

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2013-23

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4  
5 AN ORDINANCE

6 APPROVING A LEASE AND SERVICES AGREEMENT BETWEEN THE CITY OF SANTA  
7 FE AND THE BOYS AND GIRLS CLUBS FOR LEASE OF CITY-OWNED BUILDING AND  
8 IMPROVEMENTS LOCATED AT 730 ALTO STREET, SANTA FE, NEW MEXICO, FOR  
9 THE BOYS AND GIRLS CLUBS TO USE AND OCCUPY THE BUILDING AND  
10 IMPROVEMENTS TO OPERATE AFTER SCHOOL AND SUMMER COMMUNITY  
11 SERVICES PROGRAMS FOR CITY YOUTHS AGES SIX THROUGH EIGHTEEN AND  
12 OTHER RELATED PURPOSES.

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

15 Section 1. The City of Santa Fe hereby approves a certain lease and services agreement  
16 dated July 13, 2013 entered into between the City of Santa Fe and Boys and Girls Clubs of  
17 Santa Fe, which is attached hereto as Exhibit "A" and made a part hereof, for building and  
18 improvements located at 730 Alto Street, Santa Fe, New Mexico, for a term of four years (the "Lease  
19 and Services Agreement").

20 Section 2. This Ordinance shall be effective forty-five days after the date of adoption,  
21 unless a referendum is held pursuant to Section 3-54-1 NMSA 1978.

22 Section 3. This Ordinance shall be published as required by Section 3-17-3 NMSA  
23 1978 and such publication shall contain the following information:

24 A. Property to be Leased. The City of Santa Fe shall lease to the Boys and Girls Clubs  
25 of Santa Fe ("the Club"), the building and improvements located at 730 Alto Street, Santa Fe, New

1 Mexico, and more fully described under the Lease and Services Agreement.

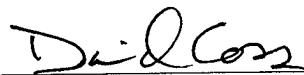
2 B. Market value of the Leasehold Premises. The appraised value of the building and  
3 improvements is three hundred and twenty thousand dollars (\$320,000).

4 C. Payment terms of the Lease. The rental payment for the leasehold premises shall be  
5 in an amount of \$32,000 per year ( $10\% \times \$320,000 = \$32,000$ ) which shall be payable by the yearly  
6 provision of in-kind, after school and summer services to City youths ages six (6) through eighteen  
7 (18) by the Club for the City, and more fully described under the Lease and Services Agreement. The  
8 difference between these values is three hundred and twenty thousand dollars (\$320,000) which  
9 represents the value of the building and improvements owned by the City and leased to the Club.

10 D. The Lessee is The Boys and Girls Clubs of Santa Fe, 730 Alto Street, Santa Fe, New  
11 Mexico.

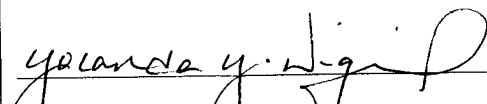
12 E. Purpose of the Lease. The purpose of the lease and services agreement is for the  
13 Club to use and occupy the building and improvements to operate after school and summer  
14 community services programs for City youths ages six (6) through eighteen (18) and other related  
15 purposes.

16 PASSED, APPROVED and ADOPTED this 29<sup>th</sup> day of May, 2013.

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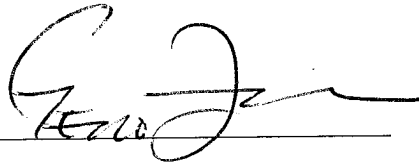
19 DAVID COSS, MAYOR

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21 ATTEST:

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24 YOLANDA Y. VIGIL, CITY CLERK

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APPROVED AS TO FORM:



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GENO ZAMORA, CITY ATTORNEY

**AMENDED AND RESTATED LEASE AGREEMENT AND SERVICES  
AGREEMENT BETWEEN THE SANTA FE BOYS AND GIRLS  
CLUB INC. AND THE CITY OF SANTA FE**

This AMENDED AND RESTATED LEASE AGREEMENT AND SERVICES AGREEMENT BETWEEN THE SANTA FE BOYS AND GIRLS CLUB INC. AND THE CITY OF SANTA FE ("Lease and Services Agreement") is made and entered into this 13<sup>th</sup> day of July 2013, by and between the Santa Fe Boys and Girls Club Inc. ("Club") and the City of Santa Fe, a Municipal Corporation ("City"). The effective date of this Lease and Services Agreement is the dated signed by the City and the Club, whichever occurs last.

**WHEREAS**, this Lease and Services Agreement entirely supersedes and replaces the May 13, 1998 Lease Repurchase Agreement and May 13, 1998 Services Agreement entered into between the City and the Club, in accordance with Paragraphs 7 and 14 of the Lease Repurchase Agreement and those agreements are voided. Attached is the Resolution of the Board of the Club approving this Lease and Services Agreement?

**WHEREAS**, this Agreement is comprised of two leases and one services agreement. Lease #1 is a lease of a City-owned building and the improvements to the Club building, including the swimming pool next to the Club building, (hereinafter referred to as the "Building and Improvements") at 730 Alto Street, Santa Fe, New Mexico. Lease #2 is a lease of the real property footprint underneath the Building and Improvements (hereinafter referred to as the "Real Property") referred to as Exhibit A below. The Services Agreement is an agreement between City and the Club whereby the Club agrees to provide services in lieu of rent for the Building and Improvements as set forth in more detail herein.

**WHEREAS** on May 13, 1998 the City and the Club entered into a Lease Repurchase Agreement and a Services Agreement in order to satisfy the anti-donation clause of the New Mexico Constitution, Article 9 Section 14, and to receive reimbursement from State appropriations. In 1996, the State Legislature appropriated funds for the purpose of making improvements to the building then-owned by the Club on real property then-owned by the Club located at 730 Alto Street. During the same time period, the City had also appropriated City CIP funds for the same purposes. The Club and the City decided at that time, in order to be able to receive State and City public monies for improvements to the building, to have the Club quitclaim the building and improvements to the City. In return, the City agreed to lease the building and the improvements back to the Club. The Club agreed to provides community services to the City in lieu of rent for a period of time until the time that the Club could repurchase back the building and improvements by a combination of the total value of the Club's services rendered for the City plus all of the private funds expended by the Club to make the improvements to the building.

**WHEREAS**, presently, there has been a decision by the Club to void the Lease Repurchase Agreement dated May 13, 1998; to not repurchase the Building and improvements; to continue to lease the Building and improvements from the City and to continue to have the City own the Building and improvements.

**WHEREAS**, attached as Exhibit B hereto, is a list of value of indigent youth program services provided and a list of State and City appropriations invested into the Building and improvements to the Building that demonstrates that the services provided by the Club from May 13, 1998 to present to the City has more than equaled the amount of State and City funds invested into the Building and improvements from 1998 to present.

**WHEREAS**, the 2012 State of New Mexico Legislature made the following severance tax bond appropriations to the Local Government Division of the Department of Finance and Administration who entered into Grant Agreements with the City for the following improvements to be made at the Club Building: (i) \$2500 for a security alarm system; (ii) \$7,000 for a fire alarm system; (iii) \$3,500 for parking lots and (iv) \$32,734 for pool renovations.

**WHEREAS**, the Club and the City now desire to set forth the terms of the lease of the Building and improvements by the Club from the City and the lease of the real property by the City from the Club and a services agreement in lieu of rent by the Club so that the City can use the 2012 State appropriation.

**WITNESSETH:**

In consideration of the Club's and City's promises herein, the Club hereby decides to terminate the Lease Repurchase Agreement dated May 13, 1998 and decides not to repurchase the Building and improvements at this time. Further, the Club hereby leases to the City the Real Property owned by the Club identified as follows and the City hereby leases to the Club the Building and Improvements identified as follows:

**1. LEASE OF REAL PROPERTY BY CLUB TO CITY**

Subject to the terms and conditions of this Agreement, the Club allows the City to lease, use and occupy, subject to all of the terms and conditions hereinafter stated, that certain northerly portion of Parcel 93 of the Guadalupe Neighborhood located at 730 Alto Street, Santa Fe, New Mexico. The leased Real Property consists of approximately Sixty five thousand Five hundred sixty seven (65,567) square feet, all as more fully described and shown on Exhibit "A" attached hereto and made a part hereof.

**2. LEASE OF BUILDING AND IMPROVEMENTS BY CITY TO CLUB**

Subject to the terms and conditions of this Agreement, the City allows the Club to use and occupy, subject to all of the terms and conditions hereinafter stated, the Building and Improvements and the Real Property located at 730 Alto Street, Santa Fe, New Mexico, as shown in Exhibit "C" for the purpose of operating the Santa Fe Boys and Girls Club for youth programs and other community services as set forth more fully in Paragraph 5 herein. The Club and the City accept mutually accept the Building and Improvements and the Real Property their present state and agrees that all are in good condition, without any representation or warranty by Club or the City as to the condition of the either the Building and Improvements or the Real Property. The Club agrees to allow the City use of the Building and Improvements and Real Property for the purpose of accessing and allowing its employees, agents and others to use and maintain the Real Property and the Building and Improvements. No further uses shall be allowed. The use of the Building and Improvements and Real Property are also subject to the following conditions:

- (a) Club and City shall comply with all local codes and regulations;
- (b) Club shall provide services in lieu of rent in the form of youth programs and other community services as set forth more fully herein in Paragraph 5.

3. LEASE TERM

The term of this Lease Agreement shall be for a four (4) year term, unless sooner terminated as provided herein. In the event City shall remain in possession of the Building and Improvements and the Club shall remain possession of the Real Property after the expiration of the term of this Lease Agreement, such possession will continue to be a month-to-month tenancy. During any such month-to-month tenancy, the rent shall be prorated and the terms and conditions of the Lease shall be otherwise applicable.

4. FAIR MARKET OF VALUE OF RENT OF BUILDING AND IMPROVEMENTS MINUS THE FAIR MARKET VALUE THE REAL PROPERTY FOOTPRINT UNDERNEATH THE BUILDING OWED BY THE CLUB TO THE CITY

The fair market value of the Building and Improvements and Real Property is determined by the appraisal report by Hippauf and Associates, Inc., dated January 25, 2013. The value of the Building and Improvements is \$1,180,000 (owned by City). The value of the Real Property footprint underneath the Building and Improvements is \$780,000 (owned by Club). The difference between these values is \$320,000 which represents the value of the Building and Improvements owned by the City and rented to the Club. The rental value of that difference in value is \$32,000 per year (10% x \$320,000= \$32,000):

- A. Base Rent. The fair market rental value to be paid by the Club to the City for the difference between the value of the Building and Improvements and the value of the Real Property footprint underneath the Building is dollars (\$32,000.00) per year as base rent. In lieu of cash payments by the Club to the City, beginning on the effective date of this Lease and Services Agreement, on July 13, 2013, the Club shall provide the following services and due each year on beginning date each rental period as described in Paragraph 5 below for the four years ending on July 13, 2017, without notice or demand and without deduction or offset for any cause whatsoever.

5. SERVICES TO BE PROVIDED BY CLUB TO CITY IN LIEU OF RENTAL PAYMENTS

The Club shall provide the following services for the City, which are in addition to services currently being provided by a professional services agreement, attached hereto as Exhibit C, in lieu of yearly rent payment which services are equal to or greater in value to the fair market rental value set forth in Paragraph 4 A. herein:

- A. Afterschool and summer programs at the Alto Street site for one hundred and two (102) unduplicated children, ages 6-18, during the school year and in the summer including a computer lab afterschool program. These 101 children are in addition to the number of children currently being paid for already by City via a professional services agreement;

- B. The value of these services is \$32,130 per year calculated using the average New Mexico Children Youth and Families ("CYFD") reimbursement rate of \$315

per child per day which represents the average of \$280 per child per day during the school year and \$350 per child per day during the summer ( $\$315 \times 102 = \$32,130$ ).

B. On January 1<sup>st</sup> of each calendar year, the Club shall provide a detailed accounting of all services provided, the value of each service, and the total value of all services provided for the previous calendar year. If the fair market value of the services does not equal or exceed \$32,000 per year, the Club agrees to make up the shortfall in a cash payment to the City. However, if the fair market value of the services exceeds \$32,000, the Club agrees there shall be no carry forward of that value towards any future year's rental obligations.

#### 6. CANCELLATION BY CLUB OR CITY

Upon failure of either party to comply with a provision of this Lease Agreement, Club or City may cancel this Lease and Services Agreement. Prior to cancellation, Club or City shall hand deliver or mail notice to other party via certified or registered mail specifying (1) the breach; (2) the action required to cure the breach; (3) a date, not less than fifteen (15) days from the date the notice is delivered to other party, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease and Services Agreement. By such termination, the Club may not terminate any obligation incurred prior to such date of termination.

#### 7. ASSIGNMENT OR SUBLEASE

Neither party shall transfer or assign in whole or in part, its rights and obligations under this Lease and Services Agreement. Any such actions taken by either party shall be cause for immediate termination of this Lease and Services Agreement.

#### 8. INSURANCE

A. The Club at its own cost and expense, shall carry and maintain in full force and effect during the term of this Lease and Services 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 City will be notified within 10 days of cancellation for any reason. The Club shall furnish the City with a copy of a "Certificate of Insurance" as a condition of the Lease.

B. The Club shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Club's employees throughout the term of this Lease and Services Agreement. Club shall provide the City with evidence of its compliance with such requirement prior to performing services under this Lease and Services Agreement.

#### 9. THIRD PARTY BENEFICIARIES

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

10. REPAIR AND MAINTENANCE

Club or City shall not cause or permit any waste, damage or injury to the Building and improvements and the Real Property. Club shall, at its sole expense, keep and maintain the Building and improvements in good condition, reasonable wear and tear excepted, and shall be responsible for payment of all necessary expenses of repairs and replacements that arise during Club's use of the Building and improvements. Maintenance and repair of the Building and improvements shall be the sole and exclusive expense of the Club and includes purchasing, maintaining and owning removable equipment such as stoves, ovens, refrigerators, etc., maintaining and repairing the parking lot as well as cleaning and painting the Building and Improvements and keeping the and other similar activities. With respect to heating, cooling, security, plumbing and electrical systems, and the roof, the City and the Club agree to equally, 50/50, share the cost of maintenance and/or replacement of these systems and the roof, provided however, that the Club may request, if it does not have sufficient cash to fund its 50% share, that the City accept its 50% in the form of further, additional in-kind services.

11. ALTERATIONS AND IMPROVEMENTS

Club or City shall make no alteration, addition or improvements to the Building and the improvements for the uses described in Article 2 herein without the prior written consent of the other party. A City or State appropriation and an executed Grant Agreement between the State and the City made for further future improvements to the Building and Improvements shall be deemed to be consent to make such further, future improvement.

12. EASEMENTS

Club reserves the exclusive right to grant access, utility or other easements on or through the Real Property.

13. NOTICE

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

Real Property Owner:  
Santa Fe Boys and Girls Club  
Manager  
730 Alto Street  
Santa Fe, NM 87501

Building and Improvements Owner:  
City of Santa Fe c/o  
City Manager  
P.O. Box 909  
Santa Fe, NM 87504-0909

14. NO WAIVER

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

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any



respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

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

17. BINDING EFFECT

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

18. LIABILITY

The Club shall defend, indemnify, and hold harmless the City against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Club.

19. RECORDING

This Lease Agreement shall be recorded in its entirety. Club shall bear all costs for recording of the Lease Agreement and any other associated costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 13<sup>th</sup> day of July, 2013.

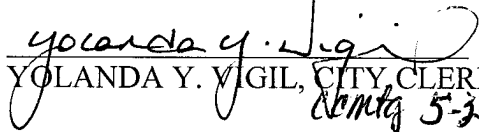
SANTA FE BOYS AND GIRLS CLUB INC.

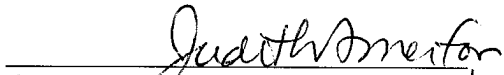
CITY OF SANTA FE

  
ROMAN ABEYTA, MANAGER

  
DAVID COSS, MAYOR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
*Comtg 5-24-13*  
APPROVED AS TO FORM:

  
GENO ZAMORA,  
CITY ATTORNEY *4/08/13*

APPROVED:

*[Handwritten Signature]*  
FINANCE DEPARTMENT  
5/3/13

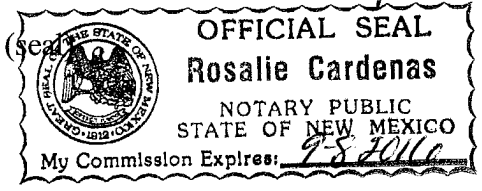
ACKNOWLEDGEMENT

STATE OF NEW MEXICO }  
  }  
COUNTY OF SANTA FE }

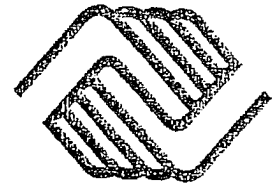
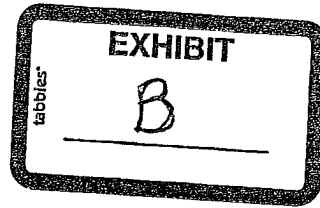
The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of June 2013 by Roman Abeyta, Manager of the Santa Fe Boys and Girls Club Inc.

*[Handwritten Signature]*  
NOTARY PUBLIC

My Commission Expires: September 8, 2016







**BOYS & GIRLS CLUBS  
OF  
SANTA FE**

October 1, 2012

A. Terrie Rodriguez, Director  
Youth and Family Services Division  
City of Santa Fe, P.O. Box 909  
Santa Fe, NM 87504-0909

ALTO ST. FACILITY  
730 ALTO ST.  
P.O. Box 2403 - 87504  
SANTA FE, NM 87501  
(505) 983-6632  
(505) 988-5098-fax  
WWW.SANTAFEBGC.ORG

CAMINO DE JACOBO  
52 CAMINO DE JACOBO  
SANTA FE, NM 87505  
(505)471-6341

VALLE VISTA  
08 LOS LOMAS  
SANTA FE, NM 87505  
(505) 473-9623

SANTA CRUZ  
145 QUINTANA  
SANTA CRUZ, NM 87532  
(505) 753-2922

HOPEWELL MANN  
(505) 954-1238

SANGRE DE CRISTO  
(505)954-1238

RE: Boys and Girls Clubs of Santa Fe Capital Outlay

Dear Terrie:

Thank you for your assistance in the above referenced matter. As per our discussions, enclosed is a summary of total revenue to apply towards the Capital Outlay proceeds we have received as an organization since 1996. The purpose of the summary is to demonstrate that the Boys and Girls Clubs of Santa Fe has paid back the City of Santa Fe for these proceeds in services we provide to our community's children. According to our records, since 1996, the Boys and Girls Clubs of Santa Fe has received \$1,312,534.00 in Capital Outlay. From 2008 to 2011, we have provided \$1,626,869.00 in services. In addition to the summary, I have enclosed copies of annual audits which provide justification of the figures used in the summary.

I would like for the City to provide me with a Memorandum of Understanding or some other form of written documentation so that our records at the Boys and Girls Clubs can be updated to reflect that we do not have any outstanding obligations to the City of Santa Fe.

If you need additional information, please do not hesitate to contact me. I can be reached at (505) 983-6632.

Sincerely,

Roman Abeyta,  
Chief Professional Officer

BOARD OF DIRECTORS

PRESIDENT:  
PAUL GONZALES  
VICE PRESIDENT  
PHIL WARFIELD  
TREASURER:  
ANDREW LEYBA  
SECRETARY:  
ANNETTE ALIRE

ORLANDO WATSON  
KATHY HART  
MARK MARTINEZ  
JOE DURR  
FRANK GALLEGOS

CHIEF  
PROFESSIONAL OFFICER  
ROMAN ABEYTA

CAPITAL OUTLAY (Nov. 1996 to June 2012)	\$1,312,534.00		
TOTAL REVENUE TO APPLY TOWARDS RE- PAYMENT	\$1,626,869.00		
SUMMARY			
YEAR- 2011	TOTAL REVENUE:	GOVERNMENT GRANTS	
	\$1,192,063.00		
		Federal/State/Local:	\$981,665.00
		Fundraising/Special Events:	\$6,250.00
TOTAL REVENUE TO AP- PLY TOWARDS RE- PAYMENT	\$204,148.00		
YEAR- 2010	TOTAL REVENUE:	GOVERNMENT GRANTS	
	\$1,610,767.00		
		Federal:	\$406,389.00
		State and Local:	\$737,872.00
		Fundraising/Special Events:	\$62,624.00
TOTAL REVENUE TO AP- PLY TOWARDS RE- PAYMENT	\$403,882.00		
YEAR- 2009	TOTAL REVENUE:	GOVERNMENT GRANTS	
	\$1,873,401.00		
		Federal:	\$582,732.00
		State and Local:	\$732,525.00
		Fundraising/Special Events:	\$98,161.00
TOTAL REVENUE TO AP- PLY TOWARDS RE- PAYMENT	\$459,983.00		
YEAR- 2008	TOTAL REVENUE:	GOVERNMENT GRANTS	
	\$1,505,759.00		
		Federal:	\$484,392.00
		State and Local:	\$414,717.00
		Fundraising/Special Events:	\$47,794.00
TOTAL REVENUE TO AP- PLY TOWARDS RE- PAYMENT	\$558,856.00		

*THE POSITIVE PLACE FOR KIDS*

2 AP2

Project	Fund	Status	Contract Expires	Grantee	Title	Grant Amount	Expended	Reversion	Grant Balance
95-L-NR-13-G-147	957 C	30-Nov-86	City of Santa Fe	Boys Club Equipment & Improvements	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
95-L-NR-13-G-85	958 C	30-Nov-86	City of Santa Fe	Boys & Girls Clubs	\$200,000.00	\$200,000.00	\$0.00	\$0.00	
00-L-NR-13-G-57	92900 C	1-Oct-01	City of Santa Fe	Operation of Boys and Girls Club	\$50,000.00	\$50,000.00	\$0.00	\$0.00	
98-L-NR-13-G-77	577 C	30-Jun-02	City of Santa Fe	Boys & Girls Club Equipment/Landscaping	\$100,000.00	\$100,000.00	\$0.00	\$0.00	
00-L-NR-13-G-1095	675 C	30-Jun-05	City of Santa Fe	Boys & Girls Club Expansion	\$50,000.00	\$0.00	\$50,000.00	\$0.00	
00-L-NR-13-G-396	559 C	30-Jun-05	City of Santa Fe	Boys & Girls' Club Computer	\$33,000.00	\$32,632.68	\$367.32	\$0.00	
00-L-NR-13-G-667	665 C	30-Jun-05	City of Santa Fe	Boys & Girls' Club Expansion	\$100,000.00	\$95,346.95	\$4,653.05	\$0.00	
04-L-G-1072	97200 C	30-Jun-05	City of Santa Fe	Boys & Girls' Clubs Vehicle	\$40,000.00	\$40,000.00	\$0.00	\$0.00	
04-L-G-2378	97200 C	30-Jun-07	City of Santa Fe	Alto Santa Fe Boys & Girls Club	\$90,000.00	\$90,000.00	\$0.00	\$0.00	
02-L-G-680	61005 C	30-Jun-07	City of Santa Fe	Santa Fe Boys and Girls Club	\$100,000.00	\$100,000.00	\$0.00	\$0.00	
05-L-G-1791	52801 C	30-Jun-08	City of Santa Fe	SANTA FE ALTO ST BOYS' & GIRLS' CLUB FURNISH/EQUIP	\$10,000.00	\$10,000.00	\$0.00	\$0.00	
05-L-G-1858	52801 C	30-Jun-08	City of Santa Fe	SANTA FE BOYS' & GIRLS' CLUB BUS	\$10,000.00	\$10,000.00	\$0.00	\$0.00	
07-L-G-5581	52901 C	30-Jun-09	City of Santa Fe	SANTA FE BOYS' & GIRLS' CLUB VEHICLES	\$35,000.00	\$35,000.00	\$0.00	\$0.00	
07-L-G-5517	52901 C	30-Jun-09	City of Santa Fe	SANTA CRUZ BOYS' & GIRLS' CLUB VEHICLES	\$20,000.00	\$20,000.00	\$0.00	\$0.00	
06-L-G-1849	52901 C	30-Jun-10	City of Santa Fe	SANTA FE ALTO ST BOYS' & GIRLS' CLUB EQUIP	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
05-L-G-1872	52901 C	30-Jun-10	City of Santa Fe	SANTA FE ALTO ST BOYS' & GIRLS' CLUB ROO	\$50,000.00	\$50,000.00	\$0.00	\$0.00	
08-L-G-4481	52900 C	30-Jun-10	City of Santa Fe	SANTA FE BOYS' AND GIRLS' CLUB ROOF	\$20,000.00	\$20,000.00	\$0.00	\$0.00	
07-L-G-3092	52901 C	30-Jun-11	City of Santa Fe	SANTA FE CLUB FOR BOYS & GIRLS BUS PURCHASE	\$70,000.00	\$70,000.00	\$0.00	\$0.00	
07-L-G-3519	52901 C	30-Jun-11	City of Santa Fe	SANTA FE BOYS' & GIRLS' CLUB ALTO ST UPGRADES	\$48,800.00	\$48,800.00	\$0.00	\$0.00	
07-L-G-5530	52901 C	30-Jun-11	City of Santa Fe	SANTA FE BOYS' & GIRLS' CLUB ALTO ST UPGRADES	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
07-L-G-5530	52901 C	30-Jun-11	City of Santa Fe	SANTA FE BOYS' & GIRLS' CLUB ROOF-ALTO ST	\$75,000.00	\$75,000.00	\$0.00	\$0.00	
08-L-G-4482	52900 C	30-Jun-11	City of Santa Fe	SANTA FE BOYS' AND GIRLS' CLUB CONSTRUCT	\$4,000.00	\$4,000.00	\$0.00	\$0.00	
08-L-G-4483	52900 C	30-Jun-11	City of Santa Fe	SANTA FE CLUB FOR BOYS & GIRLS IMPROVE	\$30,000.00	\$30,000.00	\$0.00	\$0.00	
08-L-G-4484	52900 C	30-Jun-12	City of Santa Fe	SANTA FE CLUB FOR BOYS & GIRLS INFO TECH	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
08-L-G-4485	52900 C	30-Jun-12	City of Santa Fe	SANTA FE CLUB FOR BOYS & GIRLS PARKING LOT	\$24,183.70	\$24,183.70	\$0.00	\$0.00	
12-L-G-1460	89200 G	30-Jun-14	City of Santa Fe	SANTA FE CLUB FOR BOYS AND GIRLS HVAC	\$10,000.00	\$10,000.00	\$0.00	\$0.00	
12-L-G-1477	89200 G	30-Jun-16	City of Santa Fe	SANTA FE BOYS' & GIRLS CLUB SECURITY ALARMA SYSTEM	\$4,500.00	\$4,500.00	\$0.00	\$0.00	
12-L-G-1478	89200 G	30-Jun-16	City of Santa Fe	SANTA FE BOYS' & GIRLS CLUB FIRE ALARMA SYSTEM	\$7,000.00	\$7,000.00	\$0.00	\$0.00	
12-L-G-1479	89200 G	30-Jun-16	City of Santa Fe	SANTA FE BOYS' & GIRLS CLUB PARKING LOT	\$5,500.00	\$5,500.00	\$0.00	\$0.00	
					\$27,754.00	\$27,754.00	\$0.00	\$0.00	
					\$1,312,534.00				

ALTO STREET

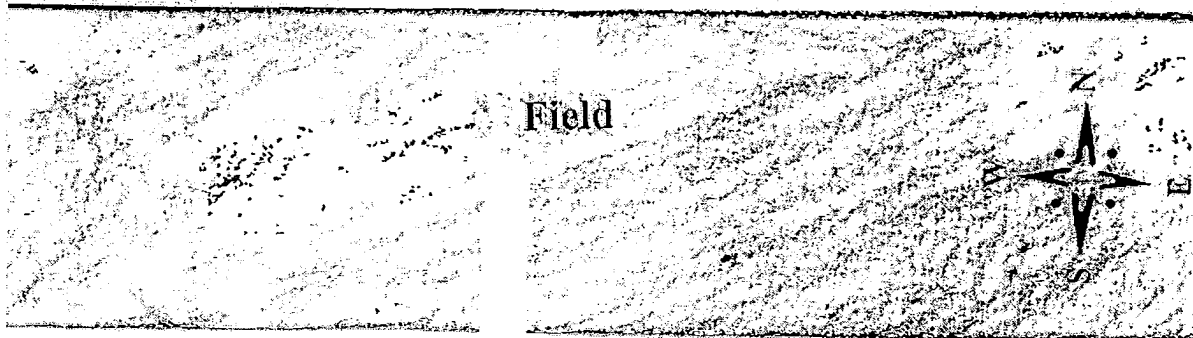
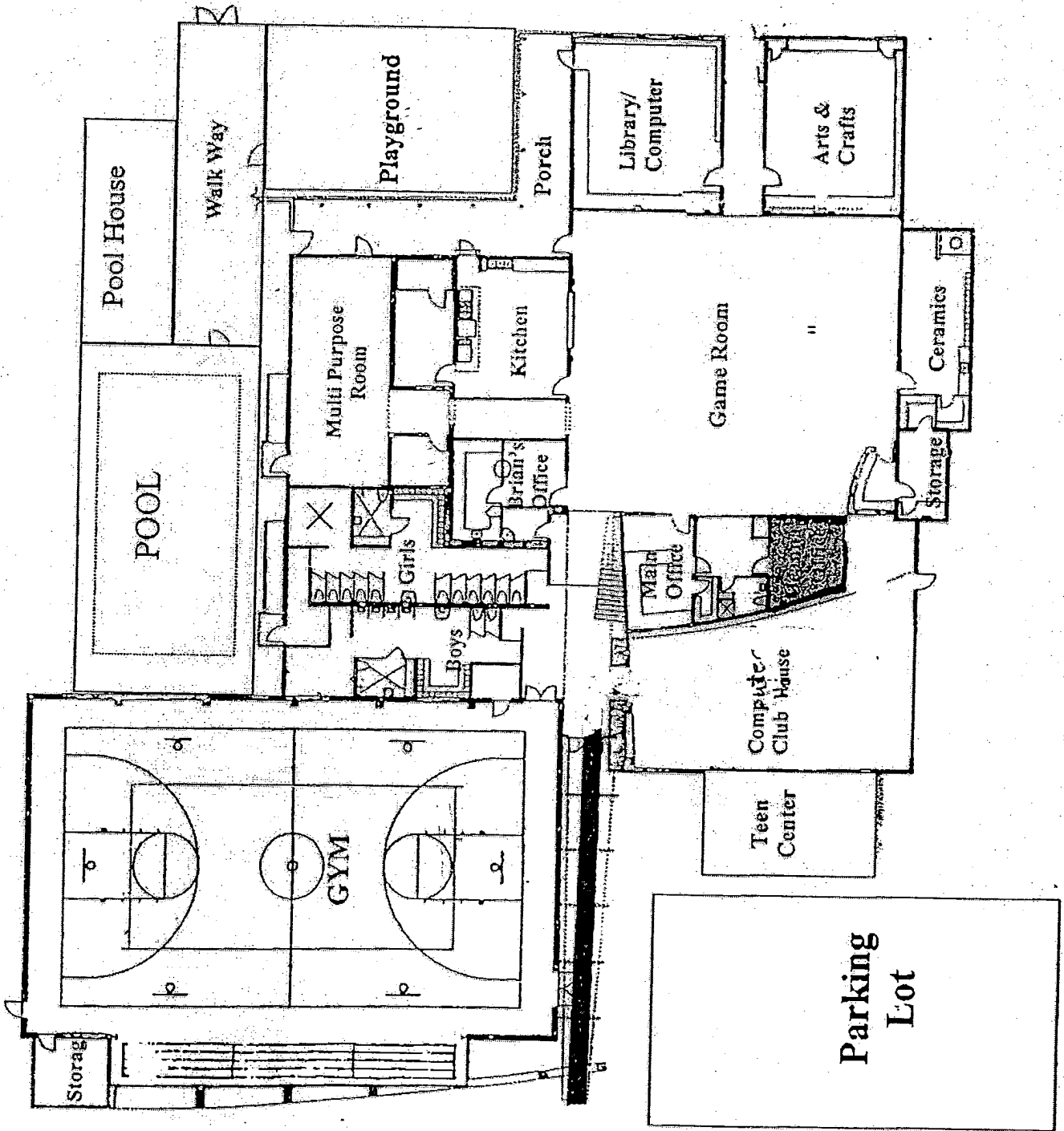


Exhibit C