION NO. 2011- 71. A RESOLUTION RELATING TO A REQUEST FOR APPROVAL OF FIRST QUARTER BUDGET ADJUSTMENTS FOR FISCAL YEAR 2011/2012, ENDING SEPTEMBER 30, 2011. (CAL PROBASCO)**
- h) **CONSIDERATION OF RESOLUTION NO. 2011-72 (MAYOR COSS AND COUNCILOR CALVERT). A RESOLUTION ADOPTING THE CITY OF SANTA FE UPDATED ADA TRANSITION PLAN AND SELF EVALUATION. (JOSEPH LUJAN)**
- i) **REQUEST FOR APPROVAL OF CONSIDERATION TO FILL VACANT POSITIONS. (ROBERT ROMERO)**
- j) **REQUEST FOR APPROVAL TO PUBLISH NOTICE OF PUBLIC HEARING ON JANUARY 11, 2012:**
 - 1) **BILL NO. 2011-46: AN ORDINANCE AMENDING SECTION 14-8.14(E)(1) SFCC 1987, SO THAT FOR A PERIOD OF TWO YEARS, THE IMPACT FEES FOR RESIDENTIAL DEVELOPMENTS SHALL BE REDUCED BY 100%; AND MAKING SUCH OTHER NECESSARY CHANGES (COUNCILOR WURZBURGER, COUNCILOR ORTIZ AND COUNCILOR DOMINGUEZ). (MATTHEW O'REILLY)**
 - 2) **BILL NO. 2011-47: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX (SUBORDINATE LIEN) WASTEWATER SYSTEM VARIABLE RATE REVENUE BONDS, SERIES 2012B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING AND DISCHARGING THE OUTSTANDING CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX (SUBORDINATE LIEN) WASTEWATER SYSTEM VARIABLE RATE REVENUE BONDS, SERIES 1997B; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE FROM THE NET REVENUES OF THE CITY'S WASTEWATER SYSTEM AND CERTAIN GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE CITY; ESTABLISHING THE FORM, TERMS, MANNER OF EXECUTION AND OTHER DETAILS OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION**

WITH THE BONDS; PROVIDING FOR REDEMPTION OF THE SERIES 1997B BONDS; APPROVING CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND RELATED MATTERS. (DR. MELVILLE MORGAN)

- 3) BILL NO. 2011-48: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2012A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 FOR THE PURPOSE OF DEFRAYING THE COST OF (1) PUBLIC PROJECTS RELATED TO PUBLIC UTILITIES, PUBLIC WORKS, PARKS AND RECREATION AND COMMUNITY SERVICES AS AUTHORIZED BY LAW AND THE CITY'S HOME RULE POWERS, AND (2) REFUNDING, PAYING AND DISCHARGING THE OUTSTANDING CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2004; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE FROM THE GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE CITY; ESTABLISHING THE FORM, TERMS, MANNER OF EXECUTION AND OTHER DETAILS OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; PROVIDING FOR REDEMPTION OF THE SERIES 2004 BONDS; APPROVING CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND RELATED MATTERS. (DR. MELVILLE MORGAN)**
- 4) BILL NO. 2011-49: AN ORDINANCE AMENDING SECTION 7-4.2 SFCC 1987, REGARDING THE ADMINISTRATION OF THE RESIDENTIAL GREEN BUILDING CODE; REPEALING EXHIBIT A TO CHAPTER VII SFCC 1987, SANTA FE RESIDENTIAL GREEN BUILDING CODE; AND ADOPTING A NEW EXHIBIT A TO CHAPTER VII SFCC 1987, SANTA FE RESIDENTIAL GREEN BUILDING STANDARD (COUNCILOR CALVERT). (KATHARINE MORTIMER)**
- a) A RESOLUTION REPEALING RESOLUTION NO. 2009-42, RESOLUTION NO. 2009-73 AND RESOLUTION 2010-63 THAT ADOPTED AND AMENDED THE ADMINISTRATIVE PROCEDURES FOR THE SANTA FE RESIDENTIAL GREEN BUILDING CODE; AND ADOPTING UPDATED ADMINISTRATIVE PROCEDURES FOR THE SANTA FE RESIDENTIAL GREEN BUILDING CODE TO BE CONSISTENT WITH THE NATIONAL GREEN BUILDING STANDARD (COUNCILOR CALVERT). (KATHERINE MORTIMER)**
- 5) *[Removed for discussion by Councilor Bushee]***

- k) **CONSIDERATION OF RESOLUTION NO. 2011-73 (MAYOR COSS AND COUNCILOR CALVERT). A RESOLUTION SUPPORTING THE EFFORTS OF THE COMMUNITY, LABOR AND FAITH ORGANIZATIONS, THE NEW MEXICO ATTORNEY GENERAL, THE NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS, AND THE UNITED STATES DEPARTMENT OF LABOR TO ELIMINATE THE PRACTICE OF WAGE THEFT IN NEW MEXICO. (Postponed at November 30, 2011 City Council Meeting)**
- l) ***[Removed for discussion by Councilor Trujillo]***

8. APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – NOVEMBER 30, 2011

MOTION: Councilor Dominguez moved, seconded by Councilor Chavez, to approve the minutes of the Regular City Council meeting of November 30, 2011, as presented.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Romero, Trujillo and Wurzbarger voting for the motion and none against.

9. PRESENTATIONS

- a) **EMPLOYEE OF THE MONTH FOR DECEMBER 2011 – KEITH WILSON, MPO SENIOR PLANNER.**

Councilor Romero read the letter of nomination into the record, noting Mr. Wilson was nominated by Mark Tibbets. Mayor Pro-Tem Wurzbarger, assisted by Councilor Romero, presented Mr. Wilson with a plaque and a check for \$100 from the Employee Benefit Committee. She thanked him for his dedicated service to the City.

Councilor Bushee said she has worked with Mr. Wilson on several projects through various Committees, and said he is a great staffer and gets things done.

- b) **2011 BOYS SOCCER CITY CHAMPIONS TROPHY PRESENTATION – CAPITAL HIGH SCHOOL. THIS ITEM WAS WITHDRAWN FROM THE AGENDA AND POSTPONED TO THE NEXT COUNCIL MEETING ON JANUARY 11, 2012**
- c) **REMARKS BY THE NEWLY APPOINTED PUBLIC REGULATION COMMISSIONER, DOUG HOWE, DISTRICT 3.**

Douglas J. Howe, PRC Commissioner, District 3, said he is honored to have been chosen to serve on the Public Regulation Commission, District 3, which includes the City of Santa Fe. He appreciates the opportunity this evening to introduce himself to the Governing Body and those in

attendance. He resides in Santa Fe, commenting that District 3 is fairly large, reaching from the "northern part of the City of Albuquerque, through the City of Santa Fe and includes almost all of north central and northeastern New Mexico." He has spent the past 30 years of his working career in the energy industry, noting he worked during a time of profound change, from an industry based on oil, coal and nuclear to one increasingly based on renewable resources and natural gas. He has the opportunity to turn his 30 years of experience back into public service, which was what motivated him to become involved.

Commissioner Howe said the PRC is a low profile, high impact State institution, which sits in judgment on every issue affecting electricity, natural gas, oil and gas pipelines, water and sewer, telecommunications, transportation and insurance in New Mexico. He said there are 5 Commissioners, each serving a different District, noting 3 of 5 votes decides any issue before the PRC, commenting it could however be appealed to a higher court. He said most recently the PRC has been the focus of some very negative attention, with an understandable loss of credibility in the public eye.

Commissioner Howe said, "I want to assure you that I'm completely dedicated to working with others to restore faith and confidence in this important institution. I have had considerable discussions with the non-profit group Think New Mexico about their proposals to amend the State's Constitution for reforms of the PRC. I completely support their proposals which will be introduced at the next Legislative Session. And I want to strongly urge you and the members of the public here to contact your State Senators and Representatives and urge your support for reforms as well. I'm going to promise you that I'm always going to be available to you, the Commissioners and the public in general to discuss any issues that are important to you, to the business of the City and the City itself."

Councilor Bushee welcomed Commissioner Howe, and asked him to turn the PRC into a low profile organization.

Vice-Chair Wurzbarger thanked him for attending, and said she hopes he can use his leadership to help support the goals that we have made very clear in Santa Fe with respect to alternative energy and becoming a more sustainable community.

CONSENT CALENDAR DISCUSSION

**10.)) REQUEST FOR APPROVAL TO PUBLISH NOTICE OF PUBLIC HEARING ON
JANUARY 11, 2012:**

- 5) BILL NO. 2011-50: AN ORDINANCE AMENDING SECTION 25-1.3 SFCC 1987,
TO EXEMPT STATE EDUCATIONAL INSTITUTIONS FROM BEING REQUIRED
TO COMPLY WITH CHAPTER 14 SFCC 2987 (LAND DEVELOPMENT LAWS)
WHEN APPLYING FOR CITY WATER AND MAKING SUCH OTHER CHANGES
AS ARE NECESSARY (COUNCILOR ROMERO, MAYOR COSS, COUNCILOR
TRUJILLO, COUNCILOR CALVERT AND COUNCILOR DOMINGUEZ).
(MATTHEW O'REILLY AND BRIAN SNYDER)**

Councilor Bushee said she raised the issue at Finance, and she understood what the Committee wanted to move forward was a different title than the one here, which was to exempt all State Educational Institutions. She asked if staff came up with that language, noting she didn't see any. She asked Mr. Zamora to delineate what the one line change would allow for. She understands it is aimed solely at the Community College's potential new higher education and learning institution, and wants to be sure that any change does not waive the requirement for an ENN. What do the waivers include. She asked the City Attorney to look at the language that is being offered as a change, reiterating she believes the title needs to be changed.

Mr. O'Reilly said he is unsure it is necessary to change the title.

Councilor Bushee said she asked that question of the City Attorney, but would like Mr. O'Reilly to address what is changed, commenting she understood it would allow them to opt out of the requirements of Chapter 14 to follow the City's HOP Ordinance, for example. She wants to know exactly what the bill does and wants to ensure it does not exempt them from an ENN. She wants the attorney to respond to the title prior to publication, and also if it is permissible for the City to exempt only one institution.

Mr. O'Reilly said the Ordinance, as written, would exempt this kind of institution from all Chapter 14 requirements, including ENNs, except for development of water budgets and impact fees – "everything in Chapter 14, all 500 pages, they would be exempt from it, housing, ENNs, notifications, public hearings, everything, but for impact fees and development of water budgets."

Geno Zamora, City Attorney said, "With regard to the title, and I'm looking in the packet here at the amendment proposed by Councilor Bushee, changing the title from State Educational Institutions to Public Post-Secondary Educational Institutions. I believe that's a legal change to include the types of institutions that I believe Councilor Bushee is looking to include, essentially public colleges, universities and community colleges, and technical colleges, etc."

Councilor Bushee asked if that language needs to be reflected in the title of the bill that we are about to accept to publish.

Mr. Zamora said, "Although it's not a requirement, if you have that amendment ready for today, which you do, then I think the best practice is to go ahead and adopt that today. There is always an opportunity to make amendments at the actual hearing, but since you have this here today, I think it is appropriate to do so now."

MOTION: Councilor Bushee moved, seconded by Councilor Romero for purposes of discussion, to approve this request to publish with the amended language change in the title of the bill.

DISCUSSION: Councilor Bushee said she has comments, but she will wait until we hear the bill.

Councilor Chavez said Councilor Bushee covered all of his questions, noting his primary concern was with regard to the ENN. He asked Mr. O'Reilly, in written memo form, to list the exceptions in the major categories – housing, ENN, etc., those that are more critical.

Councilor Romero asked Mr. O'Reilly to clarify that this is specific "to the State owned property, the land at the university. And the change we've made which is higher education, and the placement of that higher education institution at the university. If you could just note for the record, the surrounding property specific to that higher education center, please."

Mr. O'Reilly asked if she is speaking of the zoning of the surrounding property.

Councilor Romero said, "Not the zoning, as much as what is surrounding this property, because as I understand it, the only things that are around this property are other State buildings. I'm probably answering my own question, but what I was trying to have you or staff respond to, is this one of those unique situations that has placed a higher education institution within State property that is surrounded by other State properties, so there is no housing issue as I understand it."

Mr. O'Reilly said, "That is correct. This would be adjacent to the Santa Fe University of Art and Design on one side. I believe there is some State property to the west. There's some other State property to the east, and then across Siringo road is, of course, the Santa Fe High School. I think there are some residentially zoned property that is sort of on the southwest sort of side of this project. I don't have a map in front of me, but it is mostly institutional type properties surrounding this parcel."

Councilor Romero said, "So for properties that are not higher education, like this one, like perhaps development that might be with the Deaf School, that didn't exempt them. This is very specific to property that is adjacent to other State property, is that correct."

Mr. O'Reilly said, "I don't think it speaks to adjacency, I think it talks more to the definition, the new definition that is on the amendment sheet. In terms of what that applies to, I think I would want to defer to the City Attorney about exactly what that applies to. My understanding is this language was crafted to target specifically this Santa Fe Community College higher education center."

VOTE: The motion was approved on a voice vote with Councilors Bushee, Chavez, Dominguez, Ortiz, Romero, Trujillo and Wurzbarger voting for the motion, none against and Councilor Calvert absent for the vote.

10. I) **CONSIDERATION OF RESOLUTION NO. 2011-74 (MAYOR COSS). A RESOLUTION RECOGNIZING THE GIFT OF A BRONZE STATUE FROM THE PUEBLO OF POJOAQUE AND ARTIST GEORGE RIVERA TO THE PETRY FAMILY IN HONOR OF SERGEANT FIRST CLASS LEROY ARTHUR PETRY, A NATIVE SANTA FEAN AND MEDAL OF HONOR RECIPIENT; ACCEPTING WITH GRATITUDE THE BRONZE STATUE AS A DONATION FROM THE PETRY FAMILY; AND SUPPORTING THE PLACEMENT OF THE STATUE ON THE SOUTHEAST LAWN OF CITY HALL, ALONG LINCOLN AVENUE. (SABRINA PRATT)**

A copy of an Action Sheet Item from the Public Works/CIP Land use Committee Meeting of Monday, December 12, 2011, is incorporated herewith to these minutes as Exhibit "1."

A copy of City of Santa Fe, New Mexico, Proposed Amendment to this Resolution, Petry Art Donation, submitted by staff, is incorporated herewith to these minutes as Exhibit "2."

Councilor Trujillo said one reason he wanted to pull this was to add a sponsor. He said an amendment was adopted at Public Works. He would like staff and the Arts Commission to work in collaboration with Sgt. Petry as to where exactly to put the statue, noting he understands Sgt. Petry would like it to be in front of the City Hall. He would like staff to contact Sgt. Petry when he is available and have that discussion.

MOTION: Councilor Trujillo moved, seconded by Councilor Bushee, to approve this request, with the proposed amendment.

DISCUSSION: Councilor Ortiz asked to recognize Mr. Petry's father as well as George Rivera, the artist who is creating the bronze statue honoring this great American hero.

Mr. Petry said he has had conversations with his son regarding the placement of the statue. The last time they discussed it was at the time of the parade. He said he understands his son preferred a site on the east side on Marcy Street which is where there was a sign. He said he understood it isn't the main sign which would be removed.

Mr. Petry said his son will be in Santa Fe on December 20, 2011, to do a fundraiser for the Boys and Girls Club, and hopefully "with his busy schedule I can squeeze him by here, have him take a look. At that time he'll be meeting with Mr. George Rivera that night as well."

Councilor Trujillo asked that Mr. Petry work with Sabrina Pratt. He said this is going to be a beautiful piece of artwork for the City.

Mr. Petry said his son always puts hand out to everyone, and everybody has told him they would like to meet his son and shake his hand. He said this is one way to give his hand, and a lot of people will want to hold that hand. He said the hand in the photograph will be polished chrome, the one that he lost. He said the circle on the bottom will represent President Obama who gave him the Congressional Medal of Honor, and the people who donated it which is the Pojoaque Tribe, George River the artist. He said this is a great project and he thanked the Governing Body on behalf of his son and his family for letting this happen.

Councilor Bushee said action was taken to name a section of, or a crossing, or perhaps a bridge off 599 for Sgt. Petry.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

END OF CONSENT CALENDAR DISCUSSION

11. CONSIDERATION OF RESOLUTION NO. 2011-75 (COUNCILOR CALVERT). A RESOLUTION SUPPORTING FEDERAL LEGISLATION TO ENACT THE *SENSIBLE ACCOUNTING TO VALUE ENERGY ACT*. (THE "SAVE ACT"). (KATHERINE MORTIMER)

Councilors Bushee, Romero, Wurzbarger and Trujillo asked to be added as cosponsors of this Resolution.

MOTION: Councilor Calvert moved, seconded by Councilor Romero, to adopt Resolution No. 2011-75.

DISCUSSION: Mayor Pro-Tem Wurzbarger asked to add Councilor Bushee, Councilor Romero, Councilor Trujillo, herself and Mayor Coss as cosponsors.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

12. CONSIDERATION OF RESOLUTION NO. 2011-76 (COUNCILOR ROMERO, COUNCILOR DOMINGUEZ, COUNCILOR WURZBURGER AND COUNCILOR CALVERT). A RESOLUTION SUPPORTING THE 2012 FARM BILL PRIORITIES AS A MEANS TO SECURING A REGIONAL FOOD SYSTEM THAT IS JUST AND ACCESSIBLE FOR ALL RESIDENTS OF THE CITY OF SANTA FE. (KATHARINE MORTIMER)

MOTION: Councilor Romero moved, seconded by Councilor Bushee, to adopt Resolution No. 2011-76.

DISCUSSION: Councilor Bushee asked to be added as a sponsor, and noted the County passed a similar resolution last night.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero and Councilor Wurzbarger.

Against: None.

Absent for the vote: Councilor Trujillo.

13. **CASE #2011-125. – REQUEST FOR APPROVAL OF THE RECOMMENDATION OF THE CITY ATTORNEY PURSUANT TO SANTA FE CITY CODE §14-3.17(D)(6), THAT THE GOVERNING BODY DISMISS THE APPEAL OF NORMAN LAGASSE AS AGENT FOR IDA A. RAJOTTE FROM THE OCTOBER 6, 2011 DECISION OF THE SUMMARY COMMITTEE APPROVING A LOT SPLIT FOR A PARCEL OF LAND LOCATED AT THE CORNER OF CAMINO CARLOS REY AND THE ARROYO DE LOS CHAMISOS. (KELLEY BRENNAN)**

Mayor Coss arrived at the meeting

A copy of a Memorandum dated December 5, 2011, with attachments, to the Members of the Governing Body, from Kelly Brennan, Assistant City Attorney, regarding Case #2011-125, is incorporated herewith to these minutes as Exhibit "3."

Kelley Brennan, Assistant City Attorney, presented information from her Memo of December 5, 2011, to Members of the Governing Body, [Exhibit "3"]. Please see Exhibit "3" for specifics of this presentation.

Ms. Brennan said some of the Councilors may have received an email from the appellant, which basically repeats what it does in the application. However, if the Governing Body chooses not to dismiss the case, and have an appeal scheduled, this body will hear the appeal.

MOTION: Councilor Ortiz moved, seconded by Councilor Trujillo, to reject the staff's recommendation to dismiss this appeal, and schedule it for an appeal *de novo* before the City Council.

DISCUSSION: Councilor Bushee asked Ms. Brennan if she is saying that this email would be considered to be *ex parte*, and if we should reject it or not read it.

Ms. Brennan said, "Yes. I think that probably you should not review it, but I will say that it does not, in my view, really add a lot of new or different material to what is already in the packet, so I don't think it's prejudicial in any manner."

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

Mayor Coss assumed the duties of chairing the City Council Meeting

14. **CASE #2011-126 – REQUEST FOR APPROVAL OF THE RECOMMENDATION OF THE CITY ATTORNEY PURSUANT TO SANTA FE CITY CODE §14-3.17(D)(6), THAT THE GOVERNING BODY DISMISS THE APPEAL OF MARK GRAHAM FROM THE OCTOBER 26,, 2011 ISSUANCE OF BUILDING PERMIT #11-2071 FOR CONSTRUCTION OF A STUCCO WALL AND COYOTE FENCE AT 4555 CAMINO PLACITAS. (KELLEY BRENNAN)**

A Memorandum dated December 5, 2011, with attachments, to Members of the Governing Body, from Kelley Brennan, Assistant City Attorney, regarding Case #2011-126, is incorporated herewith to these minutes as Exhibit "4."

Kelly Brennan, Assistant City Attorney, presented information from her Memorandum of December 5, 2011, to the Governing Body, which is in the Committee packet. Please see this Memorandum for specifics of this presentation.

MOTION: Councilor Calvert moved, seconded by Councilor Wurzbarger, to approve the recommendation of staff in this Case.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

15. **CASE #2011-64. FT. MARCY 14 UPGRADE PROJECT. PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), IS PRESENTING AN ACCOUNTING TO THE GOVERNING BODY, PURSUANT TO SECTION 14-6.2(G)(7) SFCC 1987, FOR THE UNDERGROUNDING OF APPROXIMATELY 11,700 LINEAR FEET OF ELECTRICAL LINES BETWEEN BISHOP'S LODGE ROAD AND HYDE PARK ROAD. THE GOVERNING BODY MAY (1) DIRECT THE APPLICANT TO SEEK APPROVAL OF THE NEW MEXICO PUBLIC REGULATION FOR AN ADDITIONAL FEE TO BE PAID BY ALL CITY CUSTOMERS TO COVER THE COST OF UNDERGROUNDING; OR (2) ALLOCATING CITY FUNDS TO COVER THE COST OR PARTIAL COST OF UNDERGROUNDING; OR (3) AUTHORIZING THE APPLICANT TO CONSTRUCT THE ABOVEGROUND ELECTRICAL LINES. (DAN ESQUIBEL AND MARCOS MARTINEZ)**

A Memorandum dated December 14, 2011, with attachments, to the Governing Body, from Daniel A. Esquibel, Land Use Planner Senior, Current Planning Division, regarding Case #2011-64, is incorporated herewith to these minutes as Exhibit "5."

A copy of *Appendix B – Public Service Company of New Mexico PassPort Cost Statement – Summary*, is incorporated herewith to these minutes as Exhibit "6."

Dan Esquibel presented information regarding this matter from his Memorandum of December 14, 2011, with attachments, to the Governing Body [Exhibit "5"]. Please see Exhibit "5" for specifics of this presentation. Mr. Esquibel noted that there is an error in PNM's accounting. He said the correct amount is shown on page 2 of his report which should be 43¢ not 4¢ on the residential part. He noted a fourth option for the City would be to do nothing which would have the effect of sending this to the PRC once the rate has expired.

Councilor Dominguez asked Mr. Esquibel to repeat what he said about Option #4.

Mr. Esquibel said as a direct result of the word "may" in Code, it is discretionary for the Governing Body to act, which gives the ability to nothing, which sends them to the PRC after Rate 22 expires, noting Rate 22 has a 60 day time limit which is afforded to government entities to review the application and make comments to the PRC.

Councilor Wurzbarger said the result of doing nothing would be that the PRC would make the decision and pass the costs to the rate payers.

Mr. Esquibel said this is correct, depending on the PRC's review and decision.

Councilor Bushee asked if it would have had the same effect if we had not heard this item this evening, since we are at day 58 of the 60 days.

Mr. Zamora said, "You are correct. If the Governing Body declines to act or fails to take the opportunity to act, the result is the same, that the decision would be deferred to the PRC."

Mayor Coss said this isn't the decision on whether or not to underground.

Mr. Zamora said, "It's the 4 options that have been discussed. Either the Governing Body decides on underground or above ground and who pays for the undergrounding, if the decision is to underground. Otherwise, the Governing Body can choose to defer the entirety of that decision to the PRC."

Councilor Ortiz said, "If we defer that decision to the PRC, what we're saying to PNM is we're going to take no action and allow PNM to decide whether to go and get a decision from the PRC to assess all properties within their service area, this 43¢ per month charge. Is that right. So, really Option 4 is just like Option 1, which is really not a fourth option. Is that right."

Mr. Zamora said, "That is one possibility Councilor. Marcos is here to provide further depth on this."

Councilor Ortiz asked, "Why can't we have a fifth option which would require an improvement district for all of the properties which would be materially benefitted from undergrounding, as opposed to having above ground lines. Why isn't that allowed."

Marcos Martinez, Assistant City Attorney said, "Councilor, to answer your question, that may be allowed. This section of the Code is really permissive and it only outlines the possibilities. Your suggestion that there be an improvement district, is a possibility. It is not contemplated in the Code as it exists now, but I don't see it prohibited either."

Councilor Ortiz said, "In fact, isn't that true that for this subdivision, that in fact the Escarpment Ordinance prohibits above ground lines."

Mr. Martinez said, "I believe so."

Councilor Ortiz said, "So PNM, if they wanted to save the cost, there is no consequence to them because they're just going to stick it on all the City ratepayers. They would have to ask for a variance for the above ground line to the Escarpment Ordinance."

Mr. Martinez said, "I believe that's correct."

Councilor Ortiz said, "And from the first page of the Memo, it shows there are 191 lots that this particular improvement will be helping. Is that correct?"

Mr. Martinez said, "Yes."

Councilor Ortiz said, "So, for 191 lots we are asked essentially to spend City monies to provide the cost to not do anything, which in effect is doing Option 1 which is telling PNM to go to the PRC, or allow them to do an above ground line, which you're telling me we can't do, because that requires a variance under the Escarpment Ordinance. And so, really, we only have two options. Is that really the result. It's either allow PNM to charge all of the City for these 191 lots to benefit, or to allocate City resources to pay this cost."

Mr. Martinez said, "I believe that your other option is still a possibility."

Councilor Ortiz said, "So we could assess an improvement district that would then assess this additional cost, the balance of the costs, on the lots that would be materially benefitting from it. That would be an option you think."

Mr. Martinez said, "I think it could be an option. It's not contemplated, as I said, and it would require more research, but I don't see it being prohibited."

Councilor Bushee asked, "If we chose to take no action this evening, and this were forwarded on to the PRC, would the City reserve its right to be able to either join in a protest and/or ask that PNM pay for the cost of these improvements."

Mr. Martinez said, "I believe if the City took no action tonight, the City could participate in the PRC matter, and take whatever position the City Council decided to take."

Councilor Bushee said, "Okay. Then the question, and it might have to be a representative of PNM, and Mayor, I don't know how procedurally you are going to move along with this, but my understanding is that perhaps it is not just an improvement to the 191 homes, that this is going beyond that, and I don't know if you want to get into a full blown thing, but it's not listed as a public hearing. It's listed in the afternoon session. I would actually start with a motion if you would like one."

Mayor Coss said he would love a motion, but he is willing to have PNM answer questions.

MOTION: Councilor Bushee moved, seconded by Councilor Wurzbarger for purposes of discussion, that the City take no action this evening, and the City should participate later at the PRC in terms of passing these costs onto PNM, because she believes PNM is at fault for not having... for the undersize of the system.

DISCUSSION: Councilor Calvert quoted from page 23 of the packet, where it talks about system improvement:

"This new system improvement will improve reliability and service quality to this area. This system will create a link between two existing three-phase lines, enabling PNM to alternatively serve from either three-phase line and reduce the amount of outage time to customers if an outage should occur. This improvement will increase the load capacity for this area. PNM has the ability to construct the Project either overhead or underground with cost recovery of the excess undergrounding costs"

Councilor Calvert said, however the procedure works, he would like this to be undergrounded, but to go to the PRC and ask PNM to pay for it, out of it's pocket since it was their fault to begin with. He said, "I'm just speaking in favor of the motion that we have."

Councilor Wurzbarger said, "I agree with the motion. What I would say though, with respect to any future idea about looking at the 119 or 191 families, is that I think the intention of the law, with respect to underground, benefits more than the individual people, particularly when you are in the area of the mountains we all view. To me it's part of the whole mission that we've made very clear, of protecting the mountains for everybody in Santa Fe. But, having said that, I certainly agree with the motion and would like to go back and make certain that PNM takes responsibility for something that they created."

Councilor Ortiz said, "On the motion. I'll support the motion if I can reserve the right that the City's position is in addition to the 60,000 people who are not going to materially benefit from this additional, electrical output for this particular area. And I will say that the fact that we have an Escarpment Ordinance is to protect the esthetic views of some of the people who are in this audience who are going to materially benefit from this increased electrical load, that are then asking.. I agree, if we can get it through the PRC, and we've got a new PRC Commissioner, so maybe we've got a better chance, but, if we are unsuccessful and PNM actually attempts to assess a rate hike on all of us for this line, I'd certainly like more detail in order to better present the City's position to protest against the against inequality of having all of the

ratepayers pay for this increase in cost. So long as we've been told, that by taking no action that we preserve a right to protest, we need to protest on two parallel acts. And so, that's why I speak in favor of the motion."

Councilor Calvert said, "One comment on what Councilor Ortiz said, the Escarpment Ordinance isn't intended to protect the view of the people that are in this area. The function of the Escarpment Ordinance is to preserve the view of the people from down here who are looking up at the hills, and why all the view sheds are dedicated that way. So, it's not from them looking around, it's from here looking up."

Councilor Ortiz said it is his sense that these power lines aren't going to be built on the ridgelines. He said, "They're going to be built on the streets of these people who have built along the escarpment."

Councilor Calvert said, "Well, I don't think there's going to be any power lines built at all. I don't think that's allowed."

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

16. MATTERS FROM THE CITY MANAGER.

There were no matters from the City Manager.

17. MATTERS FROM THE CITY ATTORNEY

EXECUTIVE SESSION

- a) **DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, OFFICE SPACE LEASE AGREEMENT, 500 MARKET STREET, SUITE 200 AT THE RAILYARD; WITH RAILYARD COMPANY, LLC, PURSUANT TO §10-15-1(H)(8), NMSA 1978, AND DISCUSSION OF THREATENED OR PENDING LITIGATION IN WHICH THE CITY OF SANTA FE IS OR MAY BECOME A PARTICIPANT INVOLVING RAILYARD COMPANY, LLC, IN ACCORDANCE WITH §10-15-1(H)(7) NMSA 1978**
- b) **PURSUANT TO CITY OF SANTA FE RESOLUTION NO. 2010-24, DISCUSSION OF THREATENED OR PENDING LITIGATION IN WHICH THE CITY OF SANTA FE IS OR MAY BECOME A PARTICIPANT ACCORDANCE WITH §10-15-1(H)(7) NMSA 1978.**

MOTION: Councilor Calvert moved, seconded by Councilor Wurzbarger, that the Council go into Executive Session for discussion of threatened or pending litigation in which the City of Santa Fe is or may become a participant, in accordance with §10-15-1(H)(7) NMSA 1978.

VOTE: The motion was approved on the following roll call vote:

For: Councilor Calvert, Councilor Dominguez, Councilor Ortiz, Councilor Romero and Councilor Trujillo.

Against: Councilor Chavez.

Absent for the Vote: Councilor Bushee and Councilor Wurzbarger.

Explaining his vote: Councilor Chavez said, "No. I'm going to vote no, and I want to explain my vote. Both of these items deal with public assets and changing the master plan for the Railyard property. We're talking about moving staff from one building and renting somewhere else. Again, it's a public asset. We're spending public dollars to do that. If it goes through, I think more of it should be done with public participation, so that the public knows more about what we're doing, so I vote no."

The Council went into Executive Session at 5:45 p.m.

MOTION TO COME OUT OF EXECUTIVE SESSION

MOTION: At 6:25 p.m. Councilor Ortiz moved, seconded by Councilor Calvert, that the City Council come out of Executive Session and stated that the only items which were discussed in executive session were those items which were on the agenda, and no action was taken.

VOTE: The motion was approved unanimously on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Romero and Trujillo voting in favor of the motion, no one voting against, and Councilor Wurzbarger absent for the vote.

18. ACTION REGARDING THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, OFFICE SPACE LEASE AGREEMENT, 500 MARKET STREET, SUITE 200 AT THE RAILYARD; WITH RAILYARD COMPANY, LLC, AND REGARDING THREATENED OR PENDING LITIGATION IN WHICH THE CITY OF SANTA FE IS OR MAY BECOME A PARTICIPANT INVOLVING RAILYARD COMPANY, LLC. (GENO ZAMORA)

MOTION: Councilor Ortiz moved, seconded by Councilor Calvert, "to approve the recommended language that was put forward by the City Attorney, and that we direct the City Attorney to return that theater lot as soon as possible, and that we also take the City Attorney's recommendation that we only go with the pro rated amount of the rent upon the return of that theater parcel and not the additional amount requested."

VOTE: The motion was approved on the following roll call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Dominguez, Councilor Ortiz, Councilor Romero, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

Abstain: Councilor Chavez. [Councilor Chavez passed on voting]

19. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

20. COMMUNICATIONS FROM THE GOVERNING BODY

A copy of "Bills and Resolutions scheduled for introduction by members of the Governing Body," for the Council meeting of December 14, 2011, is incorporated herewith to these minutes as Exhibit "7."

Councilor Dominguez

Councilor Dominguez wished everyone Happy Holidays – staff, the public. He asked everyone to please be safe and enjoy time with their families.

Councilor Dominguez said he would like Mr. Romero to thank the staff that attended the UNM presentation at the Southside Library. He said really great data was presented by UNM students which highlights the potential inequities which exist in Santa Fe. He said he will get that presentation for the other members of the Governing Body.

Councilor Dominguez asked everyone to shop locally this Holiday season.

Councilor Dominguez introduced a Resolution directing the City Clerk to limit the number of Special Dispenser Permits that are administratively approved and issued at the same location, to three permits per calendar year and requiring that any request for a Special Dispenser Permit above three at the same location be considered by the Governing Body. He said this is being introduced in light of the recent discussions on liquor licenses, especially two weeks ago. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "8."

Councilor Calvert

Councilor Calvert introduced a Resolution authorizing Public Utilities Department staff to apply for U.S. Bureau of Reclamation funding opportunities to install or replace automatic meter reading devices for City of Santa Fe water customers. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "9"

Councilor Calvert wished everyone a Merry Christmas and Happy Holiday Season, and reminded everyone to please drive safely.

Councilor Trujillo

Councilor Trujillo wished everyone a very Merry Christmas and a Happy New Year.

Councilor Trujillo said the first tryouts for the Santa Fe Fuego were held last Sunday. He said there was a lot of good, young, local talent, noting there probably are 4-5 players from Santa Fe that have a chance to make the team. He gave kudos to City staff, especially Parks staff for removing the snow and getting the field ready for tryouts.

Councilor Trujillo said he has been contacted by a lot of people concerning Occupy Santa Fe. He said it is difficult because when they talk to him they ask "what are you guys doing still allowing those people in there." He asked, "When is enough, enough." He is concerned that this summer people will be coming into Santa Fe to rent the park, and we'll give them a price. He said they will then tell us that we let Occupy Santa Fe "have this all this time without a permit." He said he firmly believes a controversy will start to brew this summer. He doesn't know how long they plan to stay in Santa Fe, noting they have to apply for a permit in Albuquerque. He said people can't just go and build a fire in any City Park, but yet these people are building fires in Rallyard Park. He said a lot of people are telling him they won't go to the Rallyard Park anymore, and these are people who live in the area.

Councilor Trujillo said he doesn't know what to do, but in his opinion, if the Occupy Santa Fe People are going to continue to stay in the Park, they should apply for a permit and pay just like everyone else in the City would have to do.

Mayor Coss said he will be happy to talk to Councilor Trujillo about this, noting this is happening nationwide.

Councilor Wurzbarger

Councilor Wurzbarger wished everyone Happy Holidays.

Councilor Wurzbarger asked the City Manager to commend the City Crew who worked for 2½ hours during a snow storm to get one of its truck out of the ditch on Cruz Blanca, and for their patience and dedication in resolving all of the problems, including competing traffic during this time, noting Lawrence Garcia was out there working on the problem.

Councilor Wurzbarger said there is an article in today's Santa Fe New Mexican, *No Call is Worth a Human Life*. She said she has been concerned the number of violations cited is down from 2,100 in 2005, to 658 in 2010. She said the behavior hasn't changed in Santa Fe. She said the policy in place isn't being implemented, commenting she knows there are other priorities, but she would like to discuss this at the Public Safety Committee to see if there is anything else we can do about this.

Councilor Chavez said the National Transportation Advisory Board asked for a nationwide ban, and asked Councilor Wurzbarger if she is trying to build on that, and Councilor Wurzbarger said, "Right." Councilor Chavez said this could be good, because Santa Fe did take the lead in the State on the issue of talking on cell phones while driving, and it would be good to join forces in the nationwide effort.

Councilor Calvert said, not to disagree, but part of what we're looking at is the allocation of our limited Police Department resources, and where we want them the most. He said with the new staffing, the burglary rate has gone down, and he would be loathe to pulling them off neighborhood patrol to cite more people for cell phone violations.

Councilor Wurzbarger said she wants to raise the issue from the perspective that perhaps there are other options. She said cell phone use is done by individuals, and obviously, the deterrent is not working. She said perhaps there is an educational approach we can try, but she is interested in exploring this further, and asked Councilor Trujillo to bring it to the Public Safety Committee to start this discussion.

Councilor Trujillo said he will bring it up at the Public Safety Committee next Tuesday, and ask the Chief and staff to put it on the agenda for the February 2012 meeting.

Councilor Bushee

Councilor Bushee said she would like to cosponsor the Mayor's River Ordinance and the Ordinance on administrative procedures.

Councilor Bushee introduced the following:

1. An Ordinance amending Section 4-2.2 SFCC 19897, to prohibit open containers in unlicensed public places. Follow-up on request from the Police. police say can't do anything, so need new tool. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "10"
2. An Ordinance amending Article 24-9 SFCC regarding the City's Vehicle Forfeiture Ordinance, noting it is going to Public Safety on Tuesday. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "11."
3. A Resolution adopting administrative procedures for the Vehicle Forfeiture Ordinance, Article 24-9 SFCC 1987. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "12."
4. A Resolution joining the *Move to Amend* Campaign and supporting the call for an amendment to the United States Constitution to abolish corporate personhood. She said she did something similar a few years ago, but this is a little different version. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "13."

Councilor Bushee said tomorrow we celebrate another birthday of the Bill of Rights in 1791.

Councilor Bushee noted an article in the paper reporting that Albuquerque is launching a neighborhood watch website to improve communications between the Neighborhood Watch volunteers and the Police Department. She would like Chief Leyba to look at that program.

Councilor Bushee said she clipped an article from the paper which says Wachovia which is now Wells Fargo, is going to pay \$3.5 million to the NMFA, with regard to a case it settled where it had fraudulently rigged municipal bond reinvestment transactions in 25 states, including New Mexico. She asked Dr. Morgan to look into this to see if that would mean anything to the City of Santa Fe financially.

Councilor Bushee has had a communication from a constituent, and spoke with the Finance Director. She is concerned and wants to be sure we deal with this at the Finance Committee. She said apparently a particular bond issue was rated as an AAA minus, and she wants to discuss this at finance.

Councilor Bushee wished everyone Happy Holidays and to be safe during the holiday season.

Councilor Ortiz

Councilor Ortiz said the Demon/Horsemen girls are playing tomorrow, a rubber match, and the boys play on Friday night, and the St. Michael's cheer team is going to be selling lemon suckers on Friday.

Councilor Ortiz said he would like to echo Councilor Trujillo's concerns about the Railyard Park, noting he has received similar calls. He said he has been a long time volunteer at St. Elizabeth's and some of the people there are worried about this. He said Councilor Bushee did a series of public meetings before the Occupy Santa Fe people moved in. However, there needs to be a better approach. We can't continue to ignore what is going on with a sort of tacit approval. He believes there needs to be a more formal dialogue which leads to some sort of official action about whatever they're doing. He said, from what he has read in media accounts, it is hard for him to discern that there is a serious political point of view as opposed to just a transition for some people who are just passing through.

Councilor Ortiz thanked Chief Leyba for his response to constituent concerns about patrols which were happening and now have ceased along Jackalope. However, the concern he has about the response is that it was just a *fair accompli* that the Police Department wouldn't look back and see where their burglary numbers would be. Again, given that there are pressing issues in every neighborhood, and what Councilor Bushee said about advances in neighborhood patrols and neighborhood safety, it would be his hope that the Police Department that is looking to fund additional personnel would reassess and relook at their priorities now that they are taking credit for the reduction in burglaries. He said the Police still need to be responsive to all neighborhoods in the City.

Councilor Ortiz wished everyone a Merry Christmas and Happy Holidays.

Councilor Bushee said she thought it was interesting and ironic that she was told by the director of the Railyard, that the same folks who initially were in Occupy Santa Fe had security concerns about those who were transients in and around the Railyard area. She said, "I guess, rather than targeting a particular movement or population, perhaps we can target the bad behavior in some way and weed those out. Because I think those aspects which are more unsavory, including those who are living there in Occupy Santa Fe are what are turning people off and causing the issues that we're feeling and hearing constituent calls about. I don't quite know how you do that, other than that's why I introduced this one thing with regard to the open containers."

Councilor Chavez

Councilor Chavez wished everyone a safe and Happy Holiday Season, and, especially to our staff, a Merry Christmas a Happy Holiday Season for their work and dedication to the City.

Councilor Romero

Councilor Romero said, although it isn't on the Introductions List, she will be introducing an Ordinance regarding term limits for elected officials, including a requirement for Councilors seeking the Office of Mayor to vacate their seats to run for Mayor.

Councilor Romero echoed Councilor Wurzbarger's concerns about cell phone use while driving, and said perhaps the Public Safety Committee could look at recommending increasing the amount of the fine.

Councilor Romero said the issue of the Graffiti trains on Galisteo was brought up at the Law Conference recently. She said this has been ongoing since she's been on the Council. She asked if the City could look at doing something about this from the nuisance perspective, and would appreciate staff letting her know about that.

Councilor Romero wished everyone, community and staff, a Merry Christmas and a Happy Holiday, and reminded everyone to shop and support local businesses.

Mayor Coss

Mayor Coss introduced the following:

1. A Resolution repealing the current Human Services Committee membership criteria and creating new membership criteria for the City of Santa Fe Human Resources Committee. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "14."
2. A Resolution repealing Resolution No. 2011-1 relating to the Open Meetings Act; adopting the State of New Mexico Open Meetings Act by reference; and adopting notice requirements. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "15."

3. A Resolution supporting proposed State Legislation sponsored by members of Santa Fe's Legislative Delegation, 51st Legislative Session, State of New Mexico that relates to reducing PERA contributions for State employees; stabilizing education through the use of the Permanent Land Grant Fund; encouraging New Mexico governmental entities to use local banks; operating the Higher Education Center in Santa Fe and amending the New Mexico Condominium Act. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "16."

Mayor Coss said he would like all of the Councilors to look at cosponsoring this bill, noting Councilor Bushee is cosponsoring the bill.

Councilor Calvert asked to be added as a cosponsor. He said, "I guess my only question is, will this help or hurt."

Mayor Coss said he had that discussion as well, and our delegation encouraged us to support them.

Councilor Wurzbarger asked to be added as a cosponsor.

4. A Resolution establishing the City of Santa Fe, Division of Senior Services Advisory Board of Directors. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "17."
5. A Resolution creating a new Article 25-13 SFCC 1987, regarding the Santa Fe River target flow for a living river initiative. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "18."
6. A Resolution adopting administrative procedures for the Santa Fe River target flow ordinance, Article 25-13 SFCC 1987. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "19."

Mayor Coss said he would like to address the issue of Occupy Santa Fe. He said when it was first set up, it was a political demonstration under free speech. He said the City Manager and the Police Chief have monitored the encampment daily. He said, "We know it's not problem free. That area of the Railyard was not problem free when we got there." He said it is interesting that some of the original campers have left, and have had issues with some of the behaviors going on there. He said he looks at this daily, weekly, because of what he stated originally with regard to the balance between free speech and political demonstrations versus the protection of the park and public safety – and if it balances there, and if the campers have any political purpose right, as alluded to by Councilor Ortiz.

Mayor Coss reiterated that they do look at this every day. He is very proud of our Police, noting there have been the same issues around the country – how do you tell homeless and Rainbow Camp people from Occupy People. He said what hasn't happened here are violent confrontations between the Police Department and the Occupiers. He is open to any discussions. He said he passed the Occupied

Camp in Washington, D.C., during his recent visit. He said Santa Fe is dealing with similar issues as other cities, and this is very intertwined with the issues of homelessness and substance abuse.

Mayor Coss thanked the staff for their work last year on behalf of the City of Santa Fe – the City Manager, the City Attorney, the City Clerk, and all of the staff. He noted the City holiday party is back at our own Community Convention Center on Friday night and urged everyone to attend. He wished everyone a very Happy Holiday Season.

END OF AFTERNOON SESSION AT 6:45 P.M.

EVENING SESSION

A. CALL TO ORDER AND ROLL CALL

The Evening Session was called to order by Mayor David Coss, at approximately 7:00 p.m. Following the Pledge of Allegiance, salute to the New Mexico Flag, and Invocation, Roll Call indicated the presence of a quorum as follows:

Members Present

Mayor David Coss
Councilor Rebecca Wurzbarger, Mayor Pro-Tem
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Miguel Chavez
Councilor Carmichael A. Dominguez
Councilor Matthew E. Ortiz
Councilor Ronald S. Trujillo

Members Excused

Councilor Rosemary Romero

Others Attending

Robert P. Romero, City Manager
Geno Zamora, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

F. PETITIONS FROM THE FLOOR

David McQuarie, 2997 Calle Cerrado, was sworn. Mr. McQuarie said he is here to speak about access and egress at the corner of Paseo de Peralta and east Alameda. He said on November 9th, a person in a wheelchair was injured and broke his ankle, and asked the reason the driver wasn't cited. However, the bigger question for the City is that the City was supposed to replace the curb cut that was there and repair the curb cut, which was the result of construction on that street. He said they did not do that, and asked why. He asked why doesn't the City obey its own laws. He would like these questions to be answered. He said he has requested a copy of the documentation, and apparently there is none, and asked why.

Mayor Coss said he will ask them to make a report to the Mayor's Committee.

G. APPOINTMENTS

Santa Fe City and County Advisory Council on Food Policy

Mayor Coss made the following appointments to the Santa Fe City and County Advisory Council on Food Policy:

Bianca Sopoci-Belknap – Reappointment – term ending 01/2015;
Sherry F. Hooper – Reappointment – term ending 01/2015; and
Pamela Roy – Reappointment – term ending 01/2015.

MOTION: Councilor Bushee moved, seconded by Councilor Calvert, to approve these appointments.

VOTE: The motion was approved unanimously on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Trujillo and Wurzbarger voting for the motion and none against.

Capital Improvements Advisory Committee

Mayor Coss made the following appointment to the Capital Improvements Advisory Committee:

Michael Chapman – Reappointment (Councilor Wurzbarger) – term ending 12/2013;
Edmundo Lucero – Reappointment (Councilor Trujillo) – term ending 12/2013;
Maria Higuera Pope – Reappointment (Councilor Romero) – term ending 12/2013;
Gilbert Romero – Reappointment (Councilor Ortiz) – term ending 12/2013;
Kim Shanahan – Reappointment (Councilor Chavez) – term ending 12/2013;
Neva Van Peski – Reappointment (Mayor Coss) – term ending 12/2013;
Rick A. Martinez – Reappointment (Councilor Bushee) – term ending 12/2013;
Margaret B. Veneklasen – Reappointment (Councilor Dominguez) – term ending 12/2013; and
Karen Walker – Reappointment (Councilor Calvert) – term ending 12/2013.

MOTION: Councilor Bushee moved, seconded by Councilor Romero, to approve these appointments.

VOTE: The motion was approved unanimously on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Trujillo and Wurzbarger voting for the motion and none against.

H. PRESENTATION OF PROCLAMATION – ST. ELIZABETH SHELTER DAY. (DEBORAH TANG)

Mayor Coss read a proclamation into the record, declaring December 15, 2011, St. Elizabeth Shelter Day in Santa Fe. He thanked them for their 25 years of service, and for all they do, saying it has made a huge difference in Santa Fe.

Deborah Tang thanked the City for its support in making the 25 years happen.

I. PUBLIC HEARINGS

1) REQUEST FOR APPROVAL OF THE RODEO DE SANTA FE INDOOR ARENA PROJECT PARTICIPATION AGREEMENT FOR A FEASIBILITY STUDY (MAYOR COSS). (FABIAN TRUJILLO)

Fabian Trujillo presented information from his Memorandum of December 13, 2011, which is in the Committee packet.

Public Hearing

Speaking to the request

There was no one speaking for or against this request.

The Public Hearing was closed

MOTION: Councilor Wurzbarger moved, seconded by Councilor Bushee, to approve this request with the amendment from the Business and Quality of Life Committee, which requires a 6 month and 12 month report, to ensure we are in the loop and know what is happening. She said a lot has been promised, especially by the consultants with respect to jobs, and they want this information sooner rather than later.

DISCUSSION: Mayor Coss thanked the members of the Rodeo Association, commenting he thinks it is good for the Rodeo to stay where it is because it is part of our history and culture, as well as a great draw to Santa Fe. He thanked them for all the work they've done.

Councilor Bushee thanked everyone for their work and wished them well in their endeavors with the State Legislature, and congratulated Dave and Sally on their marriage.

Councilor Dominguez said he would echo what the Mayor and Councilor Bushee have said. He thinks it's a wonderful opportunity to have a Rodeo in the middle of the City. He thanked them for keeping it a part of our City as well.

Mayor Coss thanked Fabian Chavez for shepherding everyone through this process.

VOTE: The motion was approved on the following roll call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

- 2) **CASE #2011-106. APPEAL. SOMMER KARNES & ASSOCIATES, LLP, AGENT FOR MARK AND BETH JERNIGAN, APPEALS THE AUGUST 23 AND SEPTEMBER 13, 2011, DECISIONS OF THE HISTORIC DESIGN REVIEW BOARD IN CASE #H-11-079A, DESIGNATING THE MAIN HOUSE AND THE GUEST HOUSE AT 1041 CAMINO CRUZ BLANCA AS SIGNIFICANT. (DAVID RASCH AND KELLEY BRENNAN) Postponed to January 11, 2012 City Council Meeting.**

This item is postponed to the January 11, 2012 City Council meeting.

- 3) **CONSIDERATION OF BILL NO. 2011-25: ADOPTION OF ORDINANCE NO. 2011-____ (COUNCILOR ORTIZ). AN ORDINANCE AMENDING SECTION 11-2-2 SFCC 1987 AND CREATING A NEW SECTION 11-2.6 SFCC 1987, LIMITING GENERAL FUND PERSONNEL COSTS. (DR. MELVILLE MORGAN) (POSTPONED AT AUGUST 10, 2011 CITY COUNCIL MEETING) (Withdrawn by Sponsor)**

This item has been withdrawn by the sponsor.

- 4) **REQUEST FROM EL MIRADOR GALLERY FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/ CONSUMPTION OF ALCOHOL AT MIRADOR GALLERY, 616 CANYON ROAD, WHICH IS WITHIN 300 FEET OF THE SANTA FE MONTHLY MEETING OF FRIENDS QUAKER CHURCH, 630 CANYON ROAD AND THE ACEQUIA MADRE ELEMENTARY SCHOOL, 700 ACEQUIA MADRE. THE REQUEST IS FOR AN ART RECEPTION/CHRISTMAS EVE PARTY TO BE HELD ON DECEMBER 24, 2011, FROM 4:30 P.M. TO 11:30 P.M.**

A copy of a Memorandum dated December 14, 2011, with attachments, to Mayor Coss & City Councilors, from Yolanda Y. Vigil, City Clerk, regarding this request, is incorporated herewith to these minutes as Exhibit "20."

The staff report was presented by Yolanda Y. Vigil, City Clerk, noting the packet was placed on their desk prior to the start of the Council meeting [Exhibit "20"]. She said there are letters in the packet from Bobbie Gutierrez, Superintendent, Santa Fe Public Schools, and Bob Gaines, Presiding Clerk, Santa Fe Monthly Meeting of Friends, stating they have no opposition to this request. She said we are asking that alcohol be served only in the building, and no alcohol be permitted outside, noting this is the night of the Farolito Walk on Christmas Eve.

MOTION: Councilor Wurzbarger moved, seconded by Councilor Dominguez to grant the request for a waiver of the 300 foot location restriction, and approval to allow the dispensing/consumption of alcohol at Mirador Gallery, for an art reception/Christmas Eve party on December 24, 2011, from 4:30 p.m. to 11:30 p.m.

DISCUSSION: Councilor Dominguez asked if the applicant is in attendance. He said this is the night of the Farolito Walk and the Police will be there on that evening. However, for this and all applications, he believes it would behoove the City to have patrols near the area as often as possible.

Ms. Vigil said the City will request that there be security at all exits and entrances.

Councilor Calvert said this was his question. He said he has no problem with the application, but he wants to be sure everything is well controlled because there will be a lot of children and teens in attendance, and he doesn't want any under-aged people in the Gallery during this time. He wants to be sure that the only people who should be inside are able to get inside.

Daniel Palmer, Applicant, was sworn. He said there will be one entrance into the Gallery, and licensed servers will be checking ID's at that point. He said they will have non-alcoholic, hot cider available on the street.

VOTE: The motion was approved on the following roll call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

J. ADJOURN

The was no further business to come before the Governing Body, and upon completion of the Agenda, the meeting was adjourned at approximately 7:20 p.m.

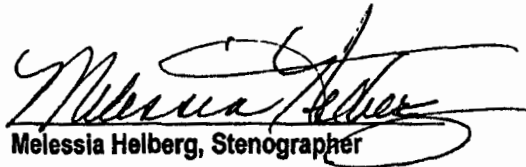
Approved by:

Mayor David Coss

ATTESTED TO:

Yolanda Y. Vigil, City Clerk

Respectfully submitted:



Melessia Helberg, Stenographer

ITEM # 12-1006

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SANTA FE
AND
THE CITY OF SANTA FE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Santa Fe (the "City") and the County of Santa Fe ("County"). The date of this Agreement shall be the date when it is executed by the City and the County, whichever occurs last.

WITNESSETH:

WHEREAS, the New Mexico Local Economic Development Act, NMSA 1978, Section. 5-10-1 et seq. permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

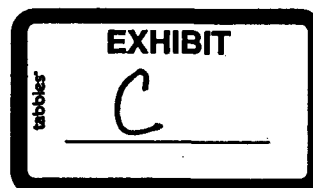
WHEREAS, the City has complied with the requirements of the Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan, (11-11 SFCC (1987) Community Economic Development Plan and its Economic Development Strategy for Implementation, dated May 21, 2008;

WHEREAS, the City determined that it was in the interest of the welfare of the citizens of Santa Fe to enter into a Local Economic Development Act Project Participation Agreement (hereinafter "PPA") between the Rodeo Property, Inc, a New Mexico non-profit corporation, and the City for the purposes of effectuating the City's Economic Development Plan;

WHEREAS, on December 14, 2011 the City approved the Economic Development PPA between the City and Rodeo Property, Inc. whereby Rodeo Property, Inc., as a "Qualifying Entity" would receive \$100,000 in funding from the City for a project that would support the City's Economic Development Plan. Attached hereto are Exhibit A, the signed PPA dated 14, 2011 and the City's Meeting Agenda and Minutes as Exhibit B;

WHEREAS, pursuant to the PPA, the dispersal of \$100,000 by the City is contingent on: (1) the City's issuance and sale of sufficient gross receipts tax bonds for the purpose of procuring a contractor to complete a feasibility study that shall be the basis for securing additional funding for the planning, designing and construction of an indoor multipurpose facility, and (2) Rodeo Property, Inc. securing sufficient matching funds in the amount of \$100,000 to fully fund the feasibility study;

WHEREAS, the indoor multipurpose facility shall be designated for the following purposes: an indoor facility for disaster relief, rodeo events, sports events, and entertainment events (hereinafter referred to as the "Project");



WHEREAS, the City has issued gross receipt tax bonds sufficient to fund the feasibility study and Rodeo Property, Inc. has secured sufficient matching funds to fully fund the feasibility study;

WHEREAS, in the 2012 Legislative Session the State Legislature appropriated \$81,000 in severance tax bonds to the Rodeo Property, Inc. to plan, design, construct, equip and furnish an indoor multiuse area and regional disaster relief facility at the Rodeo de Santa Fe grounds in Santa Fe. The Local Government Division of the Department of Finance and Administration intends to grant to the Rodeo Property, Inc. \$81,000 for the Project which will serve to partially fulfill the match requirements of the PPA;

WHEREAS, Rodeo Property, Inc.'s match required under the PPA consist of the \$81,000 State Appropriation and through Santa Fe County Resolution 2012-78, \$19,000 in funds from the County which together provide a full match for the City's \$100,000 contribution toward the completion of the Project;

WHEREAS, the City's total contribution (\$100,000) towards paying the for the completion of a feasibility study will match Rodeo Property Inc. (\$81,000) and the County's contributions (\$19,000) on a 1:1 basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Purpose

The purpose of this MOU to summarize the understanding of the City and the County for the transfer and expenditure of \$19,000 from the County for the purpose of serving as a partial match of City funds as set forth in the PPA. The goal of this match is to enhance the Rodeo de Santa Fe Local Economic Development Project that will improve the economy of the City and the County. The Project referred to herein is the completion of a feasibility study for the design, construct and completion of a multipurpose indoor facility at the Rodeo de Santa Fe grounds for use during disaster relief, rodeo events, sports events and entertainment events.

2. Scope of Understanding and Responsibilities of the Parties

The County shall:

A. Upon the approval of this MOA, the County shall issue a check in the amount of Nineteen Thousand Dollars (\$19,000) to the City for the purpose of funding a feasibility study to plan, design, construct, complete and equip the Project.

The City shall:

- A. In compliance with the PPA, execute a Grant Agreement with the Local Government Division of the Department of Finance and Administration for the \$81,000 State appropriation.
- B. Receive \$19,000 from the County and designate the expenditure of such contribution toward the feasibility study to plan, design, construct, complete and equip the Project.
- C. In compliance with the PPA, the City shall allocate a not-to-exceed amount of \$100,000 to contract for the completion of a feasibility study to plan, design, construct, complete and equip the Project at the Rodeo de Santa Fe grounds in Santa Fe County.
- D. Upon completion of the Project, the City shall provide a written report to the County identifying and itemizing the City's expenditure of the County's matching funds. Such report shall include copies invoices and corresponding cancelled checks.

3. Term

This MOU shall expire on June 30, 2013 unless otherwise extended by both the County and the City in writing in no less than 30 days prior to the expiration of this Agreement.

4. Termination

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Liability

Neither party shall be liable for any claim, action demand, suit or judgment arising from the other party's performance under this MOU or the performance of the of the other parties' agents, officers, employees, representatives and subcontractors. Both parties shall only be liable for any claim, action, demand, suit or judgment arising from its own performance under this MOU or the performance of its own agents, officers, employees, representatives and subcontractors.

6. Status of City and County

The City and the County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the City. No powers of the County, expressed or implied, shall be granted to the City on behalf of the County, excepting those set forth herein.

7. New Mexico Tort Claims Act

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the 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. as amended. This paragraph is intended only to define the liabilities between the parties hereto 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. The City and its "public employees" as defined in the New Mexico Tort Claims Act, and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

8. Third Party Beneficiaries

By entering into this MOU the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

9. Amendment

This MOU shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

10. Notices

Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

City Manager
P. O. Box 909
Santa Fe, NM 87504-0909

County:

County Manager
County of Santa Fe
P.O. Box 276
102 Grant Avenue
Santa Fe, NM 87504-0276

11. Confidentiality

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

12. Conflict of Interest

Both parties warrant that they 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 MOU.

13. Assignment; Subcontracting

Neither party shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

14. Release

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this MOU. The parties agrees not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

15. Third Party Beneficiaries

By entering into this MOU the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Records and Audit

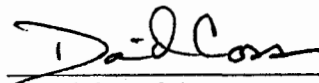
The City shall maintain detailed time records that indicate the date, time, and nature of its expenditure of the County's \$19,000 contribution and the services rendered by its contractor. These records shall be subject to inspection by the County. The County shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

17. Applicable Law

This MOU shall be governed by the ordinances of the City of Santa Fe, the ordinances of Santa Fe County, and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties set their hands.

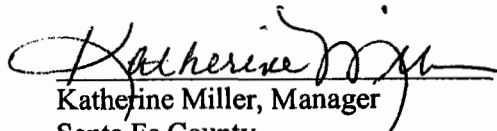
CITY OF SANTA FE:



David Coss, Mayor
City of Santa Fe

DATE: 12-13-12

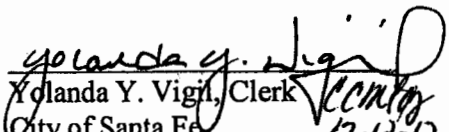
COUNTY OF SANTA FE:



Katherine Miller, Manager
Santa Fe County

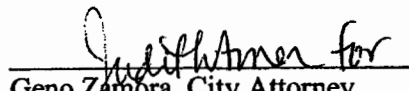
DATE: 11-7-12

ATTEST:



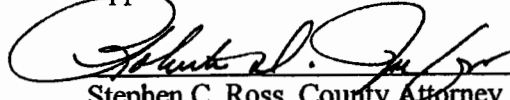
Yolanda Y. Vigil, Clerk
City of Santa Fe
12-12-12

Approved as to form:



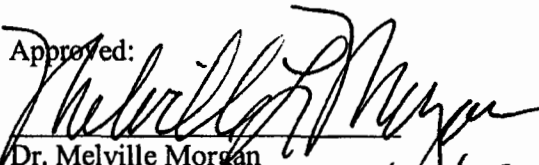
Geno Zamora, City Attorney
City of Santa Fe
11/8/12

Approved as to form:




Stephen C. Ross, County Attorney
Santa Fe County

Approved:


Dr. Melville Morgan
Finance Director
City of Santa Fe

12/13/12

Approved:


Teresa C. Martinez, Director
Finance Department, Santa Fe County

ITEM # 12-0365

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of December, 2011 by and between the City of Santa Fe, hereinafter referred to as the "City"; and Rodeo Property, Inc., hereinafter referred to as the "Qualifying Entity" (Q/E).

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (N.M. Stat. Ann. 5-10-1 et seq. (1978);

WHEREAS, the Local Economic Development Act explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), its Community Economic Development Plan and its Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, the City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into this Economic Development Project Participation Agreement for the purposes of effectuating its economic development plan.

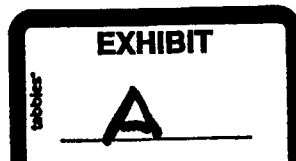
NOW THEREFORE, in consideration of the premises, the following and other good and valuable consideration the receipt of which is hereby acknowledged the undersigned parties hereby agree as follows.

1. CONTRIBUTIONS AND OBLIGATIONS OF THE CITY AND THE Q/E.

A. Economic development goals of the project: The project addresses the following goals from the Community Economic Development Plan (CEDP):

(1) *Implementing comprehensive economic development policies that address both local and regional objectives;*

(2) *Directing major economic development initiatives toward creating opportunities for local residents that result in the steady improvement in the standard of living;*



(3) Ensuring that the city's economic prosperity is shared equitably;

(4) Fostering the region's economic development while preserving its unique and diverse quality of life;

(5) Using the region's sustainable natural, financial, intellectual, technological and physical resources;

(6) Diversifying the economic base of the City to support a vibrant and sustainable mix of jobs and opportunities.

B. Contributions of the City and the Q/E: This Agreement only covers the \$100,000 set forth in Paragraph 1. B. (1). If the City secures additional public funding for the completion of the construction of the Project, the City will enter into a new Project Participation Agreement with new financial, job and other contributions and security provided by the Q/E for the additional public funding.

(1) Donation and Services of the City. Contingent upon preconditions set forth in (a), (b) and (c) of this Paragraph B. (1), the City of Santa Fe shall grant gross receipts tax bond funds to the Q/E in an amount, not to exceed \$100,000 (hereinafter referred to as the "Funds"). The Funds dispersal by the City are contingent upon the:

(a) issuance and sale of sufficient gross receipts tax ("GRT") bonds for the purpose of procuring, in accordance with the City Procurement Policy, as amended, and State law, a contractor's (the "Contractor") services in preparing and delivering to the City and the Q/E a feasibility study that shall be the basis for securing additional funding for the planning, designing and construction of an indoor multipurpose facility for the following purposes; an indoor facility for disaster relief; rodeo events, sports events; and entertainment events (hereinafter referred to as the "Project"); and

(b) Q/E securing sufficient matching funds, either private or State, to fully fund the Contractor's services and said contract; and

(c) City's total contribution towards paying the Contractor will match the Rodeo's contribution on a 1:1 basis.

(2) Disbursement of Funds: If the contingencies set forth in Paragraph 1. B. 1. above are met, the Funds will be disbursed by the City of Santa Fe to the Q/E upon receipt of Payment Application(s) from the Q/E. Payment application(s) will have a cover letter from the Q/E requesting that City grant Funds be paid toward the feasibility study. The City will disburse the Funds to the Q/E within 30 (thirty) working days of receipt and acceptance by the City of the payment applications. The City's grant does not promise to fully fund the feasibility study and the Q/E agrees to contribute any additional necessary funds as set forth in Paragraph 1. B.

(3) Contributions and Obligations of the Q/E and Specific Measurable Objectives upon which Performance Review will be based -. Future funding from the City for the Project is contingent upon the results of the feasibility study, the Q/E's ability to secure private funding or State funding for the -construction of the indoor multipurpose facility.

(a) Financial Investment: The Q/E brings the following non-cash financial investment to the project.

(b) Direct and Indirect Jobs Creation: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Q/E plans to employ 286 (direct), 114 (indirect), and 93 (induced) construction industry jobs over the course of construction, generating a \$16,170,250 in total estimated payroll. Once the Project is completed, it is anticipated to create 68 full time jobs and 70 per event part-time jobs; and by year five, it is estimated there will be 68 full time employees and 70 per event part time employees in the building. See Attachment "A" for Report of the Economic Impact of Rodeo De Santa Fe on Santa Fe, NM, prepared by Impact DataSource (the "Economic Impact Report").

(c) Expanded Tax Base: It is anticipated that after completion of the construction of the indoor multipurpose facility, the Project will make contributions to the City's tax base resulting from this project are enumerated in the Economic Impact Report attached hereto as Attachment "A". Annual tax revenues generated by this project for the City, including property tax, gross receipts tax and parking revenue are estimated to generate \$11,708,586 dollars annually.

(d) Other:

(i) Disaster Relief Facility: Q/E's indoor multipurpose facility will have the capacity to shelter approx. 3,000 people or approx. 500 stock animals in the case of a disaster or emergency situation for the City of Santa Fe and the County of Santa Fe as well as the entire northern region of the State of New Mexico. Currently, there is no indoor facility of this size in northern New Mexico that could serve as a disaster relief facility. The City and the Rodeo De Santa Fe will enter into a Professional Services Agreement, setting forth the procedures for the City's use of the indoor facility at the Rodeo De Santa Fe in the event of a disaster or emergency situation.

(ii) In Kind Contributions to the Community:

The Q/E has provided for the past 20 years and for the next five years shall continue to provide the following in-kind contributions to the community that have the following value to the City:

- Financial, technical and program support for a range of charities, to include but not be limited to, Four H, Boys and Girls Clubs, Wounded Warriors, Animal Humane Society, Special Olympics, Horses for Heroes, FFA and Junior Rodeo events and organizations. (5 year value is \$15,000); and
- Community outreach and education related to rural agricultural living and western heritage cultures. (5 year value is \$15,000); and
- Implementation of a policy of comprehensive and effective educational and vocational resource programs for local public and private schools to include but not be limited responsible "green" agricultural practices. (5 year value is \$15,000); and
- Money from fund raising that will assist in the success of afore-mentioned charities and scholarship programs for agricultural competitions and higher education opportunities for local youth. (5 year value is \$15,000); and
- Facilities and resources for local charities, schools and community groups. (5 year value is \$15,000); and
- Links between local organizations and resources and national and international organizations and resources with an emphasis on rural agricultural and western culture traditions and preservation. (5 year value is \$15,000); and
- Internship programs and professional development resources for not only at risk youth but also veterans, immigrant populations, and person with disabilities. (5 year value is \$15,000)

2. PERFORMANCE REVIEW AND CRITERIA

A. At Completion of Construction: Upon final disbursement of the City's Funds, the City will provide the Q/E with an accounting of funding.

B. Annual Review. For five years, the Q/E will provide reports on biannually in the months of January and June of each year to the City's Governing Body, the Business and Quality of Life Committee and City Staff. City Staff shall review of these reports to ensure the Q/E's compliance with this Agreement. The bi-annual reports shall clearly indicate how the Q/E has met the revenue assumptions, job creation, taxes generated and other indices contained in the Economic Impact Report (see attachment "A"). The review shall determine whether the project is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

C. Termination for failure to meet Contributions and Obligations In the event the Q/E does not substantially fulfill the Contributions and Obligations set forth in Paragraph 1. B. 2 and 3, the City may terminate this Agreement and recover all or a pro-rata portion of this investment of the Funds in accordance with the TERMINATION paragraph 5, herein.

3. **SECURITY FOR CITY'S INVESTMENT**

Q/E will simultaneous to the execution of this Agreement, execute the attached Letter of Credit (Attachment B hereto) in favor of the City in the amount of \$100,000.

4. **TERM**

This Agreement shall remain in force for five (5) years from the start of the Agreement or until conditions of the Agreement are performed in full or to the satisfaction of the City. In the event that the Q/E performs or exceeds the required PERFORMANCE REVIEW AND CRITERIA, Paragraph 2 herein, this Agreement may be terminated at an earlier date, in writing by the City.

5. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E-is found to not be in substantial compliance with the terms of this Agreement and if so terminated, the City shall have the right to demand an immediate return of the Funds by the Q/E, execute upon its Mortgage and Lien and pursue any and all other available legal remedies.

6. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

7. **ASSIGNMENT**

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

8. **LIABILITY**

It is expressly understood and agreed by and between Q/E and the City that Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on

account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Q/E's actions or inactions as a result of this Agreement. Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

9. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. If applicable, the Q/E shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. Q/E shall provide the City with evidence of its compliance with such requirement.

C. The Q/E's Contractor that performs the feasibility study shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Q/E's contractor that performs the feasibility study shall furnish the Q/E and the City with Proof of Insurance as a condition prior to performing services under this Agreement.

10. **NEW MEXICO TORT CLAIMS ACT**

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

11. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

12. **RECORDS AND AUDITS**

The Q/E shall maintain detailed time records which indicate the date 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; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

13. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Q/E.

14. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

15. **CONFIDENTIALITY**

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

16. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18. **SCOPE OF AGREEMENT**

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

19. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630.

20. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIGNATURES BEGIN ON NEXT PAGE

CITY OF SANTA FE:

David Coss
David Coss, Mayor

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
12-14-11 cc:mtg.
APPROVED AS TO FORM:

Judith Zamora
Geno Zamora, City Attorney
4/5/12

QUALIFYING ENTITY:

Rodeo Property, Inc.

By: David Copher
David Copher, President, Rodeo Property Inc

CRS #: 021 88962007
City of Santa Fe Business Registration Number:
12-00067298

APPROVED:

Melville R. Morgan
Dr. Melville Morgan
Director of Finance
and Administration
5/24/12

32214/0112900
Business Unit/Line Item

Attachment A

A Report of the Economic Impact of the Rodeo De Santa Fe

A Report of the Economic Impact of Rodeo De Santa Fe on Santa Fe, NM

September 6, 2011

Prepared for:

City of Santa Fe
Economic Development Division
P.O. Box 909
Santa Fe, NM 87504-909
505.955.6912

Prepared by:

Impact DataSource
4709 Cap Rock Drive
Austin, Texas 78735
(512) 892-0205
Fax (512) 892-2569
www.impactdatasource.com

ImpactDataSource

Introduction	3
Description of the Organization and its Operations	3
Types of Economic Impacts that the Firm Will Provide During its Construction and Operations	3
Economic Impact of the Construction of a Facility by the Organization	5
Economic Impact of the Operations of the Organization and its Employees	6
Costs and Benefits for the State and Local Taxing Districts	7
Conduct of this Analysis	9
Data and Rates Used in the Analysis	11
Schedules of Economic Impact	20
Schedules of Costs and Benefits for:	
The State of New Mexico	26
City of Santa Fe	28
Santa Fe County	33
Santa Fe Public Schools	37
Santa Fe Community College	39

The Economic Impact Analysis Report

Introduction

This report presents the economic impact of the project described below and costs and benefits over the next ten years for the State of New Mexico and the City of Santa Fe, Santa Fe County, Santa Fe Public Schools, and Santa Fe Community College.

Description of the Organization and Its Operations

The Rodeo De Santa Fe Property Board plans a western heritage facility and multi-use indoor arena on the rodeo grounds in Santa Fe. The facility will host equestrian and rodeo events, concerts, Native American gatherings, Special Olympics events, extreme sports events, and carnivals and serve as a disaster and emergency rescue center. An event hall will have space for meetings, weddings, conventions, graduations and other events. Further, retail space at the facility will include boot repair, Western art gallery, clothing and rodeo gear. An expected \$20 million will be spent to construct the facility. The facility currently employs 6 full-time workers and 70 part-time or special events workers. Plus, the facility expects to 36-46 permanent workers within five years following construction of the new facility.

A discussion of the types of economic impacts that the firm will generate for the area is next.

Types of Economic Impacts that the Firm Will Provide During its Construction and Operations

This analysis calculates the direct economic impact of the firm during the construction of its facility and during its operations. In addition, indirect and induced impacts were calculated.

Three of the economic impacts calculated are economic output, jobs and salaries.

Economic Output

Economic outputs are the value of the goods and services produced by firms or their revenues and, at a local level, represent the increase in gross area product. This measure of economic activity is equivalent on a local level to our nation's gross domestic product -- the value of goods and services produced in our nation in a year.

Direct Economic Impacts

Direct economic impacts include (1) the spending by the firm on construction and direct construction jobs and salaries and (2) the firm's revenues generated during its operations and permanent direct jobs

and salaries created for its operations.

Indirect Economic Impacts

Indirect revenues, jobs and salaries are created in new or existing firms in the area such as maintenance firms and materials suppliers that may supply goods and services during the construction and operations of the facility.

Induced Economic Impacts

In addition, induced revenues, jobs and salaries are created and supported in new or existing businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to workers and their families.

To estimate the indirect and induced economic impact of the facility on the area, regional economic multipliers were used. Regional economic multipliers for New Mexico and Santa Fe are included in the US Department of Commerce's Regional Input-Output Modeling System (RIMS II).

Three types of regional economic multipliers were used in this analysis: an output multiplier, an employment multiplier and an earnings multiplier.

An output multiplier was used to estimate the indirect and induced output or revenues created and supported in the area. An employment multiplier was used to estimate the number of indirect and induced jobs created and supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs.

The multipliers show the estimated indirect and induced revenues of other companies in the area for every dollar spent by the facility. An employment multiplier shows the number of indirect and induced jobs created for every direct construction and operations job at the facility and the amount of salaries paid to these workers for every dollar paid to a direct construction and operations worker at the facility. The indirect and induced multipliers, shown on the following page, were used in this analysis:

Indirect and Induced Multipliers Used in this Analysis		
	During Construction	During Operations
Output multiplier:		
Indirect	0.4223	0.3249
Induced	0.3386	0.3971
Total	0.7609	0.7220
Employment multiplier:		
Indirect	0.3981	0.2140
Induced	0.3258	0.2616
Total	0.7239	0.4756
Earnings multiplier		
Indirect	0.3394	0.2661
Induced	0.2777	0.3252
Total	0.6170	0.5912

Economic Impacts Generated During Construction

The firm's construction activity will pump money into the area's economy.

Contractors in the area will work on the project and they will hire workers and pay salaries. Plus, this activity will create and support spin-off or indirect and induced revenues, jobs and salaries in other businesses in the area. In total, the project's development and construction activities will have following impact on the area's economy.

Economic Impacts During Construction of the Facility				
	Direct	Indirect	Induced	Total
Economic output or revenues for businesses in the region	\$20,000,000	\$8,445,713	\$6,771,788	\$35,217,500
Average number of construction jobs to be created and supported during construction	286	114	93	493
Salaries to be paid to construction workers	\$10,000,000	\$3,393,638	\$2,776,613	\$16,170,250

In addition to the economic impact from the construction activities, the economic activities created by the facilities operations -- once the facility is constructed and begins operations -- along with the permanent workers that will be employed at the facility, will also generate solid economic impacts for the region. These economic impacts from the facility's operations are discussed next.

Economic Impact of the Operations of the Organization and Its Employees

The organization, its new employees and workers in new spin-off jobs created in the community will have the following economic impact on the community over the next ten years:

Economic Impact of the Organization Over the Next Ten Years	
Economic output generated by the firm's operations:	
Direct	\$22,920,000
Indirect	\$7,446,192
Induced	\$9,100,902
Total	\$39,467,094
Number of permanent jobs to be created:	
Direct	46
Indirect	10
Induced	12
Total	68
Salaries to be paid to permanent workers:	
Direct	\$17,470,724
Indirect	\$4,648,108
Induced	\$5,681,021
Total	\$27,799,852
Number of new residents in the City	18
Number of new students expected in local schools	4
Taxable gross receipts expected in the City	\$39,467,094
Number of new residential units to be built in the City	1
Taxable value, in the tenth year, of residential property to be constructed for some new direct and indirect workers who move to the City	\$298,773
Taxable assets of organization in Year 1	\$10,000,000

Costs and Benefits for State and Local Taxing Districts

The State, City, County, School District and Community College can expect costs and benefits over the next ten years from the organization, its employees, and workers in new indirect and induced jobs. These costs and benefits are discussed below beginning with benefits and on the following pages.

Public Benefits

The State, City, County, School District and Community College can expect to receive benefits or additional revenues as a result of the organization and its employees over the next ten years, as scheduled below:

Public Benefits/Additional Revenues Over the Next Ten Years						
	State	City	County	School District	Community College	Total
Gross receipts taxes	\$2,905,673	\$2,277,673	\$843,583			\$6,026,929
Lodgers' tax		\$393,790	\$225,023			\$618,813
Property taxes	\$111,952	\$207,839	\$1,001,817	\$534,638	\$295,320	\$2,151,567
Utilities		\$901,813	\$0			\$901,813
Utility franchise fees		\$49,026	\$0			\$49,026
Miscellaneous taxes and user fees		\$12,736	\$5,413			\$18,148
Building permits		\$0				\$0
State personal and corporate income taxes	\$1,699,452					\$1,699,452
Additional state and federal school funding				\$242,837		\$242,837
Total	\$4,717,078	\$3,842,877	\$2,075,835	\$777,475	\$295,320	\$11,708,586

Public Costs

The State, City, County, School District and the Community College may incur the following costs as a result of the organization, its employees, and indirect employees moving to the County, over the next ten years:

Public Costs over the Next Ten Years						
	State	City	County	School District	Community College	Total
Costs of services to new residents		\$22,287	\$5,413		\$0	\$27,700
Costs of providing utilities		\$811,632	\$0			\$811,632
Costs of services for new students				\$197,215		\$197,215
Total		\$833,919	\$5,413	\$197,215	\$0	\$1,036,547

Net Benefits

The net benefits for the State, City, County, School District, and Community College (the extent to which revenues exceed costs) from the new or expanded organization will be follows, over the next ten years:

Net Benefits for the State and Local Districts Over the Next Ten Years			
	Benefits	Costs	Net Benefits
State	\$4,717,078	\$0	\$4,717,078
City	\$3,842,877	\$833,919	\$3,008,958
County	\$2,075,835	\$5,413	\$2,070,423
School District	\$777,475	\$197,215	\$580,260
Community College	\$295,320	\$0	\$295,320
Total	\$11,708,586	\$1,036,547	\$10,672,039

Discounted Cash Flow for the State and Local Public Districts Over the Next Ten Years

The net benefits, shown on the previous page, result in discounted cash flow over the next ten years for each taxing entity, as follows:

Discounted Cash Flow for the State and Local Public Districts Over the Next Ten Years	
State	\$3,854,357
City	\$2,384,938
County	\$1,579,375
School District	\$422,486
Community College	\$215,306
Total	\$8,456,461

Discounted cash flow is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing time in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of six percent to make the dollars each taxing will receive and the dollars that they will pay comparable -- by expressing them in today's dollars or in present value.

Conduct of This Analysis

This report was prepared by Impact DataSource.

Impact DataSource is a seventeen-year-old Austin economic consulting, research and analysis firm. The firm has conducted economic impact analyses of numerous projects in New Mexico and twenty-five other states. In addition, the firm has developed economic impact analysis computer programs for several clients including the New Mexico Economic Development Department and the Greater Houston Partnership.

The firm's principal, Jerry Walker, performed this economic impact analysis. He is an economist and has Bachelor of Science and Master of Business Administration degrees in accounting and economics from Nicholls State University, Thibodaux, Louisiana.

This analysis uses some Impact DataSource estimates and assumptions, as well as tax rates and other data obtained from state financial and tax data reports and data supplied by the City of Santa Fe. Data used in this analysis is shown in the Data and Rates Used in This Analysis section that follows.

Using this data, the economic impact from the organizations and the costs and benefits for the State, City, County, School District and Community College were calculated for a ten-year period.

In addition to the direct economic impact of the organization and its employees, spin-off or indirect and induced benefits were also calculated.

Information and rates used in this analysis follow on the next page. In addition, schedules of the results of economic impact calculations are also attached, along with schedules showing the results of calculations of costs and benefits for the state and local taxing districts.

Data and Rates Used in This Analysis

The Organization's Operations and Employees

Market value of furniture, fixtures and equipment purchased or brought by the organization on local tax rolls each year:

Year	Land	New Buildings or Improvements	Furniture, Fixtures and Equipment
1	\$0	\$20,000,000	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
	\$0	\$20,000,000	\$0

The organization's annual utilities:

Yr.	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	\$24,000	\$18,000	\$30,000	\$180,000	\$60,000	\$3,000	\$42,000
2	\$24,720	\$18,540	\$30,900	\$185,400	\$61,800	\$3,090	\$43,260
3	\$25,462	\$19,096	\$31,827	\$190,962	\$63,654	\$3,183	\$44,558
4	\$26,225	\$19,669	\$32,782	\$196,691	\$65,564	\$3,278	\$45,895
5	\$27,012	\$20,259	\$33,765	\$202,592	\$67,531	\$3,377	\$47,271
6	\$27,823	\$20,867	\$34,778	\$208,669	\$69,556	\$3,478	\$48,690
7	\$28,657	\$21,493	\$35,822	\$214,929	\$71,643	\$3,582	\$50,150
8	\$29,517	\$22,138	\$36,896	\$221,377	\$73,792	\$3,690	\$51,655
9	\$30,402	\$22,802	\$38,003	\$228,019	\$76,006	\$3,800	\$53,204
10	\$31,315	\$23,486	\$39,143	\$234,859	\$78,286	\$3,914	\$54,801

The organization's estimated annual purchases and operating expenses in the city that will be subject to gross receipts taxes \$150,000

Percent of annual increase over the next ten years 5%

The organization's estimated sales that will be subject to gross receipts taxes \$720,000

Percent of annual increase over the next ten years 5%

The organization's estimated annual net income that will be subject to NM corporate income taxes \$36,000

Percent of annual increase over the next ten years 5%

New employees to be hired:

Year	New employees to be hired each year	The number of these new employees who will move to the City from somewhere else to take job at the organization
1	18	4
2	8	0
3	10	0
4	5	0
5	5	0
6	0	0
7	0	0
8	0	0
9	0	0
10	0	0
Total	46	4

Average annual salaries of employees at the organization \$37,761

Percent of expected annual salary increases after the first year 3%

Multipliers for calculating the number of indirect and induced jobs and earnings:

Earnings	\$0.5912
Employment	0.4756

This economic impact analysis uses the above multipliers to project the indirect and induced benefits in the community as a result of the direct economic activity. The employment multiplier shows the number of spin-off jobs what will be created from each direct job. Similarly, the earnings multiplier estimates the salaries and wages to be paid to workers in these spin-off jobs for each \$1 paid to direct workers.

Percent of workers in new indirect and induced jobs created 10%

who will move to the City to take a job at the organization

Estimated percent of workers moving to the community who will have new residential property built for them the first year that they move to the City	20%
--	-----

Household size of a typical new worker moving to the City	3.00
---	------

Number of school age children in the household of a typical new worker who will be moving to the City	0.65
---	------

Percent of taxable shopping by a typical new worker that will be in the City	80%
--	-----

State of New Mexico Tax and Other Rates

Property tax rate for state debt service:	State's gross receipts tax rate less distribution to cities and counties	3.875%
Residential	1.530	
Nonresidential	1.530	

State's compensating tax rate	5.00%
-------------------------------	-------

Maximum NM corporate income tax rate:

Up to \$500,000: 4.8% of net taxable income
 \$500,000-\$1 mil.: \$24,000+6.4% over \$500,000
 \$1 million plus: \$56,000+7.6% over \$1 million

NM personal income tax rate for employees of the organization, as a percent of gross income	2.53%
---	-------

City Information and Rates

City property tax rate:	City gross receipts tax rate plus distribution from the state	3.0375%
Residential	1.5950	
Nonresidential	2.8560	
<i>(Per \$1,000 of taxable value)</i>		

The City's lodgers' tax rate	7%
------------------------------	----

The City's utility franchise fee rates for commercial utility users:

Water	0%
Wastewater	0%
Solid waste	0%
Electricity	4%
Natural Gas	2%
Telephone	2%
Cable	5%

The City will provide utilities and collect gross receipts taxes on the organization's utilities for the following:

Provide the Utility		Collect Utility Franchise Fees on the Utility
Water	Yes	No
Wastewater	Yes	No
Electricity	No	Yes
Natural gas	No	Yes
Solid waste	Yes	No
Telephone	No	Yes
Cable	No	Yes

Estimated monthly residential utility bills:

Water	\$40
Wastewater	\$40
Electricity	\$65
Natural Gas	\$40
Solid waste	\$20
Telephone	\$35
Cable	\$40

Monthly utility bills for city-owned or city-provided utilities:

Water	\$40
Wastewater	\$40
Electricity	\$0
Natural Gas	\$0
Solid waste	\$20
Telephone	\$0
Cable	\$0
Total	\$100

Estimated annual utility franchise fees that the city collects from utilities provided to each new household:

Utility	Monthly Utility Bill	Annual Bill	Utility Franchise Fee Percent	Total Utility Franchise Fee Collections from Each Resident
Water	\$40	\$480	0%	\$0
Wastewater	\$40	\$480	0%	\$0
Electricity	\$65	\$780	4%	\$31
Natural Gas	\$40	\$480	2%	\$10
Solid waste	\$20	\$240	0%	\$0
Telephone	\$35	\$420	2%	\$8
Total	\$240	\$2,880		\$49

The City's cost of providing utility services, such as water and wastewater, to the organization as a percent of monthly billings 90%

Miscellaneous taxes and user fees to be collected annually from each new household -- taxes that are not calculated separately in this analysis, such as cigarette taxes, licenses and permits, allocations of state funds based on the number of residents, fines, etc. \$150

Rate of expected annual increase in the above miscellaneous taxes and user fees 2%

The city's expected annual marginal operating expenditures for each new household in the city	\$350
---	-------

Rate of expected annual increase in the above expenditures	2%
--	----

County Information and Rates

County property tax rate:	County's share of gross receipts tax	1.125%
Residential	6.6000 inside the city	
Nonresidential	13.7800	

The County's lodgers' tax rate	4.0%
--------------------------------	------

The expected annual miscellaneous taxes and user fees to be collected from each new household by the County	\$85
---	------

Rate of expected annual increase in the above miscellaneous taxes and user fees	2%
---	----

The County's expected annual expenditures for each new household in the County	\$85
--	------

Rate of expected annual increase in the above expenditures	2%
--	----

The County's utility franchise fee rates for commercial utility users:

Water	0%
Wastewater	0%
Electricity	0%
Natural gas	0%
Solid waste	0%
Telephone	0%
Cable	0%

The County will provide utilities and collect gross receipts taxes on the organization's utilities for the following:

	Provide the Utility	Collect Utility Franchise Fees on the Utility
Water	No	No
Wastewater	No	No
Electricity	No	No
Natural gas	No	No
Solid waste	No	No
Telephone	No	No
Cable	No	No

Cost of providing utilities to the organization as a percent of utilities, if applicable 95%

School District Tax Rates

Property tax rate:

Residential	7.038
Nonresidential	7.310

The school district's marginal cost of providing services to each new child in the district \$4,500

The school district's average cost per child \$9,000

Estimated additional cost that the school district will incur 50%
for each child that moves to the district, as a percent of
average cost

Rate of expected annual increase in the above costs 3%

Annual state and federal funding per child received by the district \$5,541

Funding received per child from:

State aid	\$4,601
Federal	\$940

Rate of expected annual increase in the above state funding 3%

Rates for the Community College

Property tax rate:

Residential	3.236
Nonresidential	4.046

Other Community Rates

Discount rate for calculating the present value of costs and benefits	6%
Inflation rate	3.00%
Number of work hours per year by a typical employee of the organization	2,080
Percent of the gross salary of a typical worker spends on taxable goods and services	60%
Taxable value of property as a percent of assessed value	33%
Average taxable value of new residential property to be constructed in the for some new workers who move to the community	\$250,000
Rate of expected annual increase in the taxable value of residential property in the area	2%
Rate of expected annual increase in the taxable value of commercial real property in the area	2%
Percent of the total value of new residential in the area which is for the structure only -- excluding the land cost	90%
Percent of construction costs of new residential property which is for:	
Construction materials	50%
Labor	50%
Multiplier for calculating salaries to be paid workers in indirect and induced jobs created in the community as a result of construction activities -- construction or renovation at the organization and new residential property	1.017

Schedules of Economic Impacts

Number of new local jobs to be created each year and worker salaries to be paid each year:

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	18	9	27	\$679,698	\$401,854	\$1,081,552
2	8	4	12	\$1,011,240	\$597,870	\$1,609,110
3	10	5	15	\$1,442,183	\$852,655	\$2,294,838
4	5	2	7	\$1,691,761	\$1,000,211	\$2,691,972
5	5	2	7	\$1,955,016	\$1,155,854	\$3,110,870
6	0	0	0	\$2,013,666	\$1,190,530	\$3,204,196
7	0	0	0	\$2,074,076	\$1,226,246	\$3,300,322
8	0	0	0	\$2,136,298	\$1,263,033	\$3,399,331
9	0	0	0	\$2,200,387	\$1,300,924	\$3,501,311
10	0	0	0	\$2,266,399	\$1,339,952	\$3,606,351
Total	46	22	68	\$17,470,724	\$10,329,129	\$27,799,852

**Number of new direct and indirect workers and their families who will move to the City
and the number of new students in local schools:**

Year	New Residents	New Students
1	15	3
2	0	0
3	3	1
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0
9	0	0
10	0	0
Total	18	4

Sales or spending on which gross receipts taxes will be collected:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$300,526	\$35,217,500	\$1,239,804	\$36,757,830
2	\$0	\$0	\$2,479,608	\$2,479,608
3	\$0	\$0	\$3,719,412	\$3,719,412
4	\$0	\$0	\$3,719,412	\$3,719,412
5	\$0	\$0	\$4,063,802	\$4,063,802
6	\$0	\$0	\$4,063,802	\$4,063,802
7	\$0	\$0	\$4,752,582	\$4,752,582
8	\$0	\$0	\$5,096,972	\$5,096,972
9	\$0	\$0	\$5,165,850	\$5,165,850
10	\$0	\$0	\$5,165,850	\$5,165,850
Total	\$300,526	\$35,217,500	\$39,467,094	\$74,985,120

Spending on motel rooms by out-of-town visitors to the organization:

Year	Motel Spending
1	\$425,000
2	\$450,883
3	\$478,341
4	\$507,472
5	\$538,377
6	\$571,164
7	\$605,948
8	\$642,851
9	\$682,000
10	\$723,534
Total	\$5,625,571

Number of new residential units to be built in the City:

Year	Number of New Residential Units in the City	Cumulative Number of New Units
1	1	1
2	0	1
3	0	1
4	0	1
5	0	1
6	0	1
7	0	1
8	0	1
9	0	1
10	0	1
Total	1	

The taxable value of new residential property constructed for some new direct and indirect workers who move to the City:

Year	New Residential Property
1	\$250,000
2	\$255,000
3	\$260,100
4	\$265,302
5	\$270,608
6	\$276,020
7	\$281,541
8	\$287,171
9	\$292,915
10	\$298,773

The value of organization's property on local tax rolls:

Year	The Organization's Property on Tax Rolls
1	\$20,000,000
2	\$20,400,000
3	\$20,808,000
4	\$21,224,160
5	\$21,648,643
6	\$22,081,616
7	\$22,523,248
8	\$22,973,713
9	\$23,433,188
10	\$23,901,851

Schedule of Public Costs and Benefits

Additional Revenues for the State:

Gross receipts tax collections on:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$11,645	\$1,364,678	\$48,042	\$1,424,366
2	\$0	\$0	\$96,085	\$96,085
3	\$0	\$0	\$144,127	\$144,127
4	\$0	\$0	\$144,127	\$144,127
5	\$0	\$0	\$157,472	\$157,472
6	\$0	\$0	\$157,472	\$157,472
7	\$0	\$0	\$184,163	\$184,163
8	\$0	\$0	\$197,508	\$197,508
9	\$0	\$0	\$200,177	\$200,177
10	\$0	\$0	\$200,177	\$200,177
Total	\$11,645	\$1,364,678	\$1,529,350	\$2,905,673

Property tax collections on:

Year	Residential Property	The Organization's Property	Total
1	\$126	\$10,098	\$10,224
2	\$129	\$10,300	\$10,429
3	\$131	\$10,506	\$10,637
4	\$134	\$10,716	\$10,850
5	\$137	\$10,930	\$11,067
6	\$139	\$11,149	\$11,288
7	\$142	\$11,372	\$11,514
8	\$145	\$11,599	\$11,744
9	\$148	\$11,831	\$11,979
10	\$151	\$12,068	\$12,219
Total	\$1,382	\$110,570	\$111,952

NM Income Taxes:

Year	Personal Income Taxes	Corporate Income Taxes	Total
1	\$784,838	\$117,625	\$902,463
2	\$40,632	\$7,935	\$48,566
3	\$57,947	\$11,902	\$69,849
4	\$67,975	\$11,902	\$79,877
5	\$78,552	\$13,004	\$91,556
6	\$80,909	\$13,004	\$93,913
7	\$83,336	\$15,208	\$98,544
8	\$85,836	\$16,310	\$102,147
9	\$88,411	\$16,531	\$104,942
10	\$91,064	\$16,531	\$107,594
Total	\$1,459,499	\$239,952	\$1,699,452

Total Additional Revenues for the State:

Year	Total Revenues
1	\$2,337,053
2	\$155,080
3	\$224,613
4	\$234,854
5	\$260,096
6	\$262,674
7	\$294,221
8	\$311,399
9	\$317,098
10	\$319,990
Total	\$4,717,078

Costs and Benefits for the City

Benefits for the City:**Gross receipts tax collections on:**

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$9,128	\$1,069,732	\$37,659	\$1,116,519
2	\$0	\$0	\$75,318	\$75,318
3	\$0	\$0	\$112,977	\$112,977
4	\$0	\$0	\$112,977	\$112,977
5	\$0	\$0	\$123,438	\$123,438
6	\$0	\$0	\$123,438	\$123,438
7	\$0	\$0	\$144,360	\$144,360
8	\$0	\$0	\$154,821	\$154,821
9	\$0	\$0	\$156,913	\$156,913
10	\$0	\$0	\$156,913	\$156,913
Total	\$9,128	\$1,069,732	\$1,198,813	\$2,277,673

Lodgers' tax collections:

Year	Lodgers' Tax Collections
1	\$29,750
2	\$31,562
3	\$33,484
4	\$35,523
5	\$37,686
6	\$39,982
7	\$42,416
8	\$45,000
9	\$47,740
10	\$50,647
Total	\$393,790

Property tax collections on:

Year	Residential Property	The Organization's Property	Total
1	\$132	\$18,850	\$18,981
2	\$134	\$19,227	\$19,361
3	\$137	\$19,611	\$19,748
4	\$140	\$20,003	\$20,143
5	\$142	\$20,403	\$20,546
6	\$145	\$20,811	\$20,957
7	\$148	\$21,228	\$21,376
8	\$151	\$21,652	\$21,803
9	\$154	\$22,085	\$22,239
10	\$157	\$22,527	\$22,684
Total	\$1,441	\$206,398	\$207,839

Other taxes and user fees to be collected from new residents:

Year	Other Taxes and User Fees
1	\$1,000
2	\$1,020
3	\$1,248
4	\$1,273
5	\$1,299
6	\$1,325
7	\$1,351
8	\$1,378
9	\$1,406
10	\$1,434
Total	\$12,736

Utility franchise fees collected from new residents and the organization:

Year	Total Utility Franchise Fees to be Collected
1	\$4,236
2	\$4,359
3	\$4,563
4	\$4,695
5	\$4,831
6	\$4,971
7	\$5,116
8	\$5,264
9	\$5,417
10	\$5,574
Total	\$49,026

Utility revenues from new residents and from the organization:

Year	Total Utility Revenues
1	\$78,000
2	\$80,280
3	\$83,876
4	\$86,317
5	\$88,830
6	\$91,417
7	\$94,080
8	\$96,821
9	\$99,643
10	\$102,548
Total	\$901,813

Building permits and fees to be collected from the organization:

Year	Building Permits & Fees
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Costs for the City:

The City's additional costs for new residents and the organization:

Year	Cost of Providing Services to New Residents	Costs of Providing Utilities to the Organization	Total
1	\$1,750	\$70,200	\$71,950
2	\$1,785	\$72,252	\$74,037
3	\$2,185	\$75,488	\$77,673
4	\$2,229	\$77,685	\$79,914
5	\$2,273	\$79,947	\$82,220
6	\$2,319	\$82,275	\$84,594
7	\$2,365	\$84,672	\$87,037
8	\$2,412	\$87,139	\$89,552
9	\$2,460	\$89,679	\$92,140
10	\$2,510	\$92,294	\$94,803
Total	\$22,287	\$811,632	\$833,919

Net Benefits for the City:

Year	Benefits	Costs	Net Benefits
1	\$1,248,486	\$71,950	\$1,176,536
2	\$211,900	\$74,037	\$137,863
3	\$255,896	\$77,673	\$178,223
4	\$260,929	\$79,914	\$181,015
5	\$276,630	\$82,220	\$194,410
6	\$282,090	\$84,594	\$197,496
7	\$308,699	\$87,037	\$221,662
8	\$325,087	\$89,552	\$235,536
9	\$333,359	\$92,140	\$241,219
10	\$339,801	\$94,803	\$244,998
Total	\$3,842,877	\$833,919	\$3,008,958

Costs and Benefits for the County:

Gross receipts tax collections on spending:

Year	Gross Receipts During New Residential Construction	Gross Receipts from the Firm's Construction Activities	Gross Receipts During the Firm's Operations	Total
1	\$3,381	\$396,197	\$13,948	\$413,526
2	\$0	\$0	\$27,896	\$27,896
3	\$0	\$0	\$41,843	\$41,843
4	\$0	\$0	\$41,843	\$41,843
5	\$0	\$0	\$45,718	\$45,718
6	\$0	\$0	\$45,718	\$45,718
7	\$0	\$0	\$53,467	\$53,467
8	\$0	\$0	\$57,341	\$57,341
9	\$0	\$0	\$58,116	\$58,116
10	\$0	\$0	\$58,116	\$58,116
Total	\$3,381	\$396,197	\$444,005	\$843,583

Lodgers' tax collections:

Year	Lodgers' Tax Collections
1	\$17,000
2	\$18,035
3	\$19,134
4	\$20,299
5	\$21,535
6	\$22,847
7	\$24,238
8	\$25,714
9	\$27,280
10	\$28,941
Total	\$225,023

Property tax collections on:

Year	The		
	Residential Property	Organization's Property	Total Tax Collections
1	\$545	\$90,948	\$91,493
2	\$555	\$92,767	\$93,322
3	\$566	\$94,622	\$95,189
4	\$578	\$96,515	\$97,093
5	\$589	\$98,445	\$99,034
6	\$601	\$100,414	\$101,015
7	\$613	\$102,422	\$103,035
8	\$625	\$104,471	\$105,096
9	\$638	\$106,560	\$107,198
10	\$651	\$108,691	\$109,342
Total	\$5,962	\$995,855	\$1,001,817

Other taxes and user fees collected from new residents:

Year	Other Taxes and User Fees	
1	\$425	
2	\$434	
3	\$531	
4	\$541	
5	\$552	
6	\$563	
7	\$574	
8	\$586	
9	\$598	
10	\$609	
Total	\$5,413	

Utility franchise fees collected on utilities provided to the organization:

Year	Utility Franchise Fees Collected
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Utilities provided to the organization:

Year	Utilities Provided to the Organization
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Additional County costs:

Year	County Costs for New Residents	Costs of Providing Utilities to the Organization	Total
1	\$425	\$0	\$425
2	\$434	\$0	\$434
3	\$531	\$0	\$531
4	\$541	\$0	\$541
5	\$552	\$0	\$552
6	\$563	\$0	\$563
7	\$574	\$0	\$574
8	\$586	\$0	\$586
9	\$598	\$0	\$598
10	\$609	\$0	\$609
Total	\$5,413	\$0	\$5,413

Net Benefits for the County:

Year	Benefits	Costs	Net Benefits
1	\$522,443	\$425	\$522,018
2	\$139,687	\$434	\$139,253
3	\$156,696	\$531	\$156,166
4	\$159,776	\$541	\$159,235
5	\$166,839	\$552	\$166,287
6	\$170,143	\$563	\$169,579
7	\$181,314	\$574	\$180,740
8	\$188,737	\$586	\$188,151
9	\$193,191	\$598	\$192,594
10	\$197,009	\$609	\$196,399
Total	\$2,075,835	\$5,413	\$2,070,423

Benefits for the School District:

Property tax collections on:

Year	Residential Property	The Organization's Property	Total Tax Collections
1	\$581	\$48,246	\$48,827
2	\$592	\$49,211	\$49,803
3	\$604	\$50,195	\$50,799
4	\$616	\$51,199	\$51,815
5	\$628	\$52,223	\$52,852
6	\$641	\$53,267	\$53,909
7	\$654	\$54,333	\$54,987
8	\$667	\$55,419	\$56,086
9	\$680	\$56,528	\$57,208
10	\$694	\$57,658	\$58,352
Total	\$6,358	\$528,280	\$534,638

Additional state and federal school funding:

Year	Additional School Funding
1	\$16,623
2	\$17,122
3	\$23,514
4	\$24,219
5	\$24,946
6	\$25,694
7	\$26,465
8	\$27,259
9	\$28,077
10	\$28,919
Total	\$242,837

Costs for the school district to educate children of new workers who move to the district:

Year	Costs of Educating New Students
1	\$13,500
2	\$13,905
3	\$19,096
4	\$19,669
5	\$20,259
6	\$20,867
7	\$21,493
8	\$22,138
9	\$22,802
10	\$23,486
Total	\$197,215

Net Benefits for the School District:

Year	Benefits	Additional Costs	Net Benefits
1	\$65,450	\$13,500	\$51,950
2	\$66,925	\$13,905	\$53,020
3	\$74,313	\$19,096	\$55,217
4	\$76,034	\$19,669	\$56,365
5	\$77,797	\$20,259	\$57,538
6	\$79,603	\$20,867	\$58,736
7	\$81,452	\$21,493	\$59,959
8	\$83,345	\$22,138	\$61,208
9	\$85,285	\$22,802	\$62,483
10	\$87,271	\$23,486	\$63,785
Total	\$777,475	\$197,215	\$580,260

Benefits for Santa Fe Community College

Property tax collections on:

Year	Residential Property	The Organization's Property	Total Tax Collections
1	\$267	\$26,704	\$26,971
2	\$272	\$27,238	\$27,510
3	\$278	\$27,782	\$28,060
4	\$283	\$28,338	\$28,621
5	\$289	\$28,905	\$29,194
6	\$295	\$29,483	\$29,778
7	\$301	\$30,073	\$30,373
8	\$307	\$30,674	\$30,981
9	\$313	\$31,288	\$31,600
10	\$319	\$31,913	\$32,232
Total	\$2,923	\$292,397	\$295,320

Attachment B

Irrevocable Letter of Credit

LOS ALAMOS NATIONAL BANK – SANTA FE OFFICE

2009 Galisteo Street, Santa Fe, New Mexico 87505 / Telephone (505) 988-3200

Irrevocable Letter of Credit No. 20190

Date: May 16, 2012

Beneficiary: City of Santa Fe, New Mexico

Upon the application of Rodeo Property, Inc. ("Applicant") whose address is Post Office Box 5185, Santa Fe, New Mexico 87502, Los Alamos National Bank ("Issuer"), whose address is 2009 Galisteo St., Santa Fe, NM 87505, hereby issues this Irrevocable Letter of Credit ("LOC") to City of Santa Fe, New Mexico ("Beneficiary"), whose address is 200 Lincoln Ave., Santa Fe, NM 87501, in an amount not to exceed a total of U.S. Dollars One Hundred Thousand and 00/100 (US\$100,000) ("Total Credit Amount"), subject to the following terms and conditions:

1. **TERM:** This LOC shall become effective upon the date first written above and shall expire, unless automatically renewed, one (1) year thereafter.
2. **PRESENTATION AND HONOR:** Any time prior to the expiration of this LOC, Issuer shall pay Beneficiary up to the Total Credit Amount, either in whole or in part, as demanded by Beneficiary, upon presentation of a demand letter that contains the following information and representations:
 - a. The LOC Number;
 - b. The original copy of this LOC;
 - c. A statement that the proceeds paid are for repayment of sums paid to Applicant by Beneficiary under that certain Project Participation Agreement effective December 14, 2011, due to Applicant's default;
 - d. The amount demanded;
 - e. A statement that a copy of the demand letter has been mailed to Applicant; and,
 - f. The acknowledged signature of the Beneficiary.

Presentation shall be perfected by mailing a demand letter to Issuer, pursuant to Paragraph 8 below, which contains the foregoing information and representations. Issuer shall promptly honor the Beneficiary's presentations that strictly comply with the terms of this LOC; provided that Issuer shall promptly notify Beneficiary of any defect in presentation or other reasons for Issuer's refusal to honor.

3. **RENEWAL:** This LOC shall automatically be renewed for successive one (1) year terms unless, ninety (90) days prior to the expiration of any one (1) year term, Issuer mails a Notice of Expiration to Beneficiary pursuant to Paragraph 8 below. In the event Issuer timely issues a Notice of Expiration, this LOC shall expire upon the next expiration date immediately following the date Notice of Expiration was timely mailed; provided, however, that if Applicant fails to replace this LOC with other financial assurance acceptable to Beneficiary at least thirty (30) days before the next expiration

date following the date the Notice of Expiration was mailed, then Issuer shall pay Beneficiary in accordance with Paragraph 2 above.

4. **REDUCTION IN TOTAL CREDIT AMOUNT:** Beneficiary may, at its sole option, reduce the Total Credit Amount under this LOC by mailing a Notice of Reduction, pursuant to Paragraph 8, that contains the amount by which the Total Credit Amount is to be reduced.

5. **TERMINATION:** This LOC may be terminated by Beneficiary prior to the expiration date by mailing a Notice of Termination to Issuer pursuant to Paragraph 8 below. The Notice of Termination shall include reference to the LOC Number, include a copy of the LOC as an attachment, and shall be signed and acknowledged by Beneficiary. This LOC shall terminate upon Issuer's receipt of such Notice of Termination.

6. **APPLICABLE LAW:** This LOC shall be construed and performed in accordance with the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce as Pub. No. 500 ("UCP-500") and the laws of the State of New Mexico. In the event of a conflict between the UCP-500 and New Mexico Uniform Commercial Code ("UCC"), as codified at section NMSA § 55-5-101 *et seq.* (1998), the UCP-500 shall govern as a permissible contract modification of the UCC provisions.

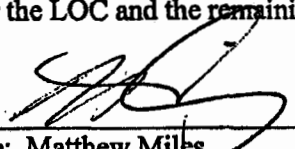
7. **FORUM:** Any lawsuit regarding this LOC shall be brought and heard in the First Judicial District Court, Santa Fe, New Mexico.

8. **NOTICES:** All notices required under this LOC shall be mailed, Certified Mail - Return Receipt Requested as follows:

Notices to Beneficiary: City of Santa Fe, New Mexico
200 Lincoln Ave.
Santa Fe, NM 87501

Notices to Issuer: Los Alamos National Bank
2009 Galisteo St.
Santa Fe, NM 87505

9. **ACCOUNTING:** Upon request by Beneficiary, Issuer shall provide Beneficiary with an itemized accounting of all debits and credits to Beneficiary's account under the LOC and the remaining balance.

By: 
Name: Matthew Miles
Title: Commercial Loan Officer

SANTA FE COUNTY
RESOLUTION NO. 2012 - 78

**A RESOLUTION ADOPTING THE FINAL
2012-2013 (FY2013) BUDGET**

WHEREAS, the Santa Fe County Board of County Commissioners (BCC), the governing body in and for the County of Santa Fe, State of New Mexico, held an official meeting on May 29, 2012, for the study and review of a 2012-2013 (FY 2013) budget, with recognition of sources and uses of funds of said budget;

WHEREAS, the meeting on May 29, 2012, was duly advertised in compliance with the State Open Meetings Act and the Federal Statement of Assurances pertaining to the requirements for revenue funds, and the budget was duly approved at the meeting; and

WHEREAS, the State of New Mexico, Department of Finance and Administration, Local Government Division granted interim approval of the proposed operating budget for the 2012-2013 year (FY 2013) with documentation and technical adjustments as required.

NOW, THEREFORE, BE IT RESOLVED, that the BCC hereby adopts the 2012-2013 (FY 2013) "Final Budget" and respectfully requests final approval from the Local Government Division of the Department of Finance and Administration.


APPROVED, ADOPTED AND PASSED this 26th day of June 2012.

BOARD OF COUNTY COMMISSIONERS



Liz Stefanics, Chairperson

ATTEST:



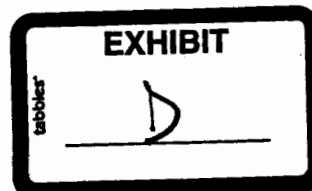
Valerie Espinoza, County Clerk



APPROVED AS TO FORM:



Stephen C. Ross, County Attorney



SEC. CLERK RECORDED 66/27/2012

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 2

I Hereby Certify That This Instrument Was Filed for
Record On The 27TH Day Of June, 2012 at 09:46:42 AM
And Was Duly Recorded as Instrument # 1673442
Of The Records Of Santa Fe County

Deputy Marcello Palacios Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SANTA FE
AND
THE CITY OF SANTA FE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Santa Fe (the "City") and the County of Santa Fe ("County"). The date of this Agreement shall be the date when it is executed by the City and the County, whichever occurs last.

WITNESSETH:

WHEREAS, the New Mexico Local Economic Development Act, NMSA 1978, Section. 5-10-1 et seq. permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with the requirements of the Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan, (11-11 SFCC (1987)) Community Economic Development Plan and its Economic Development Strategy for Implementation, dated May 21, 2008;

WHEREAS, the City determined that it was in the interest of the welfare of the citizens of Santa Fe to enter into a Local Economic Development Act Project Participation Agreement (hereinafter "PPA") between the Rodeo Property, Inc, a New Mexico non-profit corporation, and the City for the purposes of effectuating the City's Economic Development Plan;

WHEREAS, on December 14, 2011 the City approved the Economic Development PPA between the City and Rodeo Property, Inc. whereby Rodeo Property, Inc., as a "Qualifying Entity" would receive in funding from the City for a project that would support the City's Economic Development Plan;

WHEREAS, the economic development project that is the subject of this MOU is an indoor multipurpose facility or arena for rodeo and related equestrian events and use as a disaster relief facility for large animals and other events (the Project);

WHEREAS, the City and County previously entered into an MOU dated December 13, 2012 which provided for the use of \$200,000 from the City (\$100,000), County (\$19,000) and Rodeo Property, Inc. (\$81,000 State appropriations) to complete a feasibility study and traffic impact analysis for the indoor multipurpose facility;

WHEREAS, at the City Council meeting held on January 9, 2013, the Council approved Ordinance 2013-2 which approved the original December 14, 2011 PPA and approved the Amended PPA, to add the 2012 State Appropriation (\$81,000) and the County contributions of

funds (\$19,000) and the City's contribution (\$100,000) for a total public contribution of \$200,000 to the Project;

WHEREAS, the feasibility study and traffic impact analysis is complete and the Board of County Commissioners of Santa Fe County wish to contribute capital outlay funding to be used by the Rodeo Property, Inc. to procure engineering and design services for the Project;

WHEREAS, in the 2013 Legislative Session the State Legislature appropriated \$230,000 to the Local Government Division, to be granted to the City, for Project #13-1778 "to plan, design, construct, purchase, furnish and equip the Rodeo Indoor Arena and Disaster Relief Facility in Santa Fe..." ;

WHEREAS, this MOU sets out the terms of the County's contribution of \$35,000 to be added to the State's 2013 appropriation of \$230,000 for the purpose of funding engineering and design services for the Project;

WHEREAS, the County's total contribution to the Rodeo Property, Inc. for purposes of this Project since the initial MOU dated December 13, 2012 is Fifty Four Thousand Dollars (\$54,000).

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Purpose

The purpose of this MOU to summarize the understanding of the City and the County for the transfer and expenditure of \$35,000 of County capital outlay funding for the purpose of funding engineering and design services for the indoor multipurpose facility by the Rodeo Property, Inc. The goal of this project is to enhance the Rodeo de Santa Fe Local Economic Development Project that will improve the economy of the City and the County. The Project referred to herein is the procurement of engineering and design services for the multipurpose indoor facility at the Rodeo de Santa Fe grounds for use during disaster relief, rodeo events, sports events and entertainment events.

2. Scope of Understanding and Responsibilities of the Parties

The County shall:

A. Upon the approval of this MOA, the County shall issue a check in the amount of Thirty Five Thousand Dollars (\$35,000) to the City for the purpose of funding the procurement of engineering and design services for the Project.

The City shall:

A. In compliance with the Second Amended PPA, execute a grant agreement with the Local Government Division of the Department of Finance and Administration for the \$230,000 State appropriation.

B. Receive \$35,000 from the County and designate the expenditure of such contribution toward the procurement of engineering and design services for the Project.

C. Upon completion of the Project, the City shall provide a written report to the County identifying and itemizing the City's expenditure of the County's funds. Such report shall include copies invoices and corresponding cancelled checks.

3. Term

This MOU shall expire on June 30, 2014 unless otherwise extended by both the County and the City in writing in no less than 30 days prior to the expiration of this Agreement.

4. Termination

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Liability

Neither party shall be liable for any claim, action demand, suit or judgment arising from the other party's performance under this MOU or the performance of the of the other parties' agents, officers, employees, representatives and subcontractors. Both parties shall only be liable for any claim, action, demand, suit or judgment arising from its own performance under this MOU or the performance of its own agents, officers, employees, representatives and subcontractors.

6. Status of City and County

The City and the County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the City. No powers of the County, expressed or implied, shall be granted to the City on behalf of the County, excepting those set forth herein.

7. New Mexico Tort Claims Act

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the 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. as amended. This paragraph is intended only to define the liabilities between the parties hereto 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. The City and its "public employees" as defined in the New Mexico Tort Claims Act, and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

8. Third Party Beneficiaries

By entering into this MOU the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

9. Amendment

This MOU shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

10. Notices

Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Brian Snyder
City Manager
P. O. Box 909
Santa Fe, NM 87504-0909

County:

Katherine Miller
County Manager
County of Santa Fe
P.O. Box 276
102 Grant Avenue
Santa Fe, NM 87504-0276

11. Confidentiality

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

12. Conflict of Interest

Both parties warrant that they presently have 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 MOU.

13. Assignment; Subcontracting

Neither party shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

14. Release

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this MOU. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

15. Third Party Beneficiaries

By entering into this MOU the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Records and Audit

The City shall maintain detailed time records that indicate the date, time, and nature of its expenditure of the County's \$35,000 contribution and the services rendered by its contractor. These records shall be subject to inspection by the County. The County shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

17. Applicable Law

This MOU shall be governed by the ordinances of the City of Santa Fe, the ordinances of Santa Fe County, and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

David Coss, Mayor
City of Santa Fe

DATE: _____

ATTEST:

Yolanda Y. Vigil, Clerk
City of Santa Fe

Approved as to form:

Judith Arner for
City Attorney
City of Santa Fe

DATE: 11/15/13

Approved:

Marcos A. Tapia
Finance Director
City of Santa Fe

COUNTY OF SANTA FE:

Katherine Miller
Katherine Miller
Santa Fe County Manager

DATE: 11.12.13

Approved as to form:

Stephen C. Ross for
Stephen C. Ross, County Attorney
Santa Fe County

DATE: 11/12/13

Approved:

Teresa C. Martinez 11/14/13
Teresa C. Martinez, Director
Finance Department
Santa Fe County