City of Santa Fe

AGENDA

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE AUGUST 24, 2020 AT 5:00 PM ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES FROM AUGUST 10, 2020 PUBLIC WORKS & UTILITIES COMMITTEE MEETING**
    a. August 10, 2020 Public Works & Utilities Committee Meeting Minutes

6. **PUBLIC COMMENT (Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233)**

7. **PRESENTATION/INFORMATIONAL ITEMS**

   a. Presentation on Effluent Reuse System Improvements and Diversification. (John Delmar, Water Division Engineer, jpdelmar@santafenm.gov, 955-4231)

8. **CONSENT AGENDA**

   a. Request for Approval of Amendment No. 4 to the Alpha Southwest Contract to Provide Refurbishment of Newly Acquired Las Campanas Effluent Pump Station Tank in the Amount of $298,193.00 (John Delmar, Water Division Engineer, jpdelmar@santafenm.gov, 955-4231)

   · Request for Approval of Budget Adjustment Resolution (BAR) from WWMD Cash Balance.

   COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

   b. Request for the Approval to Utilize the Sourcewell Cooperative Agreement with Wex Bank in the Total Amount of $495,000 for the Purchase of Fuel. (Wex Bank); (Deputy Chief Ben Valdez, bpvaldez@santafenm.gov, 955-5040)

   COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

   c. Utility Billing Division Director Accounts Receivable Update (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

   COMMITTEE REVIEW

   None

d. Request for Approval of Change Order No. 2 to the Original Contract No. 19-0714 with TLC Company, Inc. for the Canyon Road Water Treatment Plant Raw Water Supply Pipeline CIP No.3038C to Extend the Contract Term by 96 Calendar Days. (Robert Jorgenson, Water Division Engineer, rnjorgenson@santafenm.gov, 955-4265)

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

e. Consideration of Resolution No. 2020-__: A Resolution Accepting a Municipal Arterial Program ("MAP") Cooperative Grant from the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500383 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Councilors Rivera and Abeyta) (Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

· Request Approval of a Municipal Arterial Program Cooperation Agreement (MUNIS Contract No. 3202084) with the NMDOT in the amount of $216,000.00 for Planning, Design and Construction of CIP 853 C – Agua Fria and South Meadows Road Intersection Improvement Project

· Request for Approval of Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

f. Consideration of Bill No. 2020-__: An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West Between St. Francis Drive and DeVargas Mall. (Councilors Villarreal and Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Public Works and Utilities Committee: 9/7/20
Quality of Life Committee: 9/2/20
Governing Body (Request to Publish): 9/9/20
Governing Body (Public Hearing): 9/30/2020

g. Consideration of Resolution No. 2020-__: A Resolution Adopting the 2022-2026 Infrastructure Capital Improvements Plan (ICIP). (Councilor Rivera) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

h. Consideration of Resolution No. 2020-__: A Resolution Endorsing the North Central Regional Transit District's FY2021 Budget Proposal; Approving the City of Santa Fe's FY2021 Regional Transit Plan; and Directing Staff to Submit the City's Regional Transit Plan for FY2021 to the North Central Regional Transit District Board of Directors for Consideration and Approval. (Councilor Cassutt-Sanchez) (Thomas Martinez, Director of Operations and Maintenance, tamartinez@santafenm.gov, 955-2006)

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/17/2020
Governing Body (Scheduled)	08/26/2020

i. Consideration of Bill No. 2020-__: An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-9 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and Quasi-Public Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Site Restoration"; and Establishing an Effective Date. (Mayor Webber) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

COMMITTEE REVIEW

Planning Commission: 8/20/2020
Public Works and Utilities Committee: 8/24/20
Finance Committee: 8/31/2020
Governing Body (Request to Publish): 9/09/2020
Governing Body (Public Hearing): 9/30/2020

j. Consideration of Bill No. 2020-__: An Ordinance Amending the Table of Permitted Uses in Section 1-6.1(C) SFCC 1987 to Include Commissary Kitchens as a Permitted Use Requiring a Special Use Permit in C-1 Zoning Districts; and Amending Section 14-12.1 to Add the Definition of Commissary Kitchens. (Councilors Lindell and Villarreal) (Eli Isaacson, Land Use Department Director, esisaacson@santafenm.gov, 955-6730)

COMMITTEE REVIEW

Planning Commission: 8/20/2020
Governing Body (Request to Publish): 8/26/2020
Quality of Life Committee: 9/02/2020
Governing Body (Public Hearing): 9/30/2020

k. Request for Approval of Lease Agreement Amendment #1 with the Santa Fe Recovery Center for extended use of the King Hall Dormitory located at Midtown Santa Fe. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

Governing Body (Scheduled) 08/26/2020

l. Request for Approval of Contract Amendment #9 with Allied Universal Security Which will Extend Security Service to Cover the Railyard and Railyard Park. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

Governing Body (Scheduled) 08/26/2020

m. Consideration of Bill No. 2020-20: An Ordinance Relating to Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing Certain City Departments, Organizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, Recreation Division, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health and Safety Department; and Placing the Constituent and Council Relations Department into the City Clerk's Office; Amending 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC that Establishes all City Departments; Reorganizing Existing

Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-9; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and the Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that Are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Jesse Guillen, Legislative Liaison jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512, Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov 955-6534)

COMMITTEE REVIEW
Governing Body (Request to Publish): 07/29/2020
Quality of Life Committee (Scheduled): 08/19/2020
Public Works (Scheduled): 08/24/2020
Governing Body (Public Hearing): 08/26/2020

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Tuesday, September 8, 2020**

13. **ADJOURN**

Public Works and Utilities Committee Meeting
Attended Virtually
Monday, August 10, 2020
5:00 P.M.

1. **Call to Order**

   The meeting of the Public Works and Utilities Committee Meeting was called to order by Councilor Christopher Rivera, Chair at 5:01 p.m. on Monday, August 10, 2020 and was attended virtually.

2. **Roll Call: Action: Quorum**

   Members Present
   Councilor Christopher Rivera, Chair
   Councilor Roman Abeyta
   Councilor JoAnn Vigil Coppler
   Councilor Michael Garcia
   Councilor Signe Lindell

   Others Present
   John Romero, Acting Public Works Department Director
   Shannon Jones, Public Utilities Department Director
   Emily Pisula, Public Works Fiscal Administrator
   Jamie-Rae Diaz, Public Utilities Administrative Manager
   Joe Abeyta, Project Manager Multi Media Department
   Regina Wheeler, Public Works Department Director
   Jamie Cassutt-Sanchez, Councilor District 4
   Renee Villarreal, District 1

3. **Approval of Agenda: Action: Approved**

   MOTION: A motion was made by Councilor JoAnn Vigil Coppler, second by Councilor Signe Lindell to approve the agenda as presented.

   VOTE: The motion passed unanimously by roll call vote as follows:

   Chairman Christopher Rivera – Yes
   Councilor Roman Abeyta – Yes
   Councilor JoAnn Vigil Coppler – Yes
   Councilor Michael Garcia – Yes
   Councilor Signe Lindell – Yes

4. **Approval of Consent Agenda: Action: No Action**

   Chairman Christopher Rivera skipped this section since there were no items on the consent agenda

5. **Approval of Minutes: Action: Approved**

   No changes from the committee or staff

   MOTION: A motion was made by Councilor Signe Lindell, second by Councilor Michael Garcia to approve the consent agenda as amended.

   VOTE: The motion passed unanimously by roll call vote as follows:

   Chairman Christopher Rivera – Yes
   Councilor Roman Abeyta – Yes
   Councilor JoAnn Vigil Coppler – Yes
   Councilor Michael Garcia – Yes
   Councilor Signe Lindell – Yes

6. **Public Comment: Action: Information/Discussion**

   Emily Pisula – None
   Jamie-Rae Diaz – None

7. **Consent Agenda**

   No items on consent.

8. **Presentation: Action: Information/Discussion**

   a. ICIP (Infrastructure Capital Improvement Plan) 2022-2026 Process Kick-Off

John Romero introduced ICIP – Infrastructure Capital Improvement Plan, it is a list of projects that are submitted to DFA and used primarily for applying and securing legislative funds.

John gave a listing of the different capital lists that we use throughout the City #1 CIP – Capital Improvement Projects this is a listing of funded capital projects. John Romero presented the listing of CIP projects to this committee a little while back in conjunction with re-prioritizing projects (ex. hold off on funding of the new Fire Station and moving money from SWAN Park to MRC). #2 PW also maintains another listing – no acronym. This is a running "to do list" project that we have received from Councilors, constituents and other departments, no funding sources. #3 IFCIP – Impact Fee Capital Improvement Plan (Types of Impact Fees: Police, Fire, Parks, Roadways) Fees are used for expansion of the project (ex. Agua Fria/S/ Meadows – using it to expand capacity more cars can go through the intersection.) #4 ICIP – Infrastructure Capital Improvement Plan a title derived from DFA. DFA provides the format in which we need to enter into the DFAs website.

Legislature gives us programmatic funding – not included on this list because it is not capital, this is managed by Community Services. Nonprofits are eligible to apply must be 501c3 and be in good standing –City of Santa Fe will act as a fiscal agent. Private Roads do not qualify because it can go against the public donation clause, but John Romero will seek further clarification on this matter.

Timeframe deadline ICIP to DFA – coming back to 8/24 PWUC with a listing of recommendations to vote on– please come to John with a listing before the meeting on a list of recommendations. There are 2 types of priorities: Citywide and Districtwide – both are combined together in 1 resolution. John Romeo will be working with each councilor individually to come up with a listing of priorities for each of their districts. The Mayor with come up with his listing first for the Citywide priorities – goes through committees and are tweaked by the Councilors. The final listing is then sent to our lobbyist who will advocate for these items during the legislative session.

After we come up with our listing John Romero will reach out to our lobbyist to see what kind of money should we be expecting for this upcoming year – this will help us to know how much to ask for. John suggest that we do not add any new projects and that we ask for more money for already started projects because we have a lot of underfunded projects – this will help to make them whole and will not add projects to the project managers (very under staffed).

Councilor Lindell: presentation that John Romero just made – put it in writing and e-mail it to all of the councilors. Would like to know the sources and limitations of each of the different capital listings. Approved list from last year – is it possible: broken out to district? Additionally what projects were funded last year? This would help us to limit what we have already asked for. John suggests that we can transmit it to a spreadsheet.

Councilor Vigil Coppler: what is the deadline to DFA? Need to have final submittal by 9/18. PWUC 8/24 FC 8/31& GB 9/09 – this will give us a week to take into consideration all of the Councilors comments Have the departments taken a look at this list and has anything changed in their priorities? Funded projects is there enough activity to ask for more money? List was sent to the departments for them to update this will also allow the departments to add new projects. John Romero mentioned that we try to make the citywide priorities as part of the top 5 on the list. For DFA consideration #35 receives that same amount of consideration as #1 on our list. For departments that have projects on this listing John will reach out to them and invite them to the next meeting so they can discuss the details further. Vigil Coppler noticed that Midtown Campus is on here but made her question should some of these projects even be on here? Is it self-defeating? John Romero mentioned that if we want projects removed we can remove them but we should have the staff here to argue their case of the necessity of their project. Suggest that we approach this with philosophy of public safety and welfare of our residents.

Councilor Abeyta: Federal funding in relation to senior centers – none in District 3 but with all of the development in District 3 that down the road there will be a need. What is the process to present the need for a senior center in District 3? John Romero said that we can add it to the ICIP, but he

is unsure the amount of funding that we will receive this year. We will also have to worry about staffing the senior center – how are we going to cover the costs. John Romero also said that we can fund this through the operating budget, 1/2% GRT funding, or new GRT/GO bond if we cannot get legislative funding. He said that we can add it on the list to see if we can get some funding, we know that what we receive will not be enough to complete the senior center but it may be enough to do a study. Who is responsible at the City for taking a looking at the City as a whole for the growth development? How are we going to put these projects together so that Recreation Centers and Senior Centers are the same in Districts 3 & 4 like they are in Districts 1 & 2?

Councilor Villarreal: the kind of projects we should put on the list should focus on health and safety issues. Is the legislatures thinking more on the lines of projects of safety nets? Will they fund projects that we cannot use? Example Southside Teen Center – we cannot use this right away. What makes sense due to our circumstances? More people are using parks or road safety. Out of what we have placed in top 5 last year what was funded? John Romero mentioned to keep in mind that the funding will be available January 2022 so we do not receive the money right away.

Councilor Rivera: Items that are on the list that have legislative moneys that we have on the list that we haven't spent how successful have we been in the past asking for more money on funding that we have not yet spent? John Romero said that we have been fairly successful – we say that we have not received enough funding to complete the project, as long as we show some movement on the funding and that the additional funding will help to make the project whole. Money that we receive in last year we are just getting the funding because it takes a year to receive it – so most of the time we are a year behind anyway. If we show that we can encumber the money and have a plan in place on how we are spending the money. John also said that having a good reputation helps – have we been successful in spending money in the past? Do we typically see water projects on the ICIP listing or does it need to go through the Water Authority? John said that he will find out. Is there an amount cap for each district? John will look into this as well. Ask that Mark Duran make a presentation at our next meeting to answer questions and follow up on questions. Ask that Council Abeyta include this presentation on the next Finance Committee so that all of the Councilors' questions can be asked before the items are voted on. Councilor Abeyta said that he will get with Mary to see how to get this on the agenda.

Councilor Vigil Coppler: What are the terms of Mark Duran's contract and will he even be around for the next session? John will follow up on this request.

John Romero said that if anyone has questions or projects that you would like to be considered on the list or have questions of existing projects to reach out to him.

Councilor Lindell suggested that having the breakout of the ICIP listing as well as the narratives of the different capital projects and conditions of the money by the Friday before the next meeting.

9. Matters from Staff: Action: Information/Discussion

None

10. Matters from the Committee: Action: Information/Discussion

None

11. Matters from the Chair: Action: Information/Discussion

None

12. Next Meeting: Monday, August 24, 2020

13. Adjourn

There being no further business before the Committee the meeting adjourned at 6:09 p.m.

_____
Councilor Christopher Rivera, Chair

Emily Pisula 8/12/2020
_____
Emily Pisula, Fiscal Administrator Public Works

City of Santa Fe, New Mexico

memo

Date: August 13, 2020

To: Public Utilities/Public Works Committee, City Council

Via: Shannon Jones, Public Utilities Director Shannon Jones (Aug 14, 2020 12:21 MDT)

From: John Del Mar, Water Division Engineer John Del Mar (Aug 14, 2020 09:16 MDT)

RE: Presentation on Effluent Reuse System Improvements and Diversification

Summary

The City of Santa Fe's Water and Waste Water Divisions have made several improvements to the infrastructure needed to deliver water to the Municipal Recreation Complex (MRC), Marty Sanchez Golf Course (MSGC), and Swan Park. These City water customers use treated effluent from the Paseo Real Water Reclamation Facility (PRWRF), but are vulnerable when the PRWRF cannot deliver effluent because no reliable back-up water systems existed. The improvements made during the summer of 2020 reduce risk when effluent is not available by allowing alternate water sources to be used. The improvements also add reliability to existing effluent systems and enable effluent deliveries to Las Campanas Golf Club at a rate of $3.03 per thousand gallons. The proposed presentation highlights work performed over the last few months and summarizes work remaining.

Background and Discussion

Effluent from the PRWRF has been the only source of water for the MRC, MSGC, and Swan Park. When the PRWRF goes out of compliance and cannot deliver effluent, these City facilities risk losing valuable turf that represent significant City investments. During the irrigating season of 2020, the PRWRF was out of compliance as follows:

Month (2020)	PRWRF Days "Offline"
April	20
May	12
June	2
July	0

Improvements to water delivery infrastructure made during the summer of 2020 diversify water sources to the "MRC Pipeline" that is currently used to deliver effluent to the MRC, MSGC, and Swan Park. These improvements include:

- Acquisition of the dormant Las Campanas (LC) Pipeline, 2-million-gallon (MG) storage tank, and pump station from LC (not yet fully operational),
- Interconnection between the LC pipeline and MRC pipeline (completed June 2020),
- Interconnection between the LC Pipeline and Las Campanas irrigation ponds (completed by Las Campanas, May 2020),
- Installation of two fire hydrants off of Wildlife Way (completed June 2020),
- Improvements to the LC pipeline, tanks and pumps (work ongoing).

Interconnections made between the LC Pipeline and the MRC Pipeline allow for connection of the MRC pipeline to the 2MG storage tank (upon completion of improvements), flow from the MRC pipeline to LC (for revenue when water is available), and reverse flow from the LC irrigation ponds to the MRC/MSGC ponds. “Reverse flow” from LC to MRC allows for use of untreated LC irrigation water by MRC, MSGC, and Swan Park when effluent is not available. The two fire hydrants allow for potable water to be used when no other water source is available. The Water Division developed procedures and tested flows through the interconnections and hydrants, and these flow alternatives are currently operational with existing infrastructure.

Further work is needed to bring the LC pipeline, pumps, and tank into full operation. Additional work is also needed to finalize procedures and agreements for use of each water source. This includes:

- MRC creating an account with Santa Fe County for potable water purchase. Note that the potable fire hydrant that was added to the system is within the county’s service area and downstream of county infrastructure.
- An agreement between the City and LC on water transfers from LC to MRC/MSGC
- Updating discharge permits as needed
- Completing system improvements including pipeline upgrades, effluent monitoring to verify availability, and City operations.

Most of this remaining work is expected to be completed this fall. Additional upgrades will be evaluated as new operations are implemented.

Utilities Department provided the capital funding for this project in an attempt to further discussion on all turf irrigators becoming paying customer of the utility department and positioning turf irrigators to move from current aged infrastructure onto the a more efficient pumping system if and when the return flow pipeline becomes operational.

MEMO- John Delmar Presentation

Final Audit Report 2020-08-14

Created:	2020-08-14
By:	Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
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"MEMO- John Delmar Presentation" History

Document created by Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
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4

City of Santa Fe, New Mexico

memo

Date: June 9, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director
Mike Dozier, Waste Water Division Director MD

From: John Del Mar, Engineer JDM
William Schneider, Water Resources Coordinator mfor

RE: Amendment #4 to Alpha Southwest contract in the amount of $298,193.00 to Provide Refurbishment of Newly Acquired Las Campanas Effluent Pump Station and Tank; BAR Budget Increase from WWMD cash balance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is working to refurbish the recently acquired "Las Campanas" (LC) effluent reuse system for the City. The work includes refurbishment of a pump station and storage tank located at the Paseo Real Water Reclamation Facility (PRWRF). The Water Division requests approval of Amendment #4 to bid number '19/07/B for the FY 19/20 Emergency Repair for Operations and Maintenance (O&M) contract #19-0752, CIP # 956. Funding is set at a not to exceed compensation of two hundred ninety eight thousand, one hundred and ninety three dollars ($298,193.00) including New Mexico Gross Receipt Tax (NMGRT). Request approval to retroactively extend the term of the contract from June 30, 2020 to June 30, 2021.

BACKGROUND AND SUMMARY

In April, 2020, the City's WD obtained the transfer of ownership of an effluent conveyance system from Las Campanas to the City. The system includes a 2 million gallon (MG) storage tank and pump station located at the PRWRF capable of pumping approximately 1.5 million gallons of effluent per day. The system also includes roughly 7.5 miles of effluent pipeline that runs parallel to the City's Municipal Recreation Complex (MRC) effluent pipeline for about 5 miles to the MRC and Marty Sanchez Golf Course (MSGC). From the MRC and MSGC the pipeline continues to a point of interconnection with the Las Campanas water co-op and golf course water storage ponds. The WD plans to refurbish the LC effluent system and interconnect it with the MRC system to provide significant improvements in the reliability, resiliency, and flexibility of the City's water reuse systems. Benefits will include:ge at the PRWRF. This storage can be maintained and used to deliver water to the

- MRC and MSLSF as well as Swan Park at times when the PRWTF goes out of compliance. The storage will also allow for continued delivery of effluent at times of low flow from the PRWRF.
- Significantly improved pumping capacity and reliability from the PRWRF to MRC, MSLSF, and Swan Park.
- In the event that effluent is not available for prolonged periods, The City Council approved a resolution (on June 10, 2020) to allow use of potable water to maintain the MRC and MSGC. As an additional counter measure, the LC pipeline may be used to deliver untreated Buckman Direct Diversion (BDD) water or additional stored effluent to the MRC, MSLSF, and Swan Park from the Las Campanas storage ponds (reverse flow from LC to the City reuse sites) via pumps belonging to LC.
- The City gains the ability to sell treated effluent to LC.

The City entered into an O&M contract with Alpha on February 27, 2019. This amendment is for a not to exceed cost of $298,193.00 (including NMGRT) that covers the cost for repair or replacement, and installation of essential system components. The system has not been used for approximately 8 years, and some vital components were removed by LC, so this project is intended to evaluate the existing equipment, refurbish equipment that is in suitable condition, and replace equipment as needed. The scope is limited to the equipment located at the PRWRF including:

- Inspection and cleaning of the 2MG storage tank
- Inspect, and repair or replace tank transfer pump and motor
- Inspect, and repair or replace two pipeline pumps and motors
- Install new variable frequency drives to pipeline pump motors (these items were removed by LC)
- Replace system controls and monitoring equipment
- Replace power and control wiring
- Evaluate and repair (as needed) pump station building HVAC and lighting systems
- Evaluate and repair (as needed) system surge control equipment

The budget includes sufficient funds for replacement of equipment that cannot be repaired. The project will be managed by a City engineer working closely with Alpha, and equipment will be retained whenever it is cost effective. The project is expected to be completed in 6 – 9 months.

Staff is requesting approval of a Budget Increase BAR in the amount of $298,193 from the Waste Water Management Division Enterprise fund cash balance to Org/Obj #500.5000367.520150 to fund this Amendment.

Munis # 3200350

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to the O&M contract with Alpha Southwest Inc. for technical services related to the refurbishment of the LC tank and pump station in the amount of $298,193.00 including gross receipts tax.

Staff is requesting approval of a BAR Budget increase from WWMD Cash Balance in the amount of $298,193.

CITY OF SANTA FE
AMENDMENT No. 4 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit “B” attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety eight thousand one hundred ninety three dollars ($298,193), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed nine hundred ten thousand four hundred twenty seven dollars and thirty nine cents ($910,427.39) including New Mexico gross receipts tax.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 through June 30, 2021. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Alpha Southwest Inc.
David M. Yates
David M. Yates (Aug 19, 2020 09:53 MDT)
NAME
Vice President
TITLE
Date: 8/19/2020

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 19, 2020 08:35 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____

MARY MCCOY, FINANCE DIRECTOR

5000375.510320
Business Unit/Line Item

Alpha SW Quote

Bid Item	Updated	Estimate	Justification
Tank Cleaning	$	13,500.00	Inspection and Cleaning
Transfer Pumps - pull and replace	$	20,000.00	City has a replacement pump. Need to pull and overhaul existing immersed pump (to be kept for back-up) and install replacement.
Pipeline Pumps - pull and replace	$	92,154.00	Estimated $30 -$40K (by Carollo) assuming motors in working condition and pumps can be rebuilt, bearings replaced. Full cost carried as contingency.
Hydraulic Calcs / Project Management	$	6,400.00	
Replace VFDs	$	32,926.66	Replacement recommended by Alpha and Carollo over soft starts. Numerous benefits to VFDs even with a single set flow point. VFD for channel pump still on site. Full cost caries as contingency.
PLC Replacement	$	43,575.00	Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios.
Power and Control Wiring	$	32,600.00	Assuming full replacement needed
Inspect lighting panel	$	1,700.00	Looks OK (Carollo) but carried as a contingency
Replace Mags and Level Sensors	$	20,000.00	Scope curtailed based on Carollo review. Replacement of only the discharge mag meter will be required. The suction magmeter is no longer necessary and may remain installed in the exterior vault without modification. Bulk of estimate retained as contingency for possible alternate measurement schemes.
Surge Control System Inspection	$	5,235.00	
HVAC	$	3,800.00	Current system likely acceptable, carried as contingency
Lighting	$	3,100.00	Current system likely acceptable, carried as contingency
Total	**$**	**274,990.66**	
NMGRT	$	23,202.34	
Total	$	298,193.00	

ASW #4

Final Audit Report 2020-08-19

Created:	2020-08-19
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOTrrVnA329ijXDAjI-Wac-6PpSgAa2hH

"ASW #4" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2020-08-19 - 2:31:56 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-08-19 - 2:32:25 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-19 - 2:32:33 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-08-19 - 2:35:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Julie Kenny (jckenny@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-19 - 2:35:16 PM GMT

Adobe Sign

Alpha SW #4 signed

Final Audit Report 2020-08-19

Created:	2020-08-19
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-mV1NwXDbGc7IYkuDH5XyRI3xFAqHHEt

"Alpha SW #4 signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-08-19 - 2:43:43 PM GMT- IP address: 63.232.20.2

Document emailed to David M. Yates (dave@alphasw.com) for signature
2020-08-19 - 2:44:43 PM GMT

Email viewed by David M. Yates (dave@alphasw.com)
2020-08-19 - 2:45:15 PM GMT- IP address: 174.237.2.219

Document e-signed by David M. Yates (dave@alphasw.com)
Signature Date: 2020-08-19 - 3:53:46 PM GMT - Time Source: server- IP address: 174.237.2.219

Signed document emailed to David M. Yates (dave@alphasw.com) and Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-08-19 - 3:53:46 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	4/14/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant	5000367	520150		298,193	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 298,193	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment #4

with the Alpha SW On Call contract,

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(298,193)
TOTAL:	**(298,193)**

Maya Martinez 8/12/2020
Prepared By *{print name}* Date

Michael Dozier (Aug 14, 2020 10:26 MDT)

Division Director Signature *{optional}* Date

Shannon Jones (Aug 14, 2020 12:21 MDT)

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

2020 08 05 Amendment#4 Alpha SW w exhibit

Final Audit Report 2020-08-07

Created:	2020-08-05
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAifCgy3LfJbR_drjZQCwejLdEPr5Vx2EU

"2020 08 05 Amendment#4 Alpha SW w exhibit" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-08-05 - 6:22:06 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-08-05 - 6:28:53 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-05 - 7:10:25 PM GMT- IP address: 75.161.253.38

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-08-07 - 5:42:55 PM GMT - Time Source: server- IP address: 107.77.229.145

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us), mfmartinez@santafenm.gov and Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-07 - 5:42:55 PM GMT

POWERED BY Adobe Sign

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Alpha Southwest, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $189,765.63

Termination Date: June 30, 2019

☑ Approved by Council Date: February 27, 2019

☐ or by City Manager Date:

Contract is for: Emergency Repair

Amendment # 4 to the Original Contract# 19-0115

Increase/(Decrease) Amount $ $298,193.00

Extend Termination Date to: 6/30/21

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase Scope and Comp for Las Campanas Effluent Pump Station and Tank, extend term

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 189,765.63 of original Contract# 19-0115 Termination Date: 6/30/2019
Reason: On Call emergency Repair

Amount $ 189,765.63 amendment # 1 Termination Date: 6/30/2020
Reason: Increase comp and term for new FY

Amount $ 21,687.50 amendment # 2 Termination Date: na
Reason: increase comp to include funding for WWMD as allowed for in the RFB.

Amount $ 211,015.63 amendment # 3 Termination Date: na
Reason: Increase for WWMD and Water for FY 20/21

Amount $ 298,193.00 amendment # 4 Termination Date: 6/30/2021
Reason: Increase Scope and Comp WWMD LC effluent pump and tank and extend term

Total of Original Contract plus all amendments: $ $910,427.39

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/07/B Date: December 17, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 3 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water Operating 5300 **BU/Line Item:** 5000375.510312

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** M

Phone # #

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ _____

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD/Water/SOS/ WWMD Staff Name Jonathan Montoya / John Del Mar

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: 4year contract

John Del Mar
Jonathan Montoya SOS Manager

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: SF COUNTY
NM

Owner:

License Number: 225207

Issued Date: May 01, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ALPHA-7 OP ID: MA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2020

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

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

PRODUCER Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Ray Strom	CONTACT NAME: Ray Strom PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: rstrom@cressinsurance.com
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : National Fire Ins of Hartford 20478 INSURER B : Continental Casualty Company 20443 INSURER C : Liberty Mutual Insurance 23043 INSURER D : Valley Forge Insurance Co 20508 INSURER E : Columbia Casualty 20427 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5093812966	10/01/2019	10/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
E	X Prof E&O			6018485129	06/02/2019	06/02/2020	MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	X ANY AUTO			BAS57514880 - TX	10/01/2019	10/01/2020	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
B	EXCESS LIAB CLAIMS-MADE			5093778091	10/01/2019	10/01/2020	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)			5093848947	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			BMW57358623	10/01/2019	10/01/2020	Lease/Ren	400,000
C	Install Floater*			BMW57358623	10/01/2019	10/01/2020	Limit	500,000

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

CERTIFICATE HOLDER

MISCEL1

Public Utilities Department
City of Santa Fe
Maya Martinez
801 West San Mateo
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bruce Vaster

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ITEM # 19.0115

City of Santa Fe Contract
On Call Emergency Repair Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the

scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Eddy - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT		UNIT PRICE
TS-1	**Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks**				
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$	50.00
TS-2	**Work Site Protection, Cleanup and Disinfection**				
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$	63.50
	300	Work Site Cleanup	HR	$	63.50
TS-3	**Pull and Install Well Pump Equipment**				
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$	7.00
TS-4	**Lower Well Pump**				
	500	Lower Pump Per TS-4	LF	$	15.00
TS-5	**Well Abandonment and Rehabilitation**				
	600	Job-hour rate bid as specified in TS-5	HR	$	210.00
TS-6	**Well Inspection Video Surveys and Logs**				
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$	1,100.00
TS-7	**Repair/Replacement of Well, Booster Station and Reservior Equipment**				
	800	Repair/Replace Modify per TS-7	HR	$	63.50
TS-8	**Fabrication and Machine Shop Work**				
	900	Fabrication and Machine Shop Work per TS - 8	HR	$	63.50
TS-9	**Contractor Owned Equipment**				
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%		100.00%
TS-10	**Inspection of Work**				
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$	63.50
TS-11	**Repair Parts, Materials and Replacement Equipment**				
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%		132.00%
TS-12	**Well Test Pumping**				
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$	125.00
TS-13	**Job Site Security**				
	1400	Complete Security Package	HR	$	20.00
TS-14	**Rental Equipment**				
	1500	Rental Mark-up Over Invoice	%		110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$	250.00
TS-15	**Subcontract Work**				
	1700	Subcontractor Mark-up Over Invoice	%		110.00%
TS-16	**On-Call Labor**				
	1800	Electrician	HR	$	75.00
	1900	Electrical Journeyman	HR	$	75.00
	2000	Field Laborer	HR	$	63.50
	2100	Field Labor Supervisor	HR	$	63.50
	2200	Site Preparation	HR	$	63.50
	2300	Diver(s)	HR	$	150.00
TS-17	**Per Diem**				
	2400	Travel time cost	HR	$	63.50
	2500	Daily Per Diem Cost (no overnight)	Days	$	-
	2600	Daily Per Diem Cost Overnight	Days	$	125.00

Exhibit "A"

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52261
~~52452~~.520150
Business Unit/Line Item

ITEM # 20-0212

CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

Vice President
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents ($612,234.39) including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Alpha Southwest Inc

NAME
Vice President
TITLE

Date: 5 Aug 20 20

CRS # 002328120110926
City of Santa Fe Business Registration # 225207

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 GC
GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361
62452.520150
Business Unit/Line Item

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19. 0115

City of Santa Fe Contract
On Call Emergency Repair Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the

scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Ellis - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. MIGIL, CITY CLERK
CC mtg 4/27/2019

APPROVED AS TO FORM:

4/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT		UNIT PRICE
TS-1	Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks				
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$	50.00
TS-2	Work Site Protection, Cleanup and Disinfection				
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$	63.50
	300	Work Site Cleanup	HR	$	63.50
TS-3	Pull and Install Well Pump Equipment				
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$	7.00
TS-4	Lower Well Pump				
	500	Lower Pump Per TS-4	LF	$	15.00
TS-5	Well Abandonment and Rehabilitation				
	600	Job-hour rate bid as specified in TS-5	HR	$	210.00
TS-6	Well Inspection Video Surveys and Logs				
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$	1,100.00
TS-7	Repair/Replacement of Well, Booster Station and Reservior Equipment				
	800	Repair/Replace Modify per TS-7	HR	$	63.50
TS-8	Fabrication and Machine Shop Work				
	900	Fabrication and Machine Shop Work per TS - 8	HR	$	63.50
TS-9	Contractor Owned Equipment				
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%		100.00%
TS-10	Inspection of Work				
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$	63.50
TS-11	Repair Parts, Materials and Replacement Equipment				
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%		132.00%
TS-12	Well Test Pumping				
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$	125.00
TS-13	Job Site Security				
	1400	Complete Security Package	HR	$	20.00
TS-14	Rental Equipment				
	1500	Rental Mark-up Over Invoice	%		110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$	250.00
TS-15	Subcontract Work				
	1700	Subcontractor Mark-up Over Invoice	%		110.00%
TS-16	On-Call Labor				
	1800	Electrician	HR	$	75.00
	1900	Electrical Journeyman	HR	$	75.00
	2000	Field Laborer	HR	$	63.50
	2100	Field Labor Supervisor	HR	$	63.50
	2200	Site Preparation	HR	$	63.50
	2300	Diver(s)	HR	$	150.00
TS-17	Per Diem				
	2400	Travel time cost	HR	$	63.50
	2500	Daily Per Diem Cost (no overnight)	Days	$	-
	2600	Daily Per Diem Cost Overnight	Days	$	125.00

Exhibit "A"

City of Santa Fe, New Mexico
Memorandum

DATE: August 10, 2020

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (8-10-20)

FROM: Benjamin Valdez, Deputy Chief of Police B Valdez 8/10/20

ITEM AND ISSUE:
Request for approval to utilize Cooperative Agreement #042016-WEX (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the purchase of fuel for the Police Department Fleet. (Benjamin Valdez, bpvaldez@santafenm.gov, 955-5040)

BACKGROUND AND SUMMARY:
The Santa Fe Police Department has participated in the use of fleet fuel cards for four years now. WEX provides the use of fuel cards throughout the State of New Mexico, it allows for our officers to fuel in multiple locations throughout the City of Santa Fe and surrounding cities. WEX provides an additional discounted price per fill up, of about 8% which is the tax charged to fuel.

Each employee with the Police Department who is authorized to use a fleet vehicle is issued a fuel card. Each card is tracked for usage of fuel to ensure compliance with the POA Union Contract and Police Policies.

The requirements under the purchasing manual require that we bring the Cooperative Agreement with WEX forward to Committees and Governing Body for approval as purchases would be over the $60,000 threshold for the year. $495,000 has been budgeted for FY21 in the Gasoline line item listed below.

PROCUREMENT METHOD:
The procurement method is the Cooperative Agreement # 042016-Wex.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202021.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev) /2230310
Munis Object Name/Number: Gasoline/531000

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WEX Bank

Procurement Title: Fuel Purchase with Cooperative Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Police Department Staff Name AnnaMarie Bowen

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☒	☐	Cooperative Agreement **(*Sourcewell, Formerly National Joint Powers Alliance (NJPA) #042016-Wex*)**
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☐	☒	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance **(Request for Waiver of Insurance attached)**
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

AnnaMarie Bowen — Fiscal Administrator — 07/06/20

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Aug 13, 2020 16:11 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202021**

Contractor: **WEX Bank**

Description: **Provides the use of fleet fuel cards for the Santa Fe Police Department.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/20** Term End Date: **06/30/24**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Munis Contract #3200794 (Previous Agreement)

3. Procurement History: **New Contract for 4 years utilizing Sourcewell Price Agreement w/WEX**

Fran Dunaway (Aug 13, 2020 16:11 MDT) 8/13/20

Purchasing Officer Review: Date:

Comment & Exceptions: **Utilizing Sourcewell Price Agreement per COS Ordinance for use of P**

4. Funding Source: **223 Law Enforcement (Special Rev)** Org / Object: **2230310/531000**

Alexis Lotero (Aug 13, 2020 14:19 MDT) 8/13/20

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **955-5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

REQUEST FOR WAIVER OF INSURANCE

Date: 07/06/20 **Division/department:** Police Department

Project manager: AnnaMarie Bowen **Phone:** 505-955-5122

Requested for (contractor name): WEX Bank

☑ **General liability** ☐ **Auto liability** ☐ **Professional liability**

☐ **Workers compensation (Mandatory unless sole proprietor)** ☐ **Other insurance**

Scope of services: Creditor provides the use of fleet fuel cards for Police Department.

Why the request for waiver: Vendor does not set foot on premises.

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	(1) year	($500,000)
Is our standard contract being used:	☑ Yes	☐ No
Was the contractor asked if they carry insurance:	☑ Yes	☐ No
Is there construction/demolition:	☐ Yes	☑ No
Is there potential for bodily injury or property damage:	☐ Yes	☑ No
Are crowds or children likely to be involved:	☐ Yes	☑ No
Will the contractor be working on site in the City:	☐ Yes	☑ No
Is the contractor a professional (licensed, certified):	☑ Yes	☐ No
Will the City rely on information to make future decisions:	☐ Yes	☑ No
Could poor, non-performance or the product cause loss:	☐ Yes	☑ No
Office of Risk Management recommendation:	☐ **Yes**	☐ **No**

Melanie Lovato

☑ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

Jarel LaPan Hill, City Manager **Date**

DocuSign Envelope ID: 375B16CE-E1A3-41F5-9227-A45E5132CA0F

Letter of Agreement
To Extend the Contract

Between

WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20, 2021. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

By: DocuSigned by: Jeremy Schwartz C0FD2A139D08469... , Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

Date 6/10/2019 | 5:07 PM CDT

WEX Bank

By: _____, Its: President/CEO

Name printed or typed: Tim Laukka

Date 6/5/19

APPROVED
By Eleanor Duffus at 10:07 am, Jun 05, 2019

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27 20 16

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: WEX Bank

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26/pg 24	Subcontractors	WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for WEX. Depending on the type of work a subcontractor is doing, maintaining the same limits as WEX may not be appropriate.	See Clarification #1
7.1/pg 26	Purchase Orders	WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will be issued between WEX and any applicable NJPA Member.	NJPA Accepts
7.5/pg 27	Performance Bond	Performance Bonds are not typically and customarily required in our industry and as such we will not agree to provide any Performance Bonds.	NJPA Accepts
7.6/pg 28	NJPA Member Sign-up Procedure	WEX can facilitate potential members in establishing their membership with NJPA by directing the potential member to the NJPA website and/or providing NJPA contact information.	NJPA Accepts
7.8/pg 28	Audits	WEX would only allow NJPA to audit member information with proof that each member has granted NJPA permission to view its transaction/invoice data.	NJPA Accepts

Proposer's Signature: _____ **Date:** April 18, 2016

NJPA's clarification on exceptions listed above:

NJPA Clarifications:
1. The subcontractors are subject to the minimum requirements as stated in 6.26. The limits may be changed based on the work if agreed upon between the Member and a specific subcontractor and/or Vendor at the PO level.

LEGAL
Initials
6/9/16
Date

Contract Award
RFP 042016

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES

In compliance with the Request for Proposal (RFP) for FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: WEX Bank Date: April 13, 2016

Company Address: 7090 South Union Park Center, Suite 350

City: Midvale State: UT Zip: 84047

Contact Person: Denise Baumgan Title: Government Account Manager

Authorized Signature: Bernie Kavanagh, Contracting Agent
(Name printed or typed)

APPROVED AS TO FORM

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27 20 16

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

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

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

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

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above

Company Name: WEX Bank

Address: 7090 South Union Park Center, Suite 350

City/State/Zip: Midvale, UT 84047

Telephone Number: 888-842-0075

E-mail Address: Denise Baumgart, Government Account Manager: denise.baumgart@wexinc.com

Authorized Signature:

Authorized Name (printed): Bernie Kavanagh

Title: Contracting Agent

Date: April 13, 2016

Notarized

APPROVED AS TO FORM

Subscribed and sworn to before me this 13th day of April 2016

Notary Public in and for the County of Cumberland State of Maine

My commission expires:

STEPHANIE E. WOOD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 01-01-2021

Signature: Stephanie E. Wood

- Couch-Tard/Circle K (600 sites)
- Petroles Crevier (25 sites)
- XTR Energy/Gulf (153 sites)
- 7-Eleven (197 sites)
- EKO (125 sites)
- Wilsons Fuel (81 sites)
- Western Petroleum (76 sites)
- South West Fuels (60 sites)
- Centex Petroleum (50 sites)
- Hughes Petroleum (25 sites)

WEX has also entered into a definitive agreement to acquire Electronic Funds Source LLC (EFS). EFS provides customized corporate payment solutions for fleet and corporate customers with a focus on the large and mid-sized fleet segments. EFS has established a proprietary network of over 14,000 accepting locations in the U.S. and Canada for the over the road (OTR) fleet industry and services a diverse base of more than 17,000 customers.

Not Scored

1.

Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank	WEX Inc.
7090 South Union Park Center, Ste 350	97 Darling Avenue
Midvale, Utah 84047	South Portland, Maine 04106
(888) 842-0075	(800) 761-7181

WEX's web site is www.wexinc.com.

For the purposes of this RFP, the primary contact via email is current NJPA Government Account Manager Denise Baumgart. Her email address is denise.baumgart@wexinc.com.

Not Scored

2.

Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)

Bernie Kavanagh, Contracting Agent for WEX Bank

E: bernie.kavanagh@wexinc.com

P: 207-523-7377

Not Scored

3.

Who prepared your RFP response: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

4.

Who is your company's primary contact for this proposal: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

Other important contact information: Name, Title, Email, Phone

N/A.

Score 0

3.

Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

N/A for the WEX fleet card program. We do offer leasing and financing options for WEX Telematics solutions.

Not Scored

4.

Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this

information is captured by WEX and provided to NJPA quarterly in summary format.

Not Scored

5.

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Not Applicable

10.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

N/A

Not Scored

11.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

N/A.

Not Scored

12.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

N/A.

Not Scored

What are your proposed exchange and return programs and policies?

N/A.

Describe any service contract options for the items included in your proposal.

N/A.

15.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. **WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).**

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or

credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]

Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

[1]You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.
[2]Actual charges to be applied to your account will be disclosed on your billing statement.

WEX FLEET CLEARVIEW PRICING

WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

1-999 cards: $0.80 per active card per month
1,000 to 9,999 cards: $0.60 per active card per month
10,000+ cards: $0.40 per active card per month

WEX PRIVATE SITE REBILLING

WEX Private Site Rebilling is available for a fee of $0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES

Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached sample agreement.

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
$2,000,000 - $4,999,999	110 basis points (1.10%)
$5,000,000 - $14,999,999	115 basis points (1.15%)

$15,000,000 - $24,999,999	120 basis points (1.20%)
$25,000,000 - $49,999,999	130 basis points (1.30%)
$25,000,000+	135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

(1) Member's Annual Net Spend must exceed **Two Million Dollars ($2,000,000)** in the Contract Year; and,

(2) Member's Average Transaction Size must equal or exceed **One Hundred Twenty Five Dollars ($125)**; and

(3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.

(4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed.

(5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a $10,000 transaction is treated as a $10,000 transaction in determining Annual Net Spend, but is treated as a $6,000 transaction when calculating the rebate.

(6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO.

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	$25.00
Expedited Shipping Fee 2	$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	$35.00 per incident

Fees or Charges for Additional Products or Features is Available Upon Request.

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing and WEX Telematics Master Agreement.

Not Scored

16.

Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typicall offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

Describe any quantity or volume discounts or rebate programs that you offer.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
$0 - $1,499,999	130 basis points (1.30%)
$1,500,000 - $2,999,999	145 basis points (1.45%)
$3,000,000 - $4,499,999	150 basis points (1.50%)
$4,500,000 - $5,999,999	155 basis points (1.55%)

$6,000,000+	160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request

General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]
Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

[1]You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.
[2]Actual charges to be applied to your account will be disclosed on your billing statement.

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.

Not Scored

19.

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

N/A.

Not Scored

20.

Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We have included our fee schedules in response to Question 15.

Not Scored

21.

If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Fleet cards are delivered via standard mail for no charge. The cost for expedited shipping depends on the option selected by the customer and is only charged if the customer does not use its own shipping account number.

Not Scored

22.

Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery .

WEX can ship cards to Alaska, Hawaii, Canada, or any U.S. territories.

Not Scored

23.

Describe any unique distribution and/or delivery methods or options offered in your proposal.

WEX offers standard shipping for new or replacement cards at no cost.

Not Scored

24.

Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc.

SSAE 16

The SSAE SOC 1 scope includes North America fleet payment processing (Millennium and Classic platforms only). Objectives include:

- A review of controls surrounding contract approval

- Customer set-up
- Tax exemption enrollment
- Card production
- Processing transactions
- Customer billing
- Various general computer controls surrounding change management, computer operations and information security

The SSAE SOC 1 audit is performed each year by an independent auditor. The audit period is the 10 months ending October 31.

Not Scored

25.

Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide the NJPA with revenue share in accordance with the below, depending on the monthly spend by NJPA members. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Revenue Share

Subject to the express conditions below, we will issue a monthly revenue share, paid one month in arrears, in the accordance with the below Rebate Table, based on all NJPA members' Monthly Retail Transactions and the tier established in the table below (the "Rebate").

NJPA Revenue Share – State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0 - $1,499,999	5 basis points (0.05%)
$1,500,000 - $2,999,999	5 basis points (0.05%)
$3,000,000 - $4,499,999	5 basis points (0.05%)
$4,500,000 - $5,999,999	5 basis points (0.05%)
$6,000,000+	5 basis points (0.05%)

NJPA Revenue Share – Non-State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0+	35 basis points (0.35%)

Calculation

We shall commence calculating the NJPA members' Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The NJPA Revenue Share will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Revenue share shall be paid to you monthly in arrears.

WEX VIRTUAL REVENUE SHARE

Subject to the express conditions below, NJPA may be entitled to Revenue Share (the "Revenue Share") based on total Annual Net Spend of NJPA members in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment.

Revenue Share Table

Annual Net Spend	Basis Points (Revenue Share Percentage) to NJPA
$2,000,000 - $4,999,999	10 basis points (0.10%)
$5,000,000 - $14,999,999	10 basis points (0.10%)
$15,000,000 - $24,999,999	10 basis points (0.10%)
$25,000,000 - $49,999,999	5 basis points (0.05%)
$25,000,000+	5 basis points (0.05%)

Calculation

The Revenue Share is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend of NJPA members is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Revenue Share Percentage is determined by the Revenue Share Table above.

Payment

The Revenue Share will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing.

Not Scored

26.

Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.

Billing cycles can be weekly or monthly, depending on credit approval.The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

Payment Options

Paper Check

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

Online Payment

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

ACH

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

Direct Debit/EFT

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

One-time Authorization for Electronic Payment

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

Payment terms subject to credit approval.

Not Scored

27.

Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.

In addition to the WEX fleet card program described throughout this response, we are offering ClearView data analytics and reporting; Telematics; Virtual Payment; and Private Site Rebilling.

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service

- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)
  - Speed violations
  - Idling
  - Landmark entry/exit
  - Odd-hours usage
  - Diagnostic trouble codes (optional)
  - Odometer-driven maintenance

Reports

- Begin/end of day
- Stop and drive time
- Engine operating performance data and statistics
- Fuel usage, MPG
- Fuel guard
- Safety violations
- Custom reporting options

PRIVATE SITE REPORTING

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.

Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.

WEX VIRTUAL

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls
- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you can save on administrative costs.

Not Scored

Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse.

WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.

Please see the attached Levels of Control document.

RISK MITIGATION

In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of: a fleet management policy; controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions

- Review Transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

Red Flag Activity Indicators

- Date and Time of Purchase
- merchant Location
- Product Purchased
- Driver ID Number used to conduct sale

- Dollar Amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

ACI/ReD PRISM

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEX*Online*®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through WEX*Online*®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports couple well with your card controls to effectively manage your program by identifying potential fraud or abuse.

Driver ID

The WEX card cannot be electronically activated without entering a valid Driver Identification Number (DID), rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

Not Scored

29.

NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.

WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data is included in 99.8%* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable.

Not Scored

30.

To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.

Please see the attached documentation describing WEXOnline and WEX's reporting capabilities.

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

Not Scored

31.

Describe your ability to provide files to interface with our Members' fleet-management systems.

WEX frequently interfaces with fleet management systems such as Assetworks, Faster, and Chevin. Many fleet management programs already have a file interface written specifically for WEX. We also interface with enterprise systems such as SAP. There are many customers currently utilizing the NJPA WEX contract taking advantage of these seamless file interfaces. There is a state on the NJPA WEX card

program that utilizes automatic daily file feeds for their fleet management program. There is another State on the program that utizlizes a custom builling file to interface with their enterprise management system. WEX typically uses the WEXLink file interface program to accomplish these needs.
WEX*Link* is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEX*Link* files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.
Not Scored
32.
NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.
There are customers currently utilizing the NJPA WEX card program taking advantage of the WEX private site solutions described below.

Private Site and Bulk Fuel Solutions

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. You can select one of two options.

Private Site Program

WEX's private site program allows you to use the WEX Fleet Card to activate pumps at your onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on your bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with your retail transactions while excluding onsite fuel transactions from your invoice.

Private Site Rebilling Program

The private site rebilling program combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at your onsite bulk tank.* You will receive a private site report that details all of your transactions -- both non-financial and rebilled. WEX will handle the reconciliation and settlement on your behalf and will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in your bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers who fuel at the site are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into your fleet's reports
- Depending on your set-up, certain fees may apply

The Benefits

- Consolidates tracking of onsite and retail fuel transactions into a comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through your WEX card monitor private site transactions for card abuse and misuse.

Easy Processing

- Driver swipes WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle.
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in your fleet reporting.

Rebilling functionality is only available for certain types of programs. Please contact your WEX Sales Representative for more information.

Not Scored

33.

Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services.

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls

- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power(and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you save on administrative costs.

Not Scored

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 10, 2020 10:50 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2230310/531000
Org. Name/Org#

City of Santa Fe, New Mexico

memo

Date: August 17, 2020

To: Public Utilities/Public Works Committee

Via: Shannon Jones, Public Utilities Department Director Shannon Jones (Aug 17, 2020 12:12 MDT)

From: Nancy L. Jimenez, Utility Billing Division Director NLJ

Re: Utility Billing Division A/R Update

Overview of total Utilities billed for past 3 years through current:
2020 $38,954,301.81 total billed through July, $5,564,900.26 per month
2019 $63,478,998.87 total billed calendar year, $5,289,916.57 per month
2018 $64,042,120.40 total billed calendar year, $5,336,843.37 per month
2017 $60,816,831.94 total billed calendar year, $5,068,069.33 per month
We bill 4 Thursdays per month

A/R balance update:
While our A/R was at $2,639,178.60 in January 2020, and it was at its lowest in March 2020 of $1,912,797.80, it is now at $2,570,429.70 as of August 2020. An increase in our 91-120 day category of $657,631 in 5-short months. (see attached spreadsheet)

2020 as you are all aware it has been particularly hard on the Utility Billing Division's A/R with COVID-19, the unemployment rate, the shutdown of our State, and many businesses, we have been on an up and down roller coaster as everyone has. The Emergency Proclamation by the Mayor for a moratorium to not turn-off water due to lack of payment has increased our A/R balances significantly. The moratorium does not forgive the charges of the water, it only stop the Utility Division from turning off the water due to lack of payment.

We continue to review all A/R balances for all accounts past due. We work with Virtuoso our contracted collection agency. We review current liens, we renew liens that are 4 years old, and we place additional liens monthly. We work with account customers that contact us for assistances in clearing up their overdue accounts. We work with title companies that process sales of property, and we review Division policies that could assist in reducing the A/R balances regularly.

As stated above we have multiple policies to assist in the collection of outstanding balances; we have policies that restrict transfers of accounts if an outstanding balance exists. We have a 2-day notice policy; however, during the moratorium we are forgoing the 2-day notice policy for

those accounts that are outstanding. We have policies to assist with Low Income credits, vacancy credits, we have leak adjustment policies, all in the hopes that these policies will assist in reducing the possibility of any outstanding balances in the future, and/or assist in the collection process. All of our policies are being reviewed, revised and updated, many policies are with the City Attorney's office for approval and then to City Manager for final approval.

Write-off procedures:
The Utility Billing Division was directed to wait on our needed write-off for closed accounts owing the City of Santa Fe from 1999 through 2015. The amount was approximately $507,000, an additional year (2016) and an approximant amount of $225,000 will be added to the write-off request once we are approved to move forward with the write-off. I had spoken to two Councilors; the City's previous PIO, provided a draft resolution to the City Attorney's office and was waiting for a memo from the Finance Department to proceed with the write-off. The write-off will be updated and will be brought through the committee process as soon as I have been given authorization. I hope to bring the full packet through the committees by December 2020.

Overall stability of our A/R:
A/R as of 7/31/2020 was $2,570,429.70 or 6.6% of total billed which is much lower than the nation standard of 10-15% for A/R. Projected write-off is $732,000 or 1.1% of total billed through July 2020. If write-off is approved our A/R balance will reduce to $1,838,429.70 or 2.8% of total billed through July 2020.

Thank you for your time, should you have any question please do not hesitate to contact me.

Aging Report

	Open	Current	31-60 days	61-90 days	91-120 + days
aging report as of 03/27/17	10,568,216.93	2,809,737.15	407,310.86	119,161.29	7,232,007.63
aging report as of 05/03/17	8,004,623.78	3,040,805.11	208,744.32	137,940.02	4,617,134.30
aging report as of 06/01/17	8,033,354.93	2,989,104.28	302,910.31	108,465.85	4,632,874.40
aging report as of 07/06/17	7,235,684.71	2,269,694.29	393,565.70	114,282.78	4,458,141.90
aging report as of 08/01/17	9,548,578.15	4,628,674.72	324,641.79	134,336.34	4,460,925.30
aging report as of 09/06/17	7,957,674.83	3,073,631.20	227,008.64	192,279.17	4,464,755.82
aging report as of 10/04/17	8,784,916.05	3,753,787.35	384,384.13	167,822.37	4,478,922.20
aging report as of 10/31/17	8,492,004.98	3,869,335.37	277,100.01	201,238.28	4,144,331.30
aging report as of 12/04/17	7,552,301.01	6,523,679.33	18,656.88	18,438.72	991,526.10
aging report as of 01/03/18	7,365,159.78	2,219,106.32	359,506.25	74,195.20	3,639,984.35
aging report as of 02/14/18	7,522,617.12	2,978,846.48	190,260.17	119,192.48	4,234,317.99
aging report as of 03/08/18	6,940,361.05	2,452,961.60	214,741.25	86,231.58	4,186,426.60
aging report as of 04/07/18	5,901,126,70	1,462,873.75	156,075.44	93,499.17	4,188,678.30
aging report as of 05/08/18	7,472,855.62	3,191,759.28	166,768.95	66,671.34	4,047,656.00
aging report as of 06/01/18					
aging report as of 07/01/18					
aging report as of 08/09/18	8,109,882.81	4,341,460.61	236,322.58	77,154.39	3,454,945.20
aging report as of 09/11/18	6,684,834.73	2,932,622.45	272,059.62	128,607.57	3,351,545.00
aging report as of 10/03/18	7,386,274.95	3,524,182.11	291,050.25	158,062.53	3,412,980.00
aging report as of 11/07/18	6,106,229.62	2,320,631.83	200,857.03	153,874.35	3,430,866.40
aging report as of 12/04/18	6,855,843.34	3,001,850.30	233,319.90	143,822.81	3,476,850.30
aging report as of 01/07/19	6,287,447.20	2,371,904.03	189,719.49	152,731.25	3,573,092.40
aging report as of 02/05/19	6,839,767.53	2,919,687.67	191,460.97	92,276.03	3,636,342.80
aging report as of 03/01/19	7,272,436.72	3,391,931.67	188,787.66	66,109.58	3,625,607.80
aging report as of 04/12/19	7,692,956.77	3,656,851.23	352,983.82	64,389.30	3,618,732.40
aging report as of 05/13/19	6,135,957.96	2,118,770.25	241,773.15	92,744.79	3,682,669.70
aging report as of 06/04/19	7,024,168.98	3,052,064.67	204,408.89	91,152.65	3,676,542.70
aging report as of 07/01/19	7,938,015.48	4,019,891.04	144,393.37	90,628.20	3,683,102.80
aging report as of 08/08/19	5,329,376.53	1,867,222.20	345,126.93	61,015.69	3,056,011.70
aging report as of 09/04/19	7,966,543.38	4,506,553.77	294,926.45	110,603.78	3,054,459.30
aging report as of 10/07/19	8,128,390.46	4,788,276.61	203,981.31	127,957.11	3,008,175.40
aging report as of 10/25/19	7,833,522.96	4,515,906.01	228,885.92	129,153.50	2,959,577.50
aging report as of 11/04/19	5,946,405.42	3,136,822.72	36,554.68	59,950.03	2,713,077.90
aging report as of 12/02/19	6,837,380.30	4,075,712.51	35,433.69	57,873.31	2,668,360.70
aging report as of 01/03/20	5,674,547.19	2,945,801.49	34,653.64	54,913.39	2,639,178.60
aging report as of 02/04/20	5,701,645.78	2,790,128.44	28,990.82	48,256.20	2,834,270.30
aging report as of 03/02/20	5,863,892.44	3,860,173.22	73,753.39	17,167.99	1,912,797.80
aging report as of 04/01/20	5,641,879.29	3,492,312.83	96,110.63	8,430.65	2,045,025.18
aging report as of 05/01/20	6,686,079.33	4,264,849.86	333,816.88	32,656.20	2,054,756.30
aging report as of 6/03/20	6,725,197.44	4,097,253.55	335,531.47	137,035.47	2,155,376.90
aging report as of 07/01/20	6,978,048.49	4,187,183.68	285,246.53	244,254.38	2,261,363.90
aging report as of 08/04/20	8,631,480.15	5,595,842.53	269,245.94	195,961.96	2,570,429.70

SKM_C36820081711300

Final Audit Report 2020-08-17

Created:	2020-08-17
By:	Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcIf3AQe72y_4cBXKcX6jxj4dP0tPxTRB

"SKM_C36820081711300" History

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2020-08-17 - 6:03:55 PM GMT

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2020-08-17 - 6:11:18 PM GMT- IP address: 70.57.240.125

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-08-17 - 6:12:24 PM GMT - Time Source: server- IP address: 70.57.240.125

Signed document emailed to ekpisula@santafenm.gov, nljimenez@santafenm.gov, Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us), and Shannon Jones (swjones@santafenm.gov)
2020-08-17 - 6:12:24 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: August 10, 2020

To: Public Works and Utilities Committee and Finance Committee

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Robert Jorgensen, Engineer (rnjorgensen@santafenm.gov -- 505-955-4265) RJ

Item and Issue
Approval of Change Order No. 2 extending the contract term by 96 calendar days under contract Item #19-0714 with TLC Company, Inc. for the CRWTP Raw Water Supply Pipeline CIP #3038C project is requested. Munis # 3200259; PL # WTR18505ND.

Background and Summary
The TLC construction contract is for the installation of a 24 inch diameter pipeline between Nichols Dam and the Canyon Road Water Treatment Plant (CRWTP). The pipeline is located along the Nichols Dam service road and along upper Canyon Road (also known as Forest Road 386). This pipeline will replace the existing raw water supply pipeline which runs in the Santa Fe River Channel.

The City suspended work on May 27, 2020 after the Forest Service issued Stage 2 fire restrictions. Fire restriction were lifted by the Forest Service on July 29, 2020. TLC was unable to work for a 63 calendar period due to fire restrictions. TLC is scheduled to resume work on August 31, 2020.

Change Order 2
Change Order No. 2 extends the contract term by 96 calendar days.

Recommended Action
Staff requests the following:

- Approval of Change Order No. 2 extending the contract term by 96 calendar days

CHANGE ORDER

FOR

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

#19-0714; #20-0250

To: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, NM 87107

Contract No.: 19-0714
Change Order No.: 02
Date: August 10, 2020

You are hereby directed to make the following changes to this Contract:

Contract Time Extension, Article 5 Term: Increase term from 337 calendar days to 433 calendar days (96 calendar day extension) from Notice to Proceed (completion date of December 7, 2020).

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract. Not valid until approved by City of Santa Fe.

ORIGINAL CONTRACT SUM	$2,935,706.75
NET CHANGE BY PREVIOUS CHANGE ORDERS	$191,268.04
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$3,126,974.79
CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$0.00
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

Eddie C Padilla — 8/12/20
TLC Company, Inc. — Date

CRS #02-0226090-000

Registration # 222153

Mayor / City Manager — Date

Finance Director — Date

Marcos Martinez — Aug 11, 2020
Marcos Martinez (Aug 11, 2020 08:58 MDT)

Senior Assistant City Attorney — Date

Shannon Jones (Aug 12, 2020 11:45 MDT)

Public Utilities Director — Date

Water Division Director — Date

Robert Jorgensen
Robert Jorgensen (Aug 12, 2020 11:25 MDT)

Project Manager — Date

Munis # 3200259

PL # WTR18505ND

2020 08 11 TLC#2 CRWTP RAW

Final Audit Report 2020-08-11

Created:	2020-08-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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"2020 08 11 TLC#2 CRWTP RAW" History

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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and mfmartinez@santafenm.gov
2020-08-11 - 2:58:49 PM GMT

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor TLC Company Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $2,935,706.75

Termination Date: 240 NTP

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Contract is for: RFB 19/18B CRWTP Raw Water Supply Pipeline

Amendment # CO#2 to the Original Contract# 19-0714

Increase/(Decrease) Amount $

Extend Termination Date to: December 7, 2020

☑ Approved by Council or Pending

☐ by City Manager Date:

Amendment is for: Extend Term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 2,935,706.75 of original Contract# pending Termination Date: 240NTP
Reason: RAW Water Pipeline

Amount $ 191,268.04 amendment # CO #1 Termination Date: 9/2/2020
Reason: term

Amount $ 0 amendment # CO #2 Termination Date: 12/7/20
Reason: Extend Term

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $3,126,974.79

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# RFB # 9/18/B Date: June 18, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 4 years
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water **BU/Line Item:** 5050395.572970

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # # _____

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: TLC Company, Inc.

Procurement Title: CRWTP Raw Water Supply Pipeline CIP #3038C

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Public Utilities Staff Name Robert Jorgensen

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Robert Jorgensen Robert Jorgensen (Aug 12, 2020 11:25 MDT) Engineer April 16, 2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: March 10, 2020

Expiration Date: December 31, 2020

CRS Number: 02226090000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Plumbing

Fees Paid: $10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

TLCPLUM-01 CEDISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2020

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

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

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109

CONTACT NAME: Becky Moya
PHONE (A/C, No, Ext): (505) 262-9405 FAX (A/C, No):
E-MAIL ADDRESS: Becky.Moya@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Westfield National Insurance Company	24120
INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLC Company Inc dba TLC Plumbing and Utility
5000 Edith Blvd NE
Albuquerque, NM 87107

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: BI/PD Ded $5,000	X	X	CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2019	12/31/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			CMM 1466277	7/1/2020	7/1/2021	Builders Risk	12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

RE: CRWTP Raw Water Supply Pipeline Construction RFB #19/18/B

CERTIFICATE HOLDER

Public Utilities Department
City of Santa Fe
801 W San Mateo
Santa Fe, NM 87504-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Policy #1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 80 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- *Joint Ventures / Partnership / Limited Liability Company*
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.(2)(a)** is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(5) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions,** the last paragraph of **Item 2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to **Item 2. Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.d.** is replaced with the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization (called "additional Insured") described in paragraphs **a.** through **g.** below whom you are required to add as an additional Insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional Insureds under this endorsement and coverage provided to such additional Insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional Insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional Insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional Insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are Insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an Insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional Insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional Insured.

Any insurance provided to an additional Insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the *"products-completed operations hazard".*

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional Insured as an Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional Insured for injury or damage covered by this endorsement to be excess *and non-contributing with this* insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to **Item 1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an Insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and noncontributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS, item 3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS, item 9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** item **14.** the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

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POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

POLICY NUMBER: CMM 1466277 INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- **A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- **B. Supplementary Payments**
  - Bail Bonds - $2000
  - Loss of Earnings - $500
- **C. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- **D. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- **E. Airbag Coverage - Accidental Discharge**
- **F. Knowledge and Notice of an Accident, Claim or Suit**
- **G. Unintentional Failure To Disclose Hazards**
- **H. Worldwide Coverage**
- **I. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 80
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 04 13

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance, such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments,** subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions,** subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss,** is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory,** subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS,** Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Midwest Employers Casualty Company
A BERKLEY COMPANY

Endorsement

Policy No.: EWC008469

Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

ITEM # 20-0250

CHANGE ORDER #1

FOR

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

#19-0714

To: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, NM 87107

Contract No.: 19-0714
Change Order No.: 01
Date: April 14, 2020

You are hereby directed to make the following changes to this Contract:

1.	Perform the modifications and/or changes of scope as described in the attached Change Order No. 1 Schedule of Items, page 2.	$176,385.51
2.	New Mexico GRT @ 8.4375%	$14,882.53
	TOTAL CHANGE ORDER AMOUNT	$191,268.04

Contract Time Extension, Article 5 Term: Increase term from 240 to 337 calendar days (97 calendar day extension) from Notice to Proceed (completion date of September 2, 2020).

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract. Not valid until approved by City of Santa Fe.

ORIGINAL CONTRACT SUM	$2,935,706.75
NET CHANGE BY PREVIOUS CHANGE ORDERS	$0.00
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$2,935,706.75
CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$191,268.04
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

See Attached
TLC Company, Inc. — Date
CRS #02-0226090-000
Registration # 19-00123458

Alan Webber, Mayor — 6/1/2020 Date

Yolanda Y. Vigil, City Clerk — 6-15-20 Date

Mary McCoy, Finance Director — 5/31/20 Date

Senior Assistant City Attorney — 4/6/20 Date

See Attached
Public Utilities Director — Date

See Attached
Water Division Director — Date

ITEM # 20-0250

CHANGE ORDER #1

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CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$191,268.04
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

Eddie C. Padilla — 6/2/2020
TLC Company, Inc. — Date
CRS #02-0226090-000
Registration # 19-00123458

Alan Webber, Mayor — 6/1/2020 Date

Yolanda Y. Vigil, City Clerk — Date

Mary McCoy, Finance Director — 5/31/20 Date

Senior Assistant City Attorney — 4/16/20 Date

Public Utilities Director — Date

Water Division Director — 6/12/2020 Date

Project Manager	Date

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

TLC COMPANY, INC.

CHANGE ORDER NO. 1

SCHEDULE OF ITEMS

Bid Item	Description	Amount
-	AECOM plans as sealed by John Sikora P.E. shall be incorporated into contract documents.	0.00
12	12" Drain Line: Credit for changing 12" tricentric butterfly valve with a 12" RW gate valve	(7,116.60)
13	Rock Excavation: Increase quantity by 400 cubic yards based on subsurface utility and potholing work performed under Bid Item 3. Bid price of $261.00 per cubic yard unchanged	68,121,00
14	Imported Embedment Material: Increase quantity by 350 cubic yards based on subsurface utility and potholing work performed under Bid Item 3. Bid price of $66.50 per cubic yard unchanged.	23,275.00
23	Utility Relocation: Increase allowance amount based on subsurface utility locates and potholing work performed under Bid Item 3. Utility relocation to be on a time and material basis.	15,000.00
24	Geotechnical Testing: Increase allowance amount to include additional vibration monitors to monitor Audubon structures as negotiated between City, TLC, and Audubon.	20,000.00
25 New Item	6" Drain Line with gate valve, valve box, DIP and fittings, joint restraint, PE encasement, bond and locate wire, marking tape, concrete manhole, complete in place per detail on AECOM Sht. 3-5. Unit price of $16,195.48 per each.	16,195.48
26 New Item	Electric Conduit Bank with (2) 4" and (2) 2" Sch. 40 PVC conduits with pull tape and warning tape. Unit price of $11.69 per LF for quantity of 3500 LF. Conduit for future PNM electric line looping / 3 phase power per City and PNM negotiations. See detail 'Electric Conduit Trench Detail' dated April 2, 2020.	40,910.63
	Construction Cost	176,385.51
	NMGRT @ 8.4375 %	14,882.53
	Total	191,268.04

ITEM # 19-0714

City of Santa Fe Contract
CRWTP Raw Water Supply Pipeline Construction

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **TLC Company, Inc.,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **TLC Company, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall construct approximately 3,200 linear feet of 24 inch raw water supply pipeline between Nichols Dam and the Canyon Road Water Treatment Plant in Santa Fe County, New Mexico. Pipeline construction consists of, but not limited to trench excavation, furnishing and installing 24 inch (nominal inside diameter) pipe with fittings, valves, locate wire, warning tape, fiber optic conduit with pull boxes, backfill with compaction, pressure testing, combination air and vacuum valve stations, and roadway restoration in accordance with plans, specifications, and all other contract documents attached hereto.

B. Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

C. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

D. Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item.

The total compensation under this Agreement shall not exceed two million nine hundred thirty five thousand seven hundred and six dollars and seventy five cents. ($2,935,706.75.) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 240 calendar days from the Notice to Proceed. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours

and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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 Tor 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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the

purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this

Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Construction Contract Performance and Payment Bond.**

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

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

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

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

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Water Division Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo

Santa Fe, NM 87504

To Contractor:
Dale Armstrong, President
TLC Company Inc
5000 Edith Blvd NE
Albuquerque, NM 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Dale Armstrong, President
TLC Company Inc
5000 Edith Blvd NE
Albuquerque, NM 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 9/5/19

CONTRACTOR:
TLC Company Inc

NAME AND TITLE

DATE: 7/25/19
CRS# 02-0226090-000

Registration # 19-00123458

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc Mtg. 8-28-19

APPROVED AS TO FORM:

7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52376.572970
Business Unit Line Item

TLC CO#2 CRWTP RAW packet

Final Audit Report 2020-08-12

Created:	2020-08-12
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0whsS3tOFCa0P3JjAexT12KC9hmb_ZmI

"TLC CO#2 CRWTP RAW packet" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-08-12 - 4:52:52 PM GMT- IP address: 63.232.20.2

Document emailed to Robert Jorgensen (rnjorgensen@santafenm.gov) for signature
2020-08-12 - 4:55:27 PM GMT

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Document e-signed by Robert Jorgensen (rnjorgensen@santafenm.gov)
Signature Date: 2020-08-12 - 5:25:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
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Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
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Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-08-12 - 5:45:09 PM GMT - Time Source: server- IP address: 70.57.240.125

Signed document emailed to Maya Martinez (mfmartinez@ci.santa-fe.nm.us), Robert Jorgensen (rnjorgensen@santafenm.gov), Shannon Jones (swjones@santafenm.gov), Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us), and 1 more
2020-08-12 - 5:45:09 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico

memo

DATE: **July 20, 2020**

TO: **Public Works & Utilities Committee, Finance Committees, & Governing Body**

VIA: John Romero
John Romero, PE, Acting Public Works Department Director

FROM: **Tom Graham, AIA, Project Administrator**

ITEMS AND ISSUES:

ITEM A.) **CONSIDERATION OF RESOLUTION NO. 2020-___, (COUNCILOR RIVERA, COUNCILOR LINDELL AND COUNCILOR VILLARREAL)**

A RESOLUTION ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") IDENTIFIED AS CONTROL NUMBER L500429 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

ITEM B.) **REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202084) WITH THE NMDOT IN THE AMOUNT OF $216,000 FOR PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT**

ITEM C.) **REQUEST FOR APPROVAL OF BAR TO BUDGET NMDOT GRANT FUNDING**

BACKGROUND & SUMMARY:

The City of Santa Fe recently received a Municipal Arterial Program Cooperative Agreement from the New Mexico Department of Transportation (NMDOT) in the amount of $216,000 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road.

Funding from this agreement is made available through the NMDOT's Fiscal Year 2020/2021 Municipal Arterial Program comprised of state Local Government Road

Funds. The attached Funding Cooperative Agreement grants a 75% state share of $162,000 to the city and requires a 25% city match of $54,000. The impact fees that have already been approved and budgeted for the project will be used for the City match requirements.

The project costs and budget are shown in the tables below:

Project Funding Sources		
Source	**Amount**	**Status**
NM State Capital Appropriation 2015	$25,000	Reimbursement received February 2019
NM State Capital Appropriation 2018	$100,000	Reimbursement received June 2019
NM State Capital Appropriation 2019	$125,000	Funding agreement expected Fall 2019
NMDOT Municipal Arterial Program Funding 2019	$440,750	Will be used for construction
NMDOT Municipal Arterial Program Funding 2020	$113,869	Will be used for design or construction
NMDOT Municipal Arterial Program Funding 2021	$162,000	Will be used for design or construction
City of Santa Fe Impact Fees - Evaluation and Design	$200,000	Approved by City Council on August 8, 2018
City of Santa Fe Impact Fees - Construction	$1,633,381 - $2,033,381	Will be requested when project design is at 90%
Total	**$2.8M to $3.2M**	

Project Cost Estimate	
Design	$550,000
Right-of-Way	$100,000
Construction and Construction Management	$2.2M – 2.6M (30% Deliverable)
Total	**$2.85M - $3.25M**

The engineering consultant, Santa Fe Engineering Consultants, provided the 60% deliverable in late June 2020. City staff are in the process of negotiating an amendment to the original PSA to add final design and bidding services. The Agua Fria/South Meadows improvements may be constructed during the summer 2021 or 2022, depending on ROW acquisition and coordination with the Agua Fria Street/Cottonwood Drive Intersection Improvements project.

ITEM A

The proposed resolution authorizes the acceptance of a MAP grant from the NMDOT for the planning, design, and construction of the intersection improvements at Agua Fria Street and South Meadows Road. The attached FIR the 25% City match. We are proposing to utilize Roadway Impact Fees for the match.

ITEM B

The agreement will provide $162,000 of state funding with a 25% city match of $54,000 for a total of $216,000 to be used for the design and construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM C

The proposed MAP grant award will provide $216,000 of funding for the Agua Fria Street and South Meadows Road intersection improvements, consisting of $162,000 of state funding and $54,000 of city match. We are proposing to utilize Roadway Impact Fees for the match.

RECOMMENDED ACTIONS:

Staff recommends the following:

Item A.) Approval of a resolution accepting the MAP Cooperative Grant (CN L500429) with NMDOT.

Item B.) Approval of the Cooperative Project Agreement (CN L500429) with NMDOT.

Item C.) Approval of BAR to budget funding in the amount of $162,000.

Attachments:
Resolution
FIR
Cooperative Project Agreement
Summary of Contracts
BAR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, the New Mexico Department of Transportation ("NMDOT") has sent out a call for applications for Municipal Arterial Program ("MAP") grant funds for FY 2021/2022; and

WHEREAS, an intersection improvement project for Agua Fria Street and South Meadows Road has been identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the Metropolitan Transportation Plan; and

WHEREAS, the City of Santa Fe ("City") has placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan ("CIP") for design and construction in FY 2017/2018 and 2018/2019 and 2019/2020; and

WHEREAS, the intersection improvement project for Agua Fria Street and South Meadows

Road has been placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide priority for Legislative funding for FY 2018/2019; and

WHEREAS, the intersection of Agua Fria Street and South Meadows Road is experiencing delays associated with continued growth due to current development in the area; and

WHEREAS, future development will add to existing delays at the intersection; and

WHEREAS, the City received $25,000.00 in capital outlay funding from the 2015 Legislature for design, right-of-way acquisition, and construction; and

WHEREAS, the City received $100,000.00 in capital outlay funding from the 2018 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the intersection of Agua Fria Street and South Meadows Road; and

WHEREAS, the City received $125,000.00 in capital outlay funding from the 2019 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South Meadows Road; and

WHEREAS, in FY 2019/2020 the City received $440,750.00 through the NMDOT Municipal Arterial Program (MAP) grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00; and

WHEREAS, the City applied and received funds for the Project through the MAP administered by the NMDOT; and

WHEREAS, the MAP cooperative agreement require a 25% local match; and

WHEREAS, in FY 2019/2020 the City received the City received $113,869.00 through the NMDOT MAP grant program requiring a City match of $37,956.00 for a total grant agreement amount of $151,825.00; and

WHEREAS, in FY 2020/2021 the City received $162,000.00 through the NMDOT MAP grant program requiring a City match of $54,000.00 for a total grant agreement amount of $216,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body supports the $216,000.00 Project MAP award through the NMDOT.

AND BE IT FURTHER RESOLVED that the City of Santa Fe accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/South Meadows Intersection MAP Grant Acceptance

Contract No. _____
Vendor No. 0000054360
Control No. L500429

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500429 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Two Hundred Sixteen Thousand Dollars and No Cents **($216,000)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% $162,000

   Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. The Public Entity's required proportional matching Share shall be 25% $54,000
   For purpose stated above

3. Total Project Cost **$216,000**

b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Sixteen Thousand Dollars and No Cents **($216,000)**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

3. The Department Shall:
Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
    1. Utility Certification;
    2. Drainage and storm drain design;
    3. Geotechnical design;
    4. Pavement design;
    5. Traffic design;
    6. Structural design;
    7. Environmental and archeological clearances Certification;
    8. Right-of-way maps and acquisition Certification;
    9. Hazardous substance/waste site(s) contamination investigations;
    10. Railroad Certification; and
    11. Intelligent Transportation System (ITS) Certification.
g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 5. Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.

n. Within thirty (30) days of completion, furnish the Department's District 5. Office **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) days of completion, furnish the Department's District 5. Office the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on June 30, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest:

_____

Yolanda Y. Vigil, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 7, 2020 11:44 MDT)

Senior Assistant City Attorney

Approved for Finances:

_____

Mary T. McCoy, Finance Director

ATTACHMENT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

ATTACHMENT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

Entity or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

ATTACHMENT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500429

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition)] Local Public Agencies, and Attachment B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):

    _____a. 20 year pavement design; or

    _____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):

    a. Lighting;

    b. signalization;

    c. storm sewer and lift station;

    d. landscape;

    e. road exchange; and

    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.

17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500429

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L500429** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT"** 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as_____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	8/10/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	ST183300AT	216,000	
Capital Transfer Out to 330	2320471	760330		54,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3309980	490150	ST183300AT	(162,000)	
Capital Transfer In from 232	3309980	660232		(54,000)	
				$ 54,000	$ -

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

Acceptance of $162,000 of NMDOT MAP funding for Agua Fria/S. Meadows Intersection Project
Matching funding through Arterial Impact Fees

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(54,000)
TOTAL:	**(54,000)**

Emily Pisula 08/10/2020
Prepared By *{print name}* Date

John Romero 08-13-2020
Division Director Signature *{optional}* Date

John Romero 08-13-2020
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Aug 14, 2020 10:55 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

FIR No. 3272

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): South Meadows Intersection MAP Grant Acceptance

Sponsor(s): Councilors Rivera and Abeyta

Revie wing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 7/31/2020 Phone: (505) 955 -6654

Revie wed by City Attorney: _____ Date: Aug 13, 2020

Revie wed by Finance Director: _____ Date: Aug 13, 2020

Summary:
This Resolution is to confirm the City's intent to administer the NMDOT Municipal Arterial Program grant funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
Additional funding sources will have to be used to fully fund the project and there ma y be a delay to designing and constructing the much needed improvements.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The personnel costs will be absorbed by the current staff who will ma nage the project and administer the grant.

Fiscal Implications:
In order to receive the $162,000 additional MAP Funds for this project, we must ma tch 25% or $54,000 which are planned to be using Impact Fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 54,000	$	$		NR	Impact Fees	
Professional Services							
Operating	$	$	$				$
Total:	$ 54,000	$	$				$54,000

* This includes all staff time associated with executing the job functions of the proposed legislatio n.

Expenditure Narrative:

The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Revenue

Revenue Type	FYE 2021	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
MAP Grant	$ 162,000	$	$	NR	330
Total	$ 162,000	$	$		

Revenue Narrative:

The City received $162,000 from the NMDOT MAP Grant program, which requires the $54,000 match noted above.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department Of Transportation Municipal Arterial Program (MAP)

Procurement Title: 2020/2021 MAP Cooperative Project Agreement (CN L500429)

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

Exempt [ ] Request For Proposal (RFP) [ ] Invitation To Bid (ITB) [ ] Contract under 60K [ ] Contract over 60K [ ]

Department Requesting Public Works Staff Name Tom Graham

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
•		Approved Procurement Checklist (by Purchasing)
•		Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
	•	State Price Agreement
	•	RFP
	•	Evaluation Committee Report
	•	ITB
	•	Bib Tab
	•	Quotes (3 valid current quotes)
•		Cooperative Agreement
	•	Sole Source Request and Determination Form
	•	Contractors Exempt Letter
	•	Purchasing Officers approval for exempt procurement
•		BAR
•		FIR
•		Executed Contract, Agreement or Amendment
	•	Current Business Registration and CRS numbers on contract or agreement
•		Summary of Contracts and Agreements form
	•	Certificate of Insurance
•		All documentation presented to Committees
	•	Other:

Tom Graham — Project Administrator - July 27, 2020

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Runaway (Aug 27, 2020 08:04 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202048**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500429)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: _____ Term End Date: **June 30, 2022**

[ ] Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
$216,000.00 MAP Agreement for 2020/2021 terminates on June 30, 2022

3. **Procurement History:** _____

Fran Runaway (Aug 17, 2020 08:04 MDT) Aug 17, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Alexis Lotero (Aug 14, 2020 11:08 MDT) Aug 14, 2020

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

NMDOT Cooperative Agreement (Agua Fria - Southmeadow)(dept signed)

Final Audit Report 2020-08-07

Created:	2020-08-07
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT9aNRqj4jeBsyxv3rHwL5sSkf6RBvpZv

"NMDOT Cooperative Agreement (Agua Fria - Southmeadow)(dept signed)" History

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GB PWD NMDOT - Cooperative Agreement (Agua Fria - South Meadows - current 081320)

Final Audit Report 2020-08-17

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By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
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City of Santa Fe New Mexico
Memorandum

Date: August 6, 2020

To: Governing Body

Via: John Romero, Acting Public Works Department Director

From: Ladd Lucero, Traffic Technician

RE: Truck Ban – Sabino Street

ITEM AND ISSUE:
This Bill would ban heavy trucks (those with gross vehicle weight of five tons or greater) from a two-block portion of Sabino Street.

BACKGROUND AND SUMMARY:
Residents of the neighborhood surrounding Sabino Street have requested that the City ban heavy trucks from using the two-block portion of Sabino Street that runs East/West between St. Francis Drive and DeVargas Mall. The City currently has 55 streets or portions of streets that do not permit heavy truck use.

ACTION REQUESTED:
Approve the Bill as presented.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Renee Villarreal

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 24-2.6 SFCC 1987 TO RESTRICT CERTAIN VEHICLES FROM TRAVELING ON A PORTION OF SABINO STREET RUNNING EAST/WEST BETWEEN ST. FRANCIS DRIVE AND DEVARGAS MALL.

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

Section 1. Section 24-2.6 of SFCC 1987 (being Ord. No. 2006-14, § 26, as amended) is amended to read:

24-2.6 Restricted traffic.

A. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5) tons or more are prohibited from traveling on the following streets except as set forth in paragraphs B. and C. below:

(1) Agua Fria Street, between Siler Road and Guadalupe Street except those vehicles making pickups or deliveries to addresses on adjacent dead end streets;

(2) Alamo Drive;

(3) Apache Street;

underscored material = new [~~bracketed material~~] = delete

(4) Armenta Street;

(5) Arroyo Chamiso, Botulph and beginning at the eastern boundary of Zia Road;

(6) Calle Angelina;

(7) Calle Atajo;

(8) Calle La Resolana;

(9) Calle Sotero;

(10) Camino Carlos Rael between West Alameda Street and the city limits;

(11) Camino Carlos Rey between Cerrillos Road and Zia Road;

(12) Camino Consuelo;

(13) Camino de las Crucitas;

(14) Camino Encantado;

(15) Camino Lejo between Old Pecos Trail and Old Santa Fe Trail;

(16) Canyon Road;

(17) Catron Street;

(18) Circle Drive between Bishops Lodge Road and Camino Encantado;

(19) DeFouri Street;

(20) East De Vargas Street between Paseo de Peralta and Canyon Road;

(21) Escalante Street;

(22) Espinacitas Street between St. Michael's Drive and Jay Street;

(23) Fifth Street between St. Michael's Drive and Cerrillos Road;

(24) Fourth Street between Jay Street and Quapaw Street;

(25) Galisteo Street between Paseo de Peralta and St. Michael's Drive;

(26) Gonzales Road, between East Alameda and Hyde Park Road;

(27) Gonzales Road, north of Hyde Park Road;

(28) Governor Miles - those portions located within the city limits as follows:

(a) From just west of Chamisa Path Road to east of Dancing Ground Street; and

(b) From west of Nizhoni Drive to the terminus of Governor Miles Road located east of Camino Carlos Rey.

(29) Hillside Avenue;

(30) Hopewell Street between Second Street and Sixth Street;

(31) Jaguar Drive between NM 599 (Veterans Memorial Highway and Cerrillos Road);

(32) Jay Street;

(33) Jefferson Street;

(34) La Cieneguita;

(35) Lujan Street;

(36) Maez Road;

(37) Mann Street from Sixth Street to its terminus;

(38) Morelia Street between Cordova Road and Alta Vista Street;

(39) Navajo Street south of Taos Street;

(40) North El Rancho Road between West Alameda Street and Paseo De Vista;

(41) Osage Avenue;

(42) Placita de Oro;

(43) Quapaw Street;

(44) Richards Avenue between James Street and Siringo Road;

(45) Rio Vista Street;

(46) the section of Sabino Street running west to east between St. Francis Drive and DeVargas Mall;

([~~46~~]47) San Mateo Road from St. Francis Drive to Old Pecos Trail;

([~~47~~]48) Solana Drive;

([~~48~~]49) South Meadows to Camino Cesar E. Chavez (formerly Airport Road);

([~~49~~]50) Staab Street;

([~~50~~]51) Third Street between Hopewell Street and Jay Street;

([~~51~~]52) Valley Drive between Bishop's Lodge Road and Vallecita Drive;

([~~52~~]53) Via Antigua;

([~~53~~]54) Vitalia Street;

([~~54~~]55) West Alameda Street west of the landfill road to the city limits except those vehicles making pickups or deliveries to addresses on adjacent dead end streets; and

([~~55~~]56) Zia Road.

B. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5) tons are not prohibited provided the following are met:

(1) The vehicle is making pick-up and deliveries or providing services to addresses on the specific streets or to addresses on adjacent streets served only by that specific street(s); or

(2) The vehicle is traveling to or from such addresses for the purposes of locating permanently or temporarily at such addresses provided they are in compliance with any other applicable city code.

C. Authorized emergency vehicles; any government or utility maintenance, service and transportation vehicles; and school buses, with a gross vehicle weight of five (5) tons or more, are permitted to travel on the streets specified above.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Truck Ban - Sabino Street

FIR No. 3270

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Truck Ban – Sabino Street**

Sponsor(s): Councilors Villarreal and Lindell

Revie wing Department(s): Public Works

Staff Completing FIR: John Romero Date: 7/29/20 Phone: 955-6638

Revie wed by City Attorney: _____ Date: Aug 13, 2020

Revie wed by Finance Director: Mary McCoy Date: Aug 13, 2020

Summary:
The Bill would restrict heavy traffic, vehicles with a gross vehicle weight in excess of five tons, from using the two blocks of Sabino Street that run through a residential neighborhood running west to east between St. Francis Drive and the DeVargas Mall.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
Large vehicles would continue to use this portion of Sabino Street to access delivery destination at DeVargas Mall and the surrounding commercial areas. Residents of the neighborhood feel that the truck traffic is unsafe for the neighborhood and the children that live in the area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The Public Works Department will have to install signs that restrict large vehicle use on Sabino Street.

Fiscal Implications:
There will be a minor cost for the signs and installation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20/21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 100	$	$	N	NR		
Benefits*							
Capital Outlay	$ 100	$	$	N	NR		
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$ 200	$	$				$ 200

* This includes all staff time associated with executing the job functions of the propo sed legislation.

Expenditure Narrative:

Total cost will be $200 to purchase and install the signs.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Truck Ban - Sabino Street

Final Audit Report 2020-08-13

Created:	2020-08-13
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAadD_mT92y5rFzX9h0wjo5oVszfcD_vZf

"Truck Ban - Sabino Street" History

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2020-08-13 - 3:32:17 PM GMT

City of Santa Fe New Mexico
Memorandum

Date: August 13, 2020

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

From: John Romero
John Romero, Acting Public Works Department Director

RE: ICIP 2022-2026

ITEM AND ISSUE:

Resolution to adopt the 2022-2026 Infrastructure Capital Improvement Plan (ICIP) sponsored by Councilor Rivera.

BACKGROUND AND SUMMARY:

The proposed Resolution adopts the 2022-2026 Infrastructure Capital Improvement Plan (ICIP).

ACTION REQUESTED:

Approval of Resolution to adopt the 2022-2026 ICIP.

ATTACHMENTS:

Resolution
FIR
ICIP FY 2022-2026

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

A RESOLUTION

ADOPTING THE 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

WHEREAS, the City of Santa Fe, New Mexico, a New Mexico municipal corporation, recognizes that the financing of public capital projects has become a maj or concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

WHEREAS, adoption of this Resolution is required for the City of Santa Fe to receive capital outlay funding from the State of New Mexico.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO that:

1. The City of Santa Fe hereby adopts the attached 2022-2026 Infrastructure Capital Improvements Plan; and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this __ day of _____, 2020.

_____

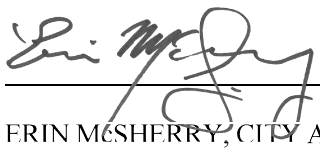
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN MCSHERRY, CITY ATTORNEY

Legislation/2020 /Resolutions/ICIP 2022-2026

FIR No. 3277

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): ICIP 2022-2026

Sponsor(s): Councilor Rivera

Revie wing Department(s): Public Works

Staff Completing FIR: Emily Pisula Date: 8/13/2020 Phone : 955-6979

Revie wed by City Attorney: Date: Aug 13, 2020

Revie wed by Finance Director: Date: Aug 16, 2020

Summary:
The purpose of the Resolution is to adopt the 2022 -2026 Infrastructure Capital Improvement s Plan (ICIP) .

Departments Affected:
The Public Works Department, along with any other City departments that have submitted a request for their capital plan to be included on this ICIP report.

Consequences of Not Enacting Legislat ion:
If this Resolution is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship , or Relationship to Other Legislation :
None identified.

Performance and Administrative Implications :
None identified.

Fiscal Implications:
None

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ICIP 2022-2026

Final Audit Report 2020-08-16

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By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
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Infrastructure Capital Improvement Plan FY 2022-2026

Santa Fe

Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
33826	2022	001	Southside Teen Center / Resource Center	Facilities - Administrative Facilities	2,100,000	4,000,000	0	0	0	0	6,100,000	4,000,000	No
32333	2022	002	Airport Terminal Expansion	Transportation - Airports	11,346,450	10,000,000	0	0	0	0	21,346,450	10,000,000	Yes
36178	2022	003	Santa Fe Median Beautification	Transportation - Medians	0	2,000,000	1,500,000	1,500,000	1,500,000	1,500,000	8,000,000	8,000,000	Yes
37519	2022	004	Citywide Park Renovations & Repairs	Facilities - Other	0	310,000	230,000	230,000	230,000	0	1,000,000	1,000,000	Yes
37521	2022	005	New Fire Station #2	Facilities - Fire Facilities	500,000	2,750,000	5,600,000	0	0	0	8,850,000	8,350,000	No
36137	2022	006	Midtown Infrastructure Developments	Other - Utilities (publicly owned)	700,000	3,580,000	1,000,000	0	0	0	5,280,000	4,580,000	Yes
36161	2022	007	Paseo del Sol Extension	Transportation - Highways/Roads/Bridges	0	7,000,000	0	0	0	0	7,000,000	7,000,000	No
34689	2022	008	Harrison Road Sidewalk & Lighting Improvements	Transportation - Bike/Pedestrian/Equestrian	228,000	172,000	0	0	0	0	400,000	172,000	Yes
37192	2022	009	Pedestrian and Bike Safety on Camino Entrada Dr	Transportation - Bike/Pedestrian/Equestrian	0	150,000	0	0	0	0	150,000	150,000	No
14041	2022	010	Traffic Signing and Pavement Marking Maintenance	Transportation - Highways/Roads/Bridges	0	150,000	0	0	0	0	150,000	150,000	No
13943	2022	011	Traffic Signals Comm. Design & Install	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	Yes
27608	2022	012	Traffic Calming Improvements	Transportation - Highways/Roads/Bridges	0	100,000	0	0	0	0	100,000	100,000	No
32383	2022	013	Acequia Trail Extension	Transportation - Bike/Pedestrian/Equestrian	300,000	200,000	1,000,000	0	0	0	1,500,000	1,200,000	No

Infrastructure Capital Improvement Plan FY 2022-2026

33721	2022	014	Nichols Outlet Rehabilitiation	Water - Water Supply	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
33684	2022	015	Cerrillos - Sandoval Intersection Improvements	Transportation - Highways/Roads/Bridges	0	300,000	1,700,000	0	0	0	2,000,000	2,000,000	Yes
33693	2022	016	Grant-Griffin Intersection Improvements	Transportation - Highways/Roads/Bridges	0	60,000	240,000	0	0	0	300,000	300,000	Yes
36503	2022	017	New City Hall	Facilities - Administrative Facilities	0	4,100,000	35,900,000	0	0	0	40,000,000	40,000,000	Yes
29762	2022	018	Calle Po Ae Pi Extension	Transportation - Highways/Roads/Bridges	0	150,000	850,000	0	0	0	1,000,000	1,000,000	Yes
33680	2022	019	Acequia Trail Connection - Otowi to Maclovia	Transportation - Highways/Roads/Bridges	0	75,000	175,000	0	0	0	250,000	250,000	Yes
33681	2022	020	Acequia Trail - Maclovia to Hermanos Rodriguez	Transportation - Highways/Roads/Bridges	0	250,000	250,000	0	0	0	500,000	500,000	Yes
33692	2022	021	Delgado St - SF River Bridge Replacement	Transportation - Highways/Roads/Bridges	0	200,000	1,300,000	0	0	0	1,500,000	1,500,000	Yes
33695	2022	022	North West Quadrant Trail	Transportation - Highways/Roads/Bridges	0	300,000	0	0	0	0	300,000	300,000	No
34530	2022	023	Trenchless Rehabilitation of Existing Sewer Lines	Water - Wastewater	0	2,000,000	0	2,000,000	0	2,000,000	6,000,000	6,000,000	Yes
34524	2022	024	Main Library Improvements	Facilities - Libraries	0	1,397,000	1,330,000	0	0	0	2,727,000	2,727,000	No
34529	2022	025	Southside Branch Library - Parking Lot	Facilities - Libraries	0	185,000	0	0	0	0	185,000	185,000	No
32399	2022	026	Replacement of Return Activated Sludge Pumps	Water - Wastewater	0	180,000	1,675,000	0	0	0	1,855,000	1,855,000	Yes
34757	2022	027	Agua Fria / South Meadows Improvements	Transportation - Highways/Roads/Bridges	1,004,619	2,307,381	0	0	0	0	3,312,000	2,307,381	Yes
34780	2022	028	Jaguar Dr Extension to Municipal Airport	Transportation - Highways/Roads/Bridges	0	5,000,000	0	0	0	0	5,000,000	5,000,000	No

Infrastructure Capital Improvement Plan FY 2022-2026

34690	2022	029	Sandoval / Montezuma Intersection Improvements	Transportation - Highways/Roads/Bridges	100,000	750,000	0	0	0	0	850,000	750,000	Yes
33698	2022	030	Paseo de Peralta - SF River Bridge Rehab	Transportation - Highways/Roads/Bridges	0	350,000	2,150,000	0	0	0	2,500,000	2,500,000	Yes
36159	2022	031	Fire Station 3,5,6 & 9 Facility Renovations	Facilities - Fire Facilities	25,000	2,700,000	35,000	0	0	0	2,760,000	2,735,000	No
36163	2022	032	Bicycle & Pedestrian Wayfinding System	Transportation - Bike/Pedestrian/Equestrian	0	350,000	0	0	0	0	350,000	350,000	Yes
36164	2022	033	Henry Lynch Reconstruction	Transportation - Highways/Roads/Bridges	0	200,000	2,000,000	0	0	0	2,200,000	2,200,000	Yes
36168	2022	034	Cerro Gordo Reconstruction	Transportation - Highways/Roads/Bridges	0	350,000	2,500,000	0	0	0	2,850,000	2,850,000	Yes
36169	2022	035	ADA Facility Transition Plan Implementation	Facilities - Other	0	250,000	250,000	250,000	250,000	0	1,000,000	1,000,000	Yes
36177	2022	036	Monica Roybal Roof Replacments	Facilities - Administrative Facilities	0	140,000	0	0	0	0	140,000	140,000	No
36176	2022	037	Monica Roybal Basketball Courts Repairs	Facilities - Administrative Facilities	0	60,000	0	0	0	0	60,000	60,000	No
29993	2022	038	West Alameda St. Drainage	Transportation - Highways/Roads/Bridges	0	500,000	3,000,000	0	0	0	3,500,000	3,500,000	Yes
32384	2022	039	Canada Rincon Trail	Transportation - Highways/Roads/Bridges	900,000	100,000	0	0	0	0	1,000,000	100,000	No
36225	2022	040	Santa Fe Railyard Park	Facilities - Other	0	750,000	0	0	0	0	750,000	750,000	No
36139	2022	041	Historic Train Depot Repair	Facilities - Cultural Facilities	57,855	1,600,000	0	0	0	0	1,657,855	1,600,000	Yes
23272	2022	042	Southwest Activity Node Park (SWAN)	Facilities - Other	499,000	3,500,000	0	0	0	0	3,999,000	3,500,000	Yes
32382	2022	043	Drainage & Watershed Maintenance	Water - Storm/Surface Water Control	0	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	7,500,000	Yes
37191	2022	044	Pedestrian and Bike Safety on Pacheco & Siring Rd	Transportation - Bike/Pedestrian/Equestrian	0	30,000	120,000	0	0	0	150,000	150,000	Yes

36136	2022	045	New Main Library	Facilities - Libraries	0	2,000,000	18,000,000	0	0	0	20,000,000	20,000,000	Yes
25230	2022	046	New Fire Training Facility	Facilities - Fire Facilities	0	1,620,000	13,380,000	3,000,000	0	0	18,000,000	18,000,000	No
22928	2022	047	Fire Station 1 Remodel/Expansion	Facilities - Fire Facilities	0	6,700,000	610,000	0	0	0	7,310,000	7,310,000	No
32394	2022	048	PRV System Improvements	Water - Water Supply	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	Yes
37155	2022	049	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	0	100,000	650,000	750,000	0	0	1,500,000	1,500,000	Yes
37157	2022	050	Electrification of City Fleet	Facilities - Administrative Facilities	0	250,000	500,000	250,000	0	0	1,000,000	1,000,000	Yes
36144	2022	051	Soccer Valley Improvements	Facilities - Other	1,250,000	720,000	3,180,000	3,600,000	0	0	8,750,000	7,500,000	Yes
33675	2022	052	Transit Facility Repaving/ADA Upgrades	Transportation - Transit	0	400,000	0	0	0	0	400,000	400,000	Yes
32424	2022	053	Security for Water Source and Storage Sites	Water - Water Supply	0	270,782	270,782	270,782	270,782	270,782	1,353,910	1,353,910	Yes
33678	2022	054	Transit Fixed Route Vehicle Replacement	Equipment - Other	0	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000	5,250,000	5,250,000	Yes
32339	2022	055	Broadband Infrastructure	Other - Other	400,000	200,000	200,000	0	0	0	800,000	400,000	No
34724	2022	056	Public Safety Wireless Network	Other - Other	200,000	150,000	50,000	0	0	0	400,000	200,000	Yes
36156	2022	057	Santa Fe Street Pavement Rehabilitation	Facilities - Administrative Facilities	0	5,000,000	5,000,000	0	0	0	10,000,000	10,000,000	No
36162	2022	058	ADA Benches in Parks & Trails	Equipment - Other	0	50,000	0	0	0	0	50,000	50,000	Yes
36170	2022	059	Municipal Court Improvements	Facilities - Administrative Facilities	0	446,000	158,000	1,035,000	0	0	1,639,000	1,639,000	No
36143	2022	060	Permanent Supportive Housing to End Homelessness	Facilities - Other	0	9,200,000	0	0	0	0	9,200,000	9,200,000	No
37523	2022	061	Pressure Release Valve SCADA Implementation	Water - Other	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	Yes
37524	2022	062	Priority Line Replacements	Water - Other	0	400,000	400,000	400,000	400,000	400,000	2,000,000	2,000,000	No
37525	2022	063	Tierra Contenta Trail Improvements	Facilities - Administrative Facilities	0	400,000	0	0	0	0	400,000	400,000	No

37526	2022	064	Governor Miles Reconstruction	Facilities - Administrative Facilities	0	250,000	1,750,000	0	0	0	2,000,000	2,000,000	Yes
33676	2022	065	Camino Entrada Intersection Improvements	Transportation - Bike/Pedestrian/Equestrian	1,144,585	564,715	0	0	0	0	1,709,300	564,715	Yes
37527	2022	066	Guadalupe St. Reconstruction Project	Transportation - Highways/Roads/Bridges	4,517,720	4,009,038	0	0	0	0	8,526,758	4,009,038	Yes
37528	2022	067	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	2,134,999	1,650,000	0	0	0	0	3,784,999	1,650,000	No
37529	2022	068	Railyard Park Irrigation System Upgrades	Facilities - Administrative Facilities	0	100,000	100,000	0	0	0	200,000	200,000	Yes
36157	2023	001	Santa Fe Pavement Rehabilitation	Transportation - Highways/Roads/Bridges	0	0	0	5,000,000	5,000,000	0	10,000,000	10,000,000	No
36215	2023	002	New Senior Center	Facilities - Administrative Facilities	0	0	5,000,000	0	0	0	5,000,000	5,000,000	No
32418	2023	003	Additional Filters for Tertiary Treatment	Water - Wastewater	0	0	50,000	1,250,000	0	0	1,300,000	1,300,000	Yes
32419	2023	004	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	0	725,000	725,000	Yes
32415	2024	001	Existing Digester Rehabilitation	Water - Wastewater	0	0	0	150,000	1,600,000	0	1,750,000	1,750,000	Yes

Number of projects: 73

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	27,408,228	97,876,920	115,103,784	23,110,782	12,100,782	7,020,782	282,621,248	255,213,040

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 001 **Priority:** High **ID:**33826

Project Title: Southside Teen Center / Resource Center **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Anson Rane **Contact Phone:** 505-955-5935 **Contact E-mail:** aerane@santafenm.gov

Total project cost: 6,100,000 **Proposed project start date:** July 2020

Project Location: 6600 Valentine Way Santa Fe NM 87508 **Latitude:** 35.625816 **Longitude:** -106.054308

Legislative Language: To plan, design, construct, furnish and equip a new Southside Teen Center / Resource Center for the City of Santa Fe, in Santa Fe County.

Scope of Work: To plan, design, build and equip the first phase of a new teen center on the south-side of Santa Fe. The youth population of Santa Fe has grown and there is significant need for programs and support services to ensure that teens are successful in their lives. The center will be designed to provide facilities for critical teen needs and services as identified through a public engagement process. Facilities to include a gymnasium / multi-purpose facility with administration offices, spaces for teen programs, restrooms and lockers. The goal is to complete this project as quickly as possible to fulfill critical need and meet community demand. Located adjacent to the existing Southside Library complex, the facility will constitute the first phase of a long term vision to create a multi-generational community campus on the City owned site. The goal for future phases will be to provide joint-use facilities to the meet the needs of both the Teen Center and other age groups within the Southside community.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
DFA	1,100,000	Yes	1,100,000	0	**03/30/2019**	
LFUNDS	1,000,000	Yes	1,000,000	50,000	**03/30/2019**	
LGRANT	3,910,000	Yes	3,910,000	0	**03/30/2019**	
LGRANT	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,110,000		6,010,000	50,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	No	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	50,000	0	**0**	**0**	**0**	**0**	**50,000**
Design (Engr./Arch.)	No	510,000	0	**0**	**0**	**0**	**0**	**510,000**
Construction	No	1,540,000	4,000,000	**0**	**0**	**0**	**0**	**5,540,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		2,100,000	4,000,000	**0**	**0**	**0**	**0**	**6,100,000**
	Amount Not Yet Funded	4,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					No	
If no, please explain why:	Operating expenses will be included at a later dat					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**300,000**	**300,000**	**400,000**	**400,000**	**0**	**1,400,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	Santa Fe Boys & Girls Club	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. City and County Youth

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Facilities Division will provide project oversight and the city's procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. It is expected that programs at the Teen Center will have a significant impact on both the career prospects of local youth and the success of the local economy as a whole.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This project will benefit all youths in the city of Santa Fe and surrounding area; approximately 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 002 **Priority:** High **ID:**32333

Project Title: Airport Terminal Expansion **Class:** Renovate/Repair **Type/Subtype:** Transportation - Airports

Contact Name: Mark Baca **Contact Phone:** 505-670-3232 **Contact E-mail:** mdbaca@santafenm.gov

Total project cost: 21,346,450 **Proposed project start date:** September 2020

Project Location: 121 Aviation Drive Santa Fe NM 87502 **Latitude:** 35.626522 **Longitude:** -106.075661

Legislative Language: To plan, design and construct an expansion of the Santa Fe Regional Airport terminal building, parking lot and related infrastructure in the City of Santa Fe, Santa Fe County.

Scope of Work: Plan, design and construct a major expansion of the Santa Fe Regional Airport terminal building, parking lot and related infrastructure to support the economy and quality of life in Northern New Mexico. The Santa Fe Regional Airport is experiencing a near doubling of utilization in 2019 over 2018. Commercial service to Phoenix, Dallas and Denver with sixteen (16) arrivals and departures per day are provided and because of excellent performance, the airlines would like to add additional flights and destinations, but the terminal is beyond capacity in the secure area and gates. Many aspects of the airport terminal, parking lot and infrastructure are outdated. This project will expand the capacity of the airport and upgrade supporting infrastructure critical to maintain the utilization and support projected growth. The engineer of record for the airport will perform design and construction oversight of the project and started that work in September 2019. The construction of the project will be bid with a projected start date for construction of fall 2020. The Airport receives an average of $2M/year of funding for airside improvements from FAA, NMDOT and City of Santa Fe.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	846,450	Yes	846,450	846,450	**09/02/2016**	
LGRANT	1,500,000	Yes	1,500,000	225,861	**08/20/2018**	
LGRANT	9,000,000	Yes	9,000,000	1,090,450	**03/30/2019**	
LGRANT	10,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	21,346,450		11,346,450	2,162,761		

Infrastructure Capital Improvement Plan FY2022-2026

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Planning	Yes	56,465	0	**0**	**0**	**0**	**0**	**56,465**
Design (Engr./Arch.)	No	2,381,375	0	**0**	**0**	**0**	**0**	**2,381,375**
Construction	No	8,443,535	10,000,000	**0**	**0**	**0**	**0**	**18,443,536**
Furnishing/Equipment	No	465,075	0	**0**	**0**	**0**	**0**	**465,075**
TOTALS		11,346,450	10,000,000	**0**	**0**	**0**	**0**	**21,346,450**
	Amount Not Yet Funded	10,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	10,000,000	**Yes**	**Yes**	**Yes**	**Yes**	**No**	24
2	0	**No**	**No**	**No**	**No**	**No**	0

3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	10,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Airport operations are fully funded

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3.5**	**3.7**	**3.9**	**0**	**0**	**11.1**
Annual Operating Revenues	**3.5**	**3.7**	**3.9**	**0**	**0**	**11.1**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. To meet current demand and serve the needs of the local community and tourism, the airport, with the support of legislative funding has aggressively worked on incremental projects to expand.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Airport and Facilities Division - project oversight. Shirley Rodriguez, city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Jobs will be created at the airport as well as support businesses and people to visit and relocate to NM

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Yes, additional space needed to safely accommodate passengers according to FAA guidelines and fire code. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) No immediate danger, but facility encroaches on several FAA safety areas and has a negative impact on safe airfield operations.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 003 **Priority:** High **ID:**36178

Project Title: Santa Fe Median Beautification **Class:** Renovate/Repair **Type/Subtype:** Transportation - Medians

Contact Name: Sam Burnett **Contact Phone:** 5059555933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 8,000,000 **Proposed project start date:** March 2021

Project Location: City Wide Locations Santa Fe NM 87505 **Latitude:** 35.68212 **Longitude:** -105.939576

Legislative Language: To provide planning, design and construction services for Median Beautification for the City of Santa Fe, Santa Fe, New Mexico in Santa Fe County

Scope of Work: To plan, design and construct median beatifications and improvements for all major and minor roadways within the City of Santa Fe. This project will be completed in five phases. Phase I will include landscape architecture design services for the entire scope of the project and the first of five consecutive years of construction, which will require 12 months to complete. Phase II will be the second of five consecutive years of construction, which will require 8 months to complete. Phase III will be the third of five consecutive years of construction, which will require 8 months to complete. Phase IV will be the fourth of five consecutive years of construction, which will require 8 months to complete. Phase V will be the fifth of five consecutive years of construction, which will require 8 months to complete. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	500,000	**0**	**0**	**0**	**0**	**500,000**
Construction	No	0	1,500,000	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**	**7,500,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	2,000,000	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**	**8,000,000**
	Amount Not Yet Funded	8,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,000,000	**No**	**Yes**	**Yes**	**No**	**No**	12
2	1,500,000	**No**	**No**	**Yes**	**No**	**No**	8
3	1,500,000	**No**	**No**	**Yes**	**No**	**No**	8
4	1,500,000	**No**	**No**	**Yes**	**No**	**No**	8
5	1,500,000	**No**	**No**	**Yes**	**No**	**No**	8

TOTAL	8,000,000

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	operating expenses will be determined by the COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings This project will include in it?s scope a goal for the reduction of labor and material inputs for median maintenance

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Residents and natural habitat of the City of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator & Shirley Rodriguez, the city's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Improved medians will enhance the economy

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 85,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 004 **Priority:** High **ID:**37519

Project Title: Citywide Park Renovations & Repairs **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other

Contact Name: Michael Rodriguez **Contact Phone:** 5059555932 **Contact E-mail:** mrrodriguez@santafenm.gov

Total project cost: 1,000,000 **Proposed project start date:** July 2021

Project Location: City Wide Locations Santa Fe NM 87504 **Latitude:** 35.68212 **Longitude:** -105.939576

Legislative Language: To design and construct necessary repairs, upgrades to all citywide parks in the City of Santa Fe, Santa Fe NM, in Santa Fe County.

Scope of Work: To design and construct improvements, upgrades, and repairs citywide to city parks within the City of Santa Fe. This project will be completed in four phases. Phase I will include landscape architecture design services for the entire scope of the project and the first of four consecutive years of construction, which will require 12 months to complete. Phase II will be the second of four consecutive years of construction, which will require 8 months to complete. Phase III will be the third of four consecutive years of construction, which will require 8 months to complete. Phase IV will be the fourth of four consecutive years of construction, which will require 8 months to complete. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	1,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	80,000	**0**	**0**	**0**	**0**	**80,000**
Construction	N/A	0	230,000	**230,000**	**230,000**	**230,000**	**0**	**920,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	310,000	**230,000**	**230,000**	**230,000**	**0**	**1,000,000**
	Amount Not Yet Funded	1,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	310,000	**No**	**Yes**	**Yes**	**No**	**No**	12
2	230,000	**No**	**Yes**	**Yes**	**No**	**No**	8
3	230,000	**No**	**Yes**	**Yes**	**No**	**No**	8
4	230,000	**No**	**Yes**	**Yes**	**No**	**No**	8
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	1,000,000

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating expenses will be determined by COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings This project will include a scope for reduction of labor and materials.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Residents and natural habitat within the City of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Public Works Project Administrator and Chief Procurement Officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Improves parks and enhances the economy in the City.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This project will allow approx 85,000 residents to enjoy the renovated parks for future use.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 005 **Priority:** High **ID:**37521

Project Title: New Fire Station #2 **Class:** New **Type/Subtype:** Facilities - Fire Facilities

Contact Name: Anson Rane **Contact Phone:** 5059555935 **Contact E-mail:** aerane@santafenm.gov

Total project cost: 8,850,000 **Proposed project start date:** July 2021

Project Location: 5750 Alameda Frontage Road Santa Fe NM 87507 **Latitude:** 35.656461 **Longitude:** -106.037416

Legislative Language: To plan, design, construct, furnish and equip a new Fire Station #2 for the City of Santa Fe, NM, in Santa Fe County.

Scope of Work: The project scope of work include the comprehensive planning, design and construction of an approximately 14,000 gross interior square foot fire station (with approximately 2,100 square feet of exterior portales) located at 5750 Alameda Frontage Road in Santa Fe, New Mexico (near the intersection of Hwy. 599 & S. Meadows Road) and to include a three bay drive-through apparatus room and auxiliary functions, multi-function tower for training and a public safety radio system, living quarters, bunker and locker rooms, laundries, bathrooms, kitchen, dining room, day room, fitness room, study and exterior portals. The project will include the construction of utilities infrastructure including construction and/or coordination of construction of source extensions to the virgin project site (water, sewer, power, natural gas, telecom), associated site work, irrigation system, landscaping, furnishings and building infrastructure required for ITT and Public Safety Radio and Pager systems.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	500,000	Yes	500,000	535,000	**2017**	**land acquisition**
LFUNDS	8,350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	8,850,000		500,000	535,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	Yes	500,000	0	**0**	**0**	**0**	**0**	**500,000**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	250,000	**0**	**0**	**0**	**0**	**250,000**
Design (Engr./Arch.)	N/A	0	500,000	**0**	**0**	**0**	**0**	**500,000**
Construction	N/A	0	2,000,000	**5,400,000**	**0**	**0**	**0**	**7,400,000**
Furnishing/Equipment	N/A	0	0	**200,000**	**0**	**0**	**0**	**200,000**
TOTALS		500,000	2,750,000	**5,600,000**	**0**	**0**	**0**	**8,850,000**
	Amount Not Yet Funded	8,350,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,010,668	1,010,688	1,010,688	1,010,688	1,010,688	5,053,420
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Provide fire and emergency medical response to the state 3 annexation area

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Procurement Department and Facilities Project Administrator will provide project oversight

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The City of Santa Fe will employ 18 new fire / EMT personnel to staff the facility.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. It will provide Fire / EMT services for approx 30,000 residents in the area of this new fire station

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 006 **Priority:** High **ID:**36137

Project Title: Midtown Infrastructure Developments **Class:** New **Type/Subtype:** Other - Utilities (publicly owned)

Contact Name: Sam Burnett **Contact Phone:** 505-955-5933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 5,280,000 **Proposed project start date:** March 2021

Project Location: 1600 St. Michael's Drive Santa Fe NM 87505 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, design and construct infrastructure improvements to support redevelopment of the Midtown Santa Fe property for the City of Santa Fe, Santa Fe, New Mexico in Santa Fe County.

Scope of Work: Plan, design and construct infrastructure to promote development within the Midtown Santa Fe property in Santa Fe New Mexico. Infrastructure projects may include bicycle trails and lighting, 10G digital fiber optic connection, micro-grid and solar electric generation, primary access roadway and utility easement, stormwater management, utility mains for gas, water and electric, utility separation, building rehabilitation or demolition, and survey and civil engineering design services. A number of additional funding sources are expected to be leveraged in the redevelopment activities, but the municipality can maximize opportunity with matching infrastructure investments. The City is currently funding maintenance of the property in preparation for redevelopment, in which will be secured through a bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	700,000	Yes	700,000	0	**01/2019**	**2018 GRT Bond**
LGRANT	3,000,000	Yes	0	0	**N/A**	**Legislative**
OTHER	1,580,000	Yes	0	0	**N/A**	**Private**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	5,280,000		700,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	528,000	**0**	**0**	**0**	**0**	**528,000**
Construction	No	700,000	3,052,000	**1,000,000**	**0**	**0**	**0**	**4,752,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		700,000	3,580,000	**1,000,000**	**0**	**0**	**0**	**5,280,000**
	Amount Not Yet Funded	4,580,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	528,000	**No**	**Yes**	**No**	**No**	**No**	6
2	2,376,000	**No**	**No**	**Yes**	**No**	**No**	12
3	2,376,000	**No**	**No**	**Yes**	**No**	**No**	12
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	5,280,000

Has your local government/agency budgeted for operating expenses for the project when it is completed? **Yes**

If no, please explain why:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	4,000,000	4,000,000	2,500,000	1,500,000	0	12,000,000
Annual Operating Revenues	1,000,000	1,000,000	2,500,000	3,500,000	0	8,000,000

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Infrastructure improvements will facilitate transfer of property and leasing.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Vision for Midtown is to enhance film industry, housing and higher education for regional benefit.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Project Administrator who is assigned to Midtown and a Steering Committee consisting of Senior Staff overseeing activities to ensure timely and cost effective completion.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Infrastructure will support redevelopment and influx of business, provision of housing and social services.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 85,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) The project would mitigate asbestos and lead present in facilities and improve safety of utilities.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 007 **Priority:** High **ID:**36161

Project Title: Paseo del Sol Extension **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-3368 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 7,000,000 **Proposed project start date:** July 2022

Project Location: Paseo Del Sol Santa Fe NM 87501 **Latitude:** 35.617792 **Longitude:** -106.051064

Legislative Language: To plan, design, right-of-way acquisition and construct roadway extension project of Paseo del Sol within the Tierra Contenta Master Planned development in the city of Santa Fe within Santa Fe County

Scope of Work: To plan, design, right-of-way acquisition and construct roadway extension project on of Paseo del Sol within the Tierra Contenta Master Planned development. The roadway will include 2 travel lanes, bicycle lanes, sidewalks, lighting and landscaping. The proposed development will be managed by the Tierra Contenta Corporation. The City is pursuing a public private partnership in development of this fine infrastructure to stimulate housing and other amenities in this growing part of the City of Santa Fe.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	7,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	7,000,000	**0**	**0**	**0**	**0**	**7,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	7,000,000	**0**	**0**	**0**	**0**	**7,000,000**
	Amount Not Yet Funded	7,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:	operating expenses will be determined by the COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. City of Santa Fe PW Project Administrator and the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The proposed roadway will help start up the next phase of the Tierra Contenta Development

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 008 **Priority:** High **ID:**34689

Project Title: Harrison Road Sidewalk & Lighting Improvements **Class:** New **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 400,000 **Proposed project start date:** July 2022

Project Location: Harrison Road between Cerrillos and Agua Fria Santa Fe NM 87507 **Latitude:** 35.661404 **Longitude:** -105.988494

Legislative Language: To plan, design, right-of-way acquisition, and construct lighting and sidewalk improvements along Harrison Road from Cerrillos Road to Agua Fria Road in the City of Santa Fe, NM, Santa Fe County

Scope of Work: To plan, design, right-of-way acquisition, and construct lighting and sidewalk improvements to improve pedestrian safety along Harrison Road from Cerrillos Road to Agua Fria Road. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	400,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Design (Engr./Arch.)	No	28,000	12,000	**0**	**0**	**0**	**0**	**40,000**
Construction	No	200,000	150,000	**0**	**0**	**0**	**0**	**350,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		228,000	172,000	**0**	**0**	**0**	**0**	**400,000**
	Amount Not Yet Funded	172,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	50,000	**Yes**	**Yes**	**No**	**No**	**Yes**	12
2	350,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	400,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The proposed sidewalk and lighting will accommodate pedestrian traffic originating from a regional community shelter called Interfaith Community Shelter at Pete's Place.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works / Engineering Division, Shirley Rodriguez the city's acting procurement officer will provide project oversight

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. This will benefit people in/around the area as well as the individuals obtaining services

at the homeless shelter. Approximately 5,000 people

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 009 **Priority:** High **ID:**37192

Project Title: Pedestrian and Bike Safety on Camino Entrada Dr **Class:** Renovate/Repair **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 150,000 **Proposed project start date:** July 2022

Project Location: 1600 Saint Michael's Drive Santa Fe NM 87504 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, design right-of-way acquisition, and construct pedestrian and bicycle infrastructure improvements on Camino Entrada and around the new Southside Transit Center for the City of Santa Fe NM, in Santa County.

Scope of Work: To plan, design, right-of-way acquisition, and construct pedestrian and bicycle infrastructure improvements on Camino Entrada and in the area of the new Southside Transit Center that is under construction.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	150,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	150,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	15,000	**0**	**0**	**0**	**0**	**15,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	15,000	**0**	**0**	**0**	**0**	**15,000**
Construction	No	0	120,000	**0**	**0**	**0**	**0**	**120,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	150,000	**0**	**0**	**0**	**0**	**150,000**
	Amount Not Yet Funded	150,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	O/E will be discussed during the City's Budget

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Engineering Division Project Administrator and the City's Procurement Officer will provide oversight

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Yes, pedestrian and bicycle traffic is increasing and the pedestrian and bike facilities are poor creating unsafe conditions for drivers, pedestrian and bicyclists, 8,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 010 **Priority:** High **ID:**14041

Project Title: Traffic Signing and Pavement Marking Maintenance **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 150,000 **Proposed project start date:** July 2022

Project Location: 1142 Siler Road Santa Fe NM 87501 **Latitude:** 35.3940 **Longitude:** -105.5947

Legislative Language: To plan and upgrade aging street signs, pavement marking to current MUTCD standards within the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: Upgrade traffic signs to current MUTCD standards for reflectivity & visibility. Replace worn out pavement markings with retro reflective preformed markings. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	150,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	150,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	150,000	**0**	**0**	**0**	**0**	**150,000**
Furnishing/Equipment	No	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	150,000	**0**	**0**	**0**	**0**	**150,000**
	Amount Not Yet Funded	150,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**2,000**	**3,000**	**10,000**	**100,000**	**150,000**	**265,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Public Works Department/Engineering Division will provide project oversight and Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 011 **Priority:** High **ID:**13943

Project Title: Traffic Signals Comm. Design & Install **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 500,000 **Proposed project start date:** July 2022

Project Location: 1142 Siler Road Santa Fe NM 87502 **Latitude:** 35.3940 **Longitude:** -105.5947

Legislative Language: To design and install Traffic Signal Communications hardware and software with the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Install and program traffic signal communication equipment and software to attain more efficient traffic flows. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Design (Engr./Arch.)	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Construction	No	0	200,000	**0**	**0**	**0**	**0**	**200,000**
Furnishing/Equipment	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
TOTALS		0	500,000	**0**	**0**	**0**	**0**	**500,000**
	Amount Not Yet Funded	500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	**Yes**	**No**	**No**	**No**	**No**	6
2	100,000	**No**	**Yes**	**No**	**No**	**No**	6
3	300,000	**No**	**No**	**Yes**	**Yes**	**No**	12
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	500,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**8,000**	**8,000**	**8,000**	**120,000**	**0**	**144,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Improves efficiency in diagnostics for signals

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe/NMDOT	City of Santa Fe/NMDOT	City of Santa Fe/NMDOT
Lease/operating agreement in place?	No	No		Yes	Yes	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. New Mexico Department of Transportation

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division would be project oversight and Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. New Mexico Department of Transportation

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 012 **Priority:** High **ID:**27608

Project Title: Traffic Calming Improvements **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm

Total project cost: 100,000 **Proposed project start date:** July 2022

Project Location: 200 Lincoln Avenue Santa Fe NM 87501 **Latitude:** 35.690250 **Longitude:** -105.939035

Legislative Language: To plan, design and construct traffic calming for various streets within the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan, design, and construct traffic calming for various streets within the city of Santa Fe. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	100,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	100,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Furnishing/Equipment	No	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	100,000	**0**	**0**	**0**	**0**	**100,000**
	Amount Not Yet Funded	100,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	This project will not add o/e for the City.

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division will be project oversight and Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 013 **Priority:** High **ID:**32383

Project Title: Acequia Trail Extension **Class:** New **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 1,500,000 **Proposed project start date:** July 2022

Project Location: Rufina/South Meadows to San Felipe Santa Fe NM 87501 **Latitude:** 35.3831 **Longitude:** -106.0228

Legislative Language: To plan, design, right-of-way acquisition and construct multi-use trail for Rufina/South Meadows to San Felipe within the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct multi-use trail for Rufina/South Meadows to San Felipe. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	1,500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	200,000	**0**	**0**	**0**	**0**	**200,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	No	50,000	0	**0**	**0**	**0**	**0**	**50,000**
Planning	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	250,000	0	**0**	**0**	**0**	**0**	**250,000**
Construction	No	0	0	**1,000,000**	**0**	**0**	**0**	**1,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		300,000	200,000	**1,000,000**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,200,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division would be project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 014 **Priority:** High **ID:**33721

Project Title: Nichols Outlet Rehabilitiation **Class:** Renovate/Repair **Type/Subtype:** Water - Water Supply

Contact Name: Robert Jorgensen **Contact Phone:** 505-955-4265 **Contact E-mail:** rnjorgensen@ci.santa-fe.nm.us

Total project cost: 1,500,000 **Proposed project start date:** August 2021

Project Location: 1780 Canyon Road Santa Fe NM 87501 **Latitude:** 35.6882 **Longitude:** -105.8898

Legislative Language: To construct a repair for the Nichols Dam outlet conduit for the City of Santa Fe, Santa Fe NM in Santa Fe County.

Scope of Work: Construct repair for Nichols Dam outlet conduit; Work will include dealing of conduit joints, conduit lining, and filter diaphragm around conduit near outlet, The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	1,500,000	**0**	**0**	**0**	**0**	**1,500,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	1,500,000	**0**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,500,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	O/E is approved on annual basis					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City staff will manage the construction in conjunction with a hired Construction Manager, Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 015 **Priority:** High **ID:**33684

Project Title: Cerrillos - Sandoval Intersection Improvements **Class:** Replace Existing **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 2,000,000 **Proposed project start date:** July 2022

Project Location: Intersection of Cerrillos Road and Sandoval Santa Fe NM 87501 **Latitude:** 35.682761 **Longitude:** -105.944707

Legislative Language: To plan, design and construct intersection improvements to the intersection of Cerrillos Road and Sandoval Street in the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan, design, and construct intersection improvements to the intersection of Cerrillos Road and Sandoval Street including geometric improvements to improve vehicular safety, pedestrian safety, and traffic flow.The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	2,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Acquisition	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Archaeological Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Environmental Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	230,000	**0**	**0**	**0**	**0**	**230,000**
Construction	No	0	0	**1,700,000**	**0**	**0**	**0**	**1,700,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	300,000	**1,700,000**	**0**	**0**	**0**	**2,000,000**
	Amount Not Yet Funded	2,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	**No**	**Yes**	**No**	**No**	**Yes**	12
2	1,700,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	2,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 016 **Priority:** High **ID:**33693

Project Title: Grant-Griffin Intersection Improvements **Class:** Replace Existing **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 300,000 **Proposed project start date:** July 2022

Project Location: Intersection of Grant Avenue and Griffin Street Santa Fe NM 87501 **Latitude:** 35.689472 **Longitude:** -105.9440377

Legislative Language: To plan, design and construct intersection improvements to the intersection of Grant Avenue and Griffin Street in the city of Santa Fe, Santa Fe County.

Scope of Work: To plan, design, and construct intersection improvements in the intersection of Grant Avenue and Griffin Street including geometric improvements to improve pedestrian safety. Santa Fe County is planning improvements to the old County Judicial Complex on the corner of Grant Avenue and Federal Place, which will convert to new administrative offices. This complex is planned to open in 2020. After opening, this will generate an increase in pedestrian traffic along Grant Avenue, including the intersection of Grant Avenue and Griffin Street. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	300,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	300,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Environmental Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	40,000	**0**	**0**	**0**	**0**	**40,000**
Construction	No	0	0	**240,000**	**0**	**0**	**0**	**240,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	60,000	**240,000**	**0**	**0**	**0**	**300,000**
	Amount Not Yet Funded	300,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	60,000	**No**	**Yes**	**No**	**No**	**Yes**	12
2	240,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	300,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. In additional to improving a city owned street, it will improve pedestrian safety for Santa Fe county patrons walking between county owned buildings.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 017 **Priority:** High **ID:**36503

Project Title: New City Hall **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Michael Rodriguez **Contact Phone:** 5059555932 **Contact E-mail:** mrrodriguez@santafenm.gov

Total project cost: 40,000,000 **Proposed project start date:** January 2021

Project Location: TBD Santa Fe NM 87505 **Latitude:** 35.689839 **Longitude:** -105.938278

Legislative Language: To plan, design and construct a New City Hall building in the City of Santa Fe, NM in Santa Fe County

Scope of Work: To plan, design, construct, furnish and equip a New City Hall building. The new City Hall building to house all administrative City functions and include a new Council Chamber. This will create better customer services and operational efficiency as well as provide a new Council Chambers with full accessibility, audio visual and security features. The current City Hall is antiquated, not secure and not accessible. City functions are spread across a number of aged buildings that do not serve the public well nor support efficient government operations. There will be energy savings and overall operating cost savings. The city would contribute matching funds from the sale of the existing assets and bond funding. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	20,000	Yes	0	0		
LFUNDS	20,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	40,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	200,000	**0**	**0**	**0**	**0**	**200,000**
Design (Engr./Arch.)	N/A	0	3,900,000	**0**	**0**	**0**	**0**	**3,900,000**
Construction	N/A	0	0	**35,900,000**	**0**	**0**	**0**	**35,900,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	4,100,000	**35,900,000**	**0**	**0**	**0**	**40,000,000**
	Amount Not Yet Funded	40,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	200,000	**Yes**	**Yes**	**No**	**No**	**No**	12
2	3,900,000	**No**	**Yes**	**No**	**No**	**No**	15
3	35,900,000	**No**	**Yes**	**Yes**	**No**	**No**	18
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	40,000,000

Has your local government/agency budgeted for operating expenses for the project when it is completed? No

If no, please explain why: operating costs will be determined by COSF

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. City and County Residents

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Public Works Project Administrator and Shirley Rodriguez the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain. Improved facility is economic benefit to city

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 018 **Priority:** High **ID:**29762

Project Title: Calle Po Ae Pi Extension **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 1,000,000 **Proposed project start date:** July 2022

Project Location: Airport Road to Rufina Street Santa Fe NM 87507 **Latitude:** 35.63984 **Longitude:** -106.02937

Legislative Language: To plan, design, right of way acquisition, and construct roadway improvements including pavement curb and gutter, sidewalk, and drainage improvements to the unpaved portion of Calle Po Ae Pi within the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan, design, right of way acquisition, and construct roadway improvements including pavement curb and gutter, sidewalk, and drainage improvements to the unpaved portion of Calle Po Ae Pi. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	1,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Environmental Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	No	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Construction	No	0	0	**850,000**	**0**	**0**	**0**	**850,000**
Furnishing/Equipment	No	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	150,000	**850,000**	**0**	**0**	**0**	**1,000,000**
	Amount Not Yet Funded	1,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**Yes**	**Yes**	**No**	**No**	**No**	6
2	850,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	Will not signficiantly incxrease roadway inventory					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division would provide project oversight,Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Included in the Santa Fe Metropolitan Planning Organization master transportation plan.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 019 **Priority:** High **ID:**33680

Project Title: Acequia Trail Connection - Otowi to Maclovia **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 250,000 **Proposed project start date:** July 2022

Project Location: Otowi to Maclovia Santa Fe NM 87501 **Latitude:** 35.665350 **Longitude:** -105.984253

Legislative Language: To construct trail connection to the Acequia Trail system from Otowi Road to Maclovia Street in the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To construct trail connection to the Acequia Trail system from Otowi Road to Maclovia Street. This project will improve the Acequia Trail system. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	250,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	250,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Acquisition	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Archaeological Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Environmental Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	55,000	**0**	**0**	**0**	**0**	**55,000**
Construction	No	0	0	**175,000**	**0**	**0**	**0**	**175,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	75,000	**175,000**	**0**	**0**	**0**	**250,000**
	Amount Not Yet Funded	250,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	75,000	**Yes**	**Yes**	**No**	**No**	**Yes**	12
2	175,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	250,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 020 **Priority:** High **ID:**33681

Project Title: Acequia Trail - Maclovia to Hermanos Rodriguez **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 500,000 **Proposed project start date:** July 2022

Project Location: Acequia Trail - Maclovia to Hermanos Rodriguez Santa Fe NM 87501 **Latitude:** 35.664908 **Longitude:** -105.985117

Legislative Language: To construct a segment of the Acequia Trail system from Maclovia Street to Hermanos Rodriguez Park in the city of Santa Fe, Santa Fe County.

Scope of Work: To construct a segment of the Acequia Trail system from Maclovia Street to Hermanos Rodriguez Park. This project will improve the Acequia Trail system. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	75,000	**0**	**0**	**0**	**0**	**75,000**
Acquisition	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Archaeological Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Environmental Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	140,000	**0**	**0**	**0**	**0**	**140,000**
Construction	No	0	0	**250,000**	**0**	**0**	**0**	**250,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	250,000	**250,000**	**0**	**0**	**0**	**500,000**
	Amount Not Yet Funded	500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	250,000	**No**	**Yes**	**No**	**No**	**Yes**	12
2	250,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	500,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 021 **Priority:** High **ID:**33692

Project Title: Delgado St - SF River Bridge Replacement **Class:** Replace Existing **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 1,500,000 **Proposed project start date:** July 2022

Project Location: Delgado Street - Santa Fe River Santa Fe NM 87501 **Latitude:** 35.684475 **Longitude:** -105.9341130

Legislative Language: To replace bridge deck on Delgado Street over the Santa Fe River in the city of Santa Fe, Santa Fe County.

Scope of Work: To replace bridge deck on Delgado Street over the Santa Fe River. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	1,500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Environmental Studies	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	180,000	**1,300,000**	**0**	**0**	**0**	**1,480,000**
Construction	No	0	0	**0**	**0**	**0**	**0**	**0**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	200,000	**1,300,000**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**No**	**Yes**	**No**	**No**	**Yes**	12
2	1,300,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,450,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department would provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 022 **Priority:** High **ID:**33695

Project Title: North West Quadrant Trail **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 300,000 **Proposed project start date:** July 2022

Project Location: North West Quadrant Santa Fe NM 87501 **Latitude:** 35.714244 **Longitude:** -105.970645

Legislative Language: To construct a segment of trail system within the North West Quadrant in the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To construct a segment of trail system within the North West Quadrant area; This project will improve the North West Quadrant trail system. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	300,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	300,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	300,000	**0**	**0**	**0**	**0**	**300,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	300,000	**0**	**0**	**0**	**0**	**300,000**
	Amount Not Yet Funded	300,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 023 **Priority:** High **ID:**34530

Project Title: Trenchless Rehabilitation of Existing Sewer Lines **Class:** Renovate/Repair **Type/Subtype:** Water - Wastewater

Contact Name: Stan Holland **Contact Phone:** 505-955-4637 **Contact E-mail:** tsholland@santafenm.gov

Total project cost: 6,000,000 **Proposed project start date:** July 2022

Project Location: 73 Paseo Real Santa Fe NM 87507 **Latitude:** 35.629845 **Longitude:** -106.086170

Legislative Language: To evaluate, design and rehabilitate existing sanitary sewer collection system within the City of Santa Fe, in Santa Fe County

Scope of Work: Construct rehabilitated sanitary sewer collection system as identified in the WWTP 2016 Master Plan. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	2,000,000	**0**	**2,000,000**	**0**	**2,000,000**	**6,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	2,000,000	**0**	**2,000,000**	**0**	**2,000,000**	**6,000,000**

Amount Not Yet Funded 6,000,000

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,000,000	**No**	**No**	**Yes**	**No**	**No**	12
2	2,000,000	**No**	**No**	**Yes**	**No**	**No**	12
3	2,000,000	**No**	**No**	**Yes**	**No**	**No**	12
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	6,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	operating expenses will be determined by COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe County

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Utilities Department will provide project oversight and Shirley Rodriguez the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 024 **Priority:** High **ID:**34524

Project Title: Main Library Improvements **Class:** Replace Existing **Type/Subtype:** Facilities - Libraries

Contact Name: Maria Tucker **Contact Phone:** 505-955-6788 **Contact E-mail:** metucker@santafenm.gov

Total project cost: 2,727,000 **Proposed project start date:** September 2020

Project Location: 145 Washington Ave Santa Fe NM 87501 **Latitude:** 35.688670 **Longitude:** -105.936718

Legislative Language: To plan,design and equip existing infrastructure issues at the Main Library of the Santa Fe Public Library for the City of Santa Fe, Santa Fe NM in Santa Fe County.

Scope of Work: To plan, design, and equip improvements at the Main Library of the Santa Fe Public Library to include general improvements, rehabilitation of elevators, replacement of doors, electrical rewiring, window replacement, repairs and painting of exterior, lighting replacement to improve energy efficiency, HVAC replacement/rehabilitation plus automated controls, parking lot overlay, remediation/rehabilitation of mold problem. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	2,727,000	Yes	0	0		Legislative
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,727,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	140,000	**130,000**	**0**	**0**	**0**	**270,000**
Construction	No	0	1,257,000	**1,200,000**	**0**	**0**	**0**	**2,457,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	1,397,000	**1,330,000**	**0**	**0**	**0**	**2,727,000**
	Amount Not Yet Funded	2,727,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New HVAC equipment will be more efficient than existing units. New exterior finishes will reduce maintenance issues, including interior leaks.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. City and County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works and Community Services oversight and Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Public Libraries have a proven economic value to the community

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 025 **Priority:** High **ID:**34529

Project Title: Southside Branch Library - Parking Lot **Class:** New **Type/Subtype:** Facilities - Libraries

Contact Name: Maria Tucker **Contact Phone:** 505-955-6788 **Contact E-mail:** metucker@santafenm.gov

Total project cost: 185,000 **Proposed project start date:** September 2020

Project Location: 145 Washington Ave Santa Fe NM 87501 **Latitude:** 35.624755 **Longitude:** -106.050237

Legislative Language: To repair and expand the public parking area at the Southside Branch Library of the City of Santa Fe, Santa Fe NM, in Santa Fe County.

Scope of Work: This project is to expand the parking lot by approx 5000 sqft utilizing an area beyond a retaining wall. Additionally two existing lot areas that were left gravel or recycled pavement fill will be prepared and asphalted. Irrigation system needs to be inspected and sprinkler heads need to be replaced as necessary. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	185,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	185,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	19,000	**0**	**0**	**0**	**0**	**19,000**
Construction	N/A	0	166,000	**0**	**0**	**0**	**0**	**166,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	185,000	**0**	**0**	**0**	**0**	**185,000**
	Amount Not Yet Funded	185,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Community Services, Parking and Facilities and Shirley Rodriguez the city's acting procurement officer will provide oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 67,947

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 026 **Priority:** High **ID:**32399

Project Title: Replacement of Return Activated Sludge Pumps **Class:** Replace Existing **Type/Subtype:** Water - Wastewater

Contact Name: Stan Holland **Contact Phone:** 505-955-4637 **Contact E-mail:** tsholland@ci.santa-fe.nm.us

Total project cost: 1,855,000 **Proposed project start date:** July 2022

Project Location: 73 Paseo Real Santa Fe NM 87507 **Latitude:** 35.629845 **Longitude:** -106.086170

Legislative Language: To design and construct a replacement sludge active pumps with energy efficient pumps and controls within the wastewater treatment plant of the City of Santa Fe, in Santa Fe County.

Scope of Work: To design and construct a replacement activated sludge pumps with energy efficient pumps and controls within the Wastewater Treatment Plant of the City of Santa Fe, in which The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	180,000	**0**	**0**	**0**	**0**	**180,000**
Construction	No	0	0	**1,675,000**	**0**	**0**	**0**	**1,675,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	180,000	**1,675,000**	**0**	**0**	**0**	**1,855,000**
	Amount Not Yet Funded	1,855,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	12
2	0	**No**	**No**	**No**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	12
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**Yes**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity. Santa Fe County

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Utilities Department will provide project oversight, Shirley Rodriguez the City's acting Procurement Office

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 027 **Priority:** High **ID:**34757

Project Title: Agua Fria / South Meadows Improvements **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 3,312,000 **Proposed project start date:** July 2021

Project Location: Agua Fria and South Meadows Santa Fe NM 87501 **Latitude:** 35.3049 **Longitude:** -106.0825

Legislative Language: To plan, design, and construct ROW improvements to Agua Fria / South Meadows in the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To design ROW and construction of improvements to Agua Fria / South Meadows intersections. Phase I would include the acquiring of right-of-way, environmental studies, planning and the design work. Phase II is full construction. The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services of a construction contractor to complete construction of both intersections. Working on fulfilling right-of-way acquisition, no further work has been started or completed.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	25,000	Yes	25,000	25,000	**2015**	
LFUNDS	200,000	Yes	200,000	0	**2018**	
OTHER	440,750	Yes	440,750	0	**2018**	**MAP**
CAP	125,000	Yes	125,000	0	**2019**	
OTHER	113,869	Yes	113,869	0	**2019**	
CAP	2,145,381	Yes	0	0		
OTHER	162,000	Yes	0	0	**2018**	
CAP	100,000	Yes	100,000	100,000		
TOTALS	3,312,000		1,004,619	125,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	**Funded to Date**	**2022**	**2023**	**2024**	**2025**	**2026**	**Total Project Cost**

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	No	25,000	0	**0**	**0**	**0**	**0**	**25,000**
Planning	No	25,000	0	**0**	**0**	**0**	**0**	**25,000**
Design (Engr./Arch.)	No	400,000	162,000	**0**	**0**	**0**	**0**	**562,000**
Construction	No	554,619	2,045,381	**0**	**0**	**0**	**0**	**2,600,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		1,004,619	2,307,381	**0**	**0**	**0**	**0**	**3,312,000**
	Amount Not Yet Funded	2,307,381						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	712,000	**No**	**No**	**Yes**	**No**	**No**	12
2	2,600,000	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	3,312,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Project improves existing infrastructure

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings May lower cost by removing signal and replacing with a roundabout. Saving unknown at this time.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/ Engineering Division and Shirley Rodriguez the city's acting procurement officer will provide oversight

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Intersection project would benefit all citizens / residents in the local Santa Fe area

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 028 **Priority:** High **ID:**34780

Project Title: Jaguar Dr Extension to Municipal Airport **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 5,000,000 **Proposed project start date:** July 2022

Project Location: West side of NM 599 / Jaguar Drive Intersection Santa Fe NM 87506 **Latitude:** 35.617039 **Longitude:** -106.073371

Legislative Language: To plan, design, right-of-way acquisition and construction of a roadway connection from the NM599/Jaguar Drive interchange to the Santa Fe Regional Airport for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Plan, design, right-of-way acquisition and construction of a roadway connection from the NM599/Jaguar Drive interchange to the Santa Fe Regional Airport. The two-lane roadway may include bicycle lanes, curb & gutter, sidewalk, landscaping, and storm drainage accommodations. The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	5,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	5,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	5,000,000	**0**	**0**	**0**	**0**	**5,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	5,000,000	**0**	**0**	**0**	**0**	**5,000,000**
	Amount Not Yet Funded	5,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	12
2	0	**No**	**No**	**No**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The proposed extension will provide better access to the Santa Fe Airport which serves as a regional airport

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division and Shirley Rodriguez, acting procurement officer will provide project oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Improved access to the airport should increase usage of the airport, which will provide economic development for the region.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 029 **Priority:** High **ID:**34690

Project Title: Sandoval / Montezuma Intersection Improvements **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 850,000 **Proposed project start date:** January 2021

Project Location: Intersection of Sandoval and Montezuma Santa Fe NM 87507 **Latitude:** 35.684625 **Longitude:** -105.944216

Legislative Language: To plan, design, right-of-way acquisition, and construct intersection improvements at the Sandoval Montezuma intersection in the City of Santa Fe, NM, Santa Fe County

Scope of Work: To plan, design, right-of-way acquisition, and construct intersection improvements at the Sandoval Montezuma intersection. Intersection improvements include ADA upgrades, pedestrian crossing improvements, signal replacement, and placement of pedestrian signal heads. The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	850,000	Yes	100,000	0	**n/a**	**City's Capital Budget**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	850,000		100,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	10,000	0	**0**	**0**	**0**	**0**	**10,000**
Planning	N/A	10,000	0	**0**	**0**	**0**	**0**	**10,000**
Design (Engr./Arch.)	N/A	80,000	0	**0**	**0**	**0**	**0**	**80,000**
Construction	N/A	0	750,000	**0**	**0**	**0**	**0**	**750,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		100,000	750,000	**0**	**0**	**0**	**0**	**850,000**
	Amount Not Yet Funded	750,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	**Yes**	**Yes**	**No**	**No**	**No**	12
2	750,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	850,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	no impact on the city's operating expense					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The proposed improvements will provide for safer pedestrian crossings resulting from an increase in pedestrian activity due the recently constructed Santa Fe County Courthouse.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works/Engineering Division, Shirley Rodriguez the city's acting procurement officer will provide project oversight

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 030 **Priority:** High **ID:**33698

Project Title: Paseo de Peralta - SF River Bridge Rehab **Class:** Replace Existing **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 2,500,000 **Proposed project start date:** July 2022

Project Location: Paseo de Peralta - Santa Fe River Santa Fe NM 87501 **Latitude:** 35.684257 **Longitude:** -105.934011

Legislative Language: To replace or reconstruct bridge deck on Paseo de Peralta over the Santa Fe River in the city of Santa Fe, Santa Fe County.

Scope of Work: To replace or reconstruct bridge deck on Paseo de Peralta over the Santa Fe River. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	2,500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Environmental Studies	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	300,000	**0**	**0**	**0**	**0**	**300,000**
Construction	No	0	0	**2,150,000**	**0**	**0**	**0**	**2,150,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	350,000	**2,150,000**	**0**	**0**	**0**	**2,500,000**
	Amount Not Yet Funded	2,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	350,000	**No**	**Yes**	**No**	**No**	**Yes**	12
2	2,150,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	2,500,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 031 **Priority:** High **ID:**36159

Project Title: Fire Station 3,5,6 & 9 Facility Renovations **Class:** Renovate/Repair **Type/Subtype:** Facilities - Fire Facilities

Contact Name: Paul Babcock **Contact Phone:** 505-955-3112 **Contact E-mail:** prbabcock@santafenm.gov

Total project cost: 2,760,000 **Proposed project start date:** July 2021

Project Location: City Wide Locations Santa Fe NM 87505 **Latitude:** 35.395960 **Longitude:** -105.581667

Legislative Language: To plan, design, construct, furnish and equip Fire Station Facility Renovations and Improvements City wide for the City of Santa Fe, NM, in Santa Fe County

Scope of Work: To plan, construct the Old Fire Station #3 Furnaces,Station #5 Supplies Office HVAC Unit Replacement,Fire Station #6 Bay Addition,Fire Station 9 Remodel/Expansion - Plan, design, and remodel/renovate Fire Station #9. The station will be increased in size by 1000 sq. ft. The renovation would include; new kitchen, and living space, new and appropriate bathroom facilities, new physical fitness area, new offices, and new meeting/conference spaces. The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	25,000	Yes	25,000	2,220,406	**2016-2017**	
OTHER	2,220,406	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,245,406		25,000	2,220,406		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Environmental Studies	No	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Planning	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Design (Engr./Arch.)	No	25,000	185,000	**0**	**0**	**0**	**0**	**210,000**
Construction	No	0	2,405,000	**35,000**	**0**	**0**	**0**	**2,440,000**
Furnishing/Equipment	No	0	75,000	**0**	**0**	**0**	**0**	**75,000**
TOTALS		25,000	2,700,000	**35,000**	**0**	**0**	**0**	**2,760,000**
	Amount Not Yet Funded	2,735,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**110,600**	**116,100**	**121,900**	**128,000**	**134,400**	**611,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. City of Santa Fe Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 80,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 032 **Priority:** High **ID:**36163

Project Title: Bicycle & Pedestrian Wayfinding System **Class:** New **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 350,000 **Proposed project start date:** July 2022

Project Location: Old Santa Fe Trail (Zia Rd to Santa Fe) Santa Fe NM 87501 **Latitude:** 35.6684466 **Longitude:** -105.925455

Legislative Language: Wayfinding for bicycle and pedestrians downtown, Guadalupe District, Railyard and all bicycle network, including signage, maps and/or digital navigation for the City of Santa Fe, Santa Fe NM in Santa Fe County.

Scope of Work: Wayfinding for bicycle and pedestrians downtown, Guadalupe District, Railyard and all bicycle network, including signage, maps and/or digital navigation, The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	350,000	Yes	350,000	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	350,000		350,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	50,000	**0**	**0**	**0**	**0**	**50,000**
Construction	No	0	300,000	**0**	**0**	**0**	**0**	**300,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	350,000	**0**	**0**	**0**	**0**	**350,000**
	Amount Not Yet Funded	350,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	50,000	**Yes**	**Yes**	**No**	**No**	**No**	12
2	300,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	350,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	operating expenses will be determined by COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 033 **Priority:** High **ID:**36164

Project Title: Henry Lynch Reconstruction **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-3368 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 2,200,000 **Proposed project start date:** July 2022

Project Location: Old Santa Fe Trail (Zia Rd to Santa Fe) Santa Fe NM 87501 **Latitude:** 35.657219 **Longitude:** -106.001724

Legislative Language: To plan, design, right-of-way acquisition and construct roadway improvements on Henry Lynch from Agua Fria to Rufina in the Santa Fe County Line in the city of Santa Fe within Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct roadway improvements on Henry Lynch from Agua Fria to Rufina. Pavement on Henry Lynch is in very poor condition and sidewalk, curb and gutter need to be added to this street to better serve the school, business park and visitors, the City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	2,200,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,200,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	200,000	**0**	**0**	**0**	**0**	**200,000**
Construction	N/A	0	0	**2,000,000**	**0**	**0**	**0**	**2,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	200,000	**2,000,000**	**0**	**0**	**0**	**2,200,000**
	Amount Not Yet Funded	2,200,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	200,000	**Yes**	**Yes**	**No**	**No**	**No**	12
2	2,000,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	2,200,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	operating expenses will be determined by the COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator & Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 034 **Priority:** High **ID:**36168

Project Title: Cerro Gordo Reconstruction **Class:** Replace Existing **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromoero1@santafenm.gov

Total project cost: 2,850,000 **Proposed project start date:** July 2022

Project Location: Old Santa Fe Trail (Zia Rd to Santa Fe) Santa Fe NM 87501 **Latitude:** 35.683410 **Longitude:** -105.907896

Legislative Language: To plan, design, right-of-way acquisition and construct roadway improvements on Cerro Gordo from Armijo Lane to Canyon Road in the City of Santa Fe, in Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct roadway improvements on Cerro Gordo from Armijo Lane to Canyon Road. This roadway is currently millings over a dirt road. It needs to be engineered for drainage and pavement. The community completed a poll showing 68% of respondents want the road paved, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	2,850,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,850,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	50,000	**0**	**0**	**0**	**0**	**50,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Environmental Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	250,000	**0**	**0**	**0**	**0**	**250,000**
Construction	No	0	0	**2,500,000**	**0**	**0**	**0**	**2,500,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	350,000	**2,500,000**	**0**	**0**	**0**	**2,850,000**
	Amount Not Yet Funded	2,850,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	**No**	**Yes**	**No**	**No**	**No**	12
2	2,500,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	2,800,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Project improves existing infrastructure

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings May lower cost by upgrading aging infrastructure

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator and Shirley Rodriguez the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The community completed a poll showing 68% of respondents want the road paved in order to benefit all citizens within the area. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 035 **Priority:** High **ID:**36169

Project Title: ADA Facility Transition Plan Implementation **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other

Contact Name: Michael Rodriguez **Contact Phone:** 505-955-5932 **Contact E-mail:** mrrodriguez@santafenm.gov

Total project cost: 1,000,000 **Proposed project start date:** July 2020

Project Location: City Wide Locations Santa Fe NM 87505 **Latitude:** 35.3940 **Longitude:** -105.5947

Legislative Language: To plan and construct ADA Facility needs for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan and construct ADA Facility Needs, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	1,000,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	250,000	**250,000**	**250,000**	**250,000**	**0**	**1,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	250,000	**250,000**	**250,000**	**250,000**	**0**	**1,000,000**
	Amount Not Yet Funded	1,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	250,000	**No**	**Yes**	**Yes**	**No**	**No**	12
2	250,000	**No**	**No**	**Yes**	**No**	**No**	12
3	250,000	**No**	**No**	**Yes**	**No**	**No**	12
4	250,000	**No**	**No**	**Yes**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	operating expenses will be determined by the COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 036 **Priority:** High **ID:**36177

Project Title: Monica Roybal Roof Replacments **Class:** Replace Existing **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Kyra Ochoa **Contact Phone:** 5059556603 **Contact E-mail:** krochoa@santafenm.gov

Total project cost: 140,000 **Proposed project start date:** December 2020

Project Location: 738 Agua Fria St Santa Fe NM 87507 **Latitude:** 35.685271 **Longitude:** -105.952194

Legislative Language: To plan, design and construct a new roof for the Monica Roybal building in the City of Santa Fe, NM in Santa Fe County

Scope of Work: To install a new roof on the building. No funding has been identified for this project at this time. A preliminary cost estimate identified $140,000 to complete the project, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	140,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	140,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	140,000	**0**	**0**	**0**	**0**	**140,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	140,000	**0**	**0**	**0**	**0**	**140,000**
	Amount Not Yet Funded	140,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	one time construction project					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New roof repairs will lower maintenance costs

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator & Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 037 **Priority:** High **ID:**36176

Project Title: Monica Roybal Basketball Courts Repairs **Class:** Renovate/Repair **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Kyra Ochoa **Contact Phone:** 5059556603 **Contact E-mail:** krochoa@santafenm.gov

Total project cost: 60,000 **Proposed project start date:** December 2020

Project Location: 738 Agua Fria St Santa Fe NM 87507 **Latitude:** 35.685271 **Longitude:** -105.952194

Legislative Language: To plan, design and construct a new overlay for the outdoor basketball court/playground Monica Roybal building in the City of Santa Fe, NM in Santa Fe County

Scope of Work: To install a new concrete overlay on the existing basketball/playground. No funding has been identified for this project at this time. A preliminary cost estimate identified $60,000 to complete the project, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	60,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	60,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	60,000	**0**	**0**	**0**	**0**	**60,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	60,000	**0**	**0**	**0**	**0**	**60,000**
	Amount Not Yet Funded	60,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	One Time Construction Project					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator & Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 038 **Priority:** High **ID:**29993

Project Title: West Alameda St. Drainage **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 3,500,000 **Proposed project start date:** July 2020

Project Location: W. Alameda St. - Via Abajo to La Joya Santa Fe NM 87501 **Latitude:** 35.675504 **Longitude:** -105.985161

Legislative Language: To plan and design right of way acquisition and construct drainage and widening improvements on West Alameda Street in the City of Santa Fe, NM, Santa Fe County

Scope of Work: Complete design of right of way acquisition and construction of drainage and widening safety improvements to address flooding issue and provide pedestrian facilities, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	3,500,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	3,500,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Environmental Studies	No	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	No	0	50,000	**0**	**0**	**0**	**0**	**50,000**
Design (Engr./Arch.)	No	0	300,000	**0**	**0**	**0**	**0**	**300,000**
Construction	No	0	0	**3,000,000**	**0**	**0**	**0**	**3,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	500,000	**3,000,000**	**0**	**0**	**0**	**3,500,000**
	Amount Not Yet Funded	3,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	500,000	**Yes**	**Yes**	**No**	**No**	**Yes**	18
2	3,000,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	3,500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	To be budgeted in the future					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division will provide project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 039 **Priority:** High **ID:**32384

Project Title: Canada Rincon Trail **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 1,000,000 **Proposed project start date:** July 2020

Project Location: Canada Rincon Trail from Calle Francisco to Calle Mejia) Santa Fe NM 87501 **Latitude:** 105.5709 **Longitude:** 135.4157

Legislative Language: To plan, design, right-of-way acquisition and construct Canada Rincon Trail from Calle Francisco to Calle Mejia within the city of Santa Fe, in Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct Canada Rincon Trail from Calle Francisco to Calle Mejia in which The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
DOT	900,000	Yes	900,000	0	**Jan 2020**	
LBONDS	100,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		900,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	No	0	0	**0**	**0**	**0**	**0**	**0**
Planning	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Construction	No	900,000	0	**0**	**0**	**0**	**0**	**900,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		900,000	100,000	**0**	**0**	**0**	**0**	**1,000,000**
	Amount Not Yet Funded	100,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe/NMDOT	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division would be project oversight, Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. In coordination with New Mexico Department of Transportation

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 040 **Priority:** High **ID:**36225

Project Title: Santa Fe Railyard Park **Class:** New **Type/Subtype:** Facilities - Other

Contact Name: Robert Siqueiros **Contact Phone:** 505-955-6977 **Contact E-mail:** rmsiqueiros@santafenm.gov

Total project cost: 750,000 **Proposed project start date:** July 2020

Project Location: 500 Market Street Santa Fe NM 87509 **Latitude:** 35.412 **Longitude:** -105.5654

Legislative Language: To design, construct and plan the Railyard Park project to add a more urban safer park for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Redesign of the Santa Fe railyard Park. The design will focus on 2 new entry ways, more formalized event areas, and remove areas where unsafe activities could and have occurred. The project will be completed in one phase. The project should be completed in one year from design to construction. The project is justified do the seasonal bad activities that have occurred on the park grounds when the park is not having formal activities. The project will be designed by a registered professional landscape architect r and construction services procured through a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	750,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	750,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	750,000	**0**	**0**	**0**	**0**	**750,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	750,000	**0**	**0**	**0**	**0**	**750,000**
	Amount Not Yet Funded	750,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator and Shirley Rodriguez, the city's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 041 **Priority:** High **ID:**36139

Project Title: Historic Train Depot Repair **Class:** New **Type/Subtype:** Facilities - Cultural Facilities

Contact Name: Sam Burnett **Contact Phone:** 5059555933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 1,657,855 **Proposed project start date:** August 2020

Project Location: 410 S. Guadalupe Street Santa Fe NM 87501 **Latitude:** 35.6840915 **Longitude:** -105.9461394

Legislative Language: To construct renovation of the historic Santa Fe Train Depot Building for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To construct rehabilitation of the historic Santa Fe Train Depot. This will include repairs and replacements of structural wood members, roof replacement, pebble dash stucco repair, door and window repair, HVAC and mechanical upgrades, and a rehabilitation of the interior.The design of the renovation has been completed and contractors will be invited to bid on the construction of the rehabilitation.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	32,856	Yes	32,856	15,000	**06/01/2018**	**City of Santa Fe**
OTHER	24,999	Yes	24,999	15,000	**03/01/2019**	**NM Dept. of Historic Preservat**
LGRANT	1,600,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,657,855		57,855	30,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	57,855	0	**0**	**0**	**0**	**0**	**57,855**
Construction	No	0	1,600,000	**0**	**0**	**0**	**0**	**1,600,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		57,855	1,600,000	**0**	**0**	**0**	**0**	**1,657,855**
	Amount Not Yet Funded	1,600,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	57,855	**No**	**Yes**	**No**	**No**	**No**	18
2	1,600,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,657,855						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating budget will be determined by COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Residents of the City of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain. Project Administrator and Shirley Rodriguez, the City of Santa Fe's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Improved building will enhance the economy

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 85,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 042 **Priority:** High **ID:**23272

Project Title: Southwest Activity Node Park (SWAN) **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other

Contact Name: Sam Burnett **Contact Phone:** 505-955-5933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 3,999,000 **Proposed project start date:** January 2020

Project Location: 500 Plaza Central Santa Fe NM 87507 **Latitude:** 36.6169 **Longitude:** -106.0651

Legislative Language: To continue to plan, design and construct of the Southwest Activity Node park, Phase II, for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: To continue construction Phase II of a regional park. This includes a section of the road, restrooms, a variety of park amenities, parking lot, park maintenance shop and supporting utilities - including portable water line extension, power, gravity sewer line with life station and Landscape with drought tolerant shrubs and trees. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	499,000	Yes	499,000	0	**2016**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	499,000		499,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Infrastructure Capital Improvement Plan FY2022-2026

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	499,000	3,500,000	**0**	**0**	**0**	**0**	**3,999,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		499,000	3,500,000	**0**	**0**	**0**	**0**	**3,999,000**
	Amount Not Yet Funded	3,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	499,000	**No**	**Yes**	**No**	**No**	**No**	12
2	3,500,000	**No**	**No**	**Yes**	**No**	**No**	24
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	3,999,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Budgeting to occur prior to start of construction

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Residents within the City of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Parks and Recreation Department would provide project oversight and Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Improved parks will enhance the economy

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 043 **Priority:** High **ID:**32382

Project Title: Drainage & Watershed Maintenance **Class:** Renovate/Repair **Type/Subtype:** Water - Storm/Surface Water Control

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@ci.santa-fe.nm.us

Total project cost: 7,500,000 **Proposed project start date:** July 2021

Project Location: 200 Lincoln Avenue Santa Fe NM 87501 **Latitude:** 35.412445 **Longitude:** -105.561821

Legislative Language: To plan, design, right-of-way acquisition and construct storm drainage and watershed improvements within the city of Santa Fe, in Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct storm drainage and watershed improvements. These projects are aimed to implement the Citys Storm Water Master Plan. Project may include but are not limited to:

Arroyo Stabilization (Arroyo Chamiso St Francis to VoTech)-$500,000
Arroyo Channel/Bank Improv (Montano to Placito Chaco)-$300,000
Arroyo Channel/Bank Improv (Onate to Agua Fria)-$100,000
Arroyo Grade Control and Channel Improvements-$300,000
Arroyo Stabilization (Cam de Las Campanas to Arroyo Chamiso confluence)-$550,000
Arroyo Stabilization (Arroyo Chamiso Gov Miles to Cactus Flower)-$400,000
Arroyo Stabilization (Lower reches Cam Carlo Rey to Gov Miles)-$600,000
SF River Bank Stabilization/Erosion Control at La Joya-$500,000
SF River Grade Control Repairs at Ricardo-$3500,000
Richards Ave Structure Repair (Arroyo just south of Gov Miles)-$500,000

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	7,500,000	Yes	0	0		**City's capital budget**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		

	0	No	0	0
	0	No	0	0
TOTALS	7,500,000		0	0

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	**Funded to Date**	**2022**	**2023**	**2024**	**2025**	**2026**	**Total Project Cost**
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	No	0	25,000	**25,000**	**25,000**	**25,000**	**25,000**	**125,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	No	0	25,000	**25,000**	**25,000**	**25,000**	**25,000**	**125,000**
Planning	No	0	50,000	**50,000**	**50,000**	**50,000**	**50,000**	**250,000**
Design (Engr./Arch.)	No	0	300,000	**300,000**	**300,000**	**300,000**	**300,000**	**1,500,000**
Construction	No	0	1,100,000	**1,100,000**	**1,100,000**	**1,100,000**	**1,100,000**	**5,500,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	1,500,000	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**	**7,500,000**
	Amount Not Yet Funded	7,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights,	# Mos to Complete

Infrastructure Capital Improvement Plan FY2022-2026

						Easements, Acq)	
1	1,500,000	Yes	Yes	Yes	No	Yes	12
2	1,500,000	Yes	Yes	Yes	No	Yes	12
3	1,500,000	Yes	Yes	Yes	No	Yes	12
4	1,500,000	Yes	Yes	Yes	No	Yes	12
5	1,500,000	Yes	Yes	Yes	No	Yes	12
TOTAL	7,500,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	Does not increase O/E					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,560,000**	**1,560,000**	**1,560,000**	**1,560,000**	**1,560,000**	**7,800,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The MS4 permit cooperative agreement also benefits NMDOT and SF County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department/Engineering Division would be project oversight, with Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All residents of the city of Santa Fe would benefit from this project, approximately 100,000 residents.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 044 **Priority:** High **ID:**37191

Project Title: Pedestrian and Bike Safety on Pacheco & Siring Rd **Class:** Renovate/Repair **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 150,000 **Proposed project start date:** July 2022

Project Location: 1600 Saint Michael's Drive Santa Fe NM 87504 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, design right-of-way acquisition, and construct pedestrian and bicycle infrastructure improvements on key streets across the City of Santa Fe NM, in Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition, and construct pedestrian and bicycle infrastructure improvements on Pacheco Street from Alta Vista to San Mateo and Siringo Road from Pacheco Street to St. Francis Drive to improve safety, mobility and sustainability.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	150,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	150,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	No	0	15,000	**0**	**0**	**0**	**0**	**15,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	15,000	**0**	**0**	**0**	**0**	**15,000**
Construction	No	0	0	**120,000**	**0**	**0**	**0**	**120,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	30,000	**120,000**	**0**	**0**	**0**	**150,000**
	Amount Not Yet Funded	150,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	30,000	**No**	**Yes**	**No**	**No**	**Yes**	10
2	120,000	**No**	**No**	**Yes**	**No**	**No**	10
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	150,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	O/E will be discussed during the City's Budget

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Engineering Division Project Administrator and the City's Procurement Officer will provide oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Yes, pedestrian and bicycle traffic is increasing and the pedestrian and bike facilities are poor creating unsafe conditions for drivers, pedestrian and bicyclists for 8,000.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 045 **Priority:** High **ID:**36136

Project Title: New Main Library **Class:** New **Type/Subtype:** Facilities - Libraries

Contact Name: Maria Tucker **Contact Phone:** 505-955-6788 **Contact E-mail:** metucker@santafenm.gov

Total project cost: 20,000,000 **Proposed project start date:** September 2020

Project Location: 1600 St. Michael's Drive Santa Fe NM 87505 **Latitude:** 35.657380 **Longitude:** -105.977030

Legislative Language: To plan, design, construct, furnish and equip a new main Library for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Plan, design and construct a new centrally located main library. The City completed a Library Study in December 2019 which recommended building a new main library in the center of the City of Santa Fe since existing libraries at La Farge and Downtown have insufficient capacity and technology to serve the growing population. The new library will include administrative offices and may include mixed uses such as business incubation, immigrant support center, shops, or other compatable uses. The incorporation of mixed uses and partnerships can assist with construction costs as well as increase utilization of the library. A new library is critical infrastructure to support the economy and public well-being in the City of Santa Fe.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LGRANT	10,000,000	Yes	0	0		
LFUNDS	8,000,000	No	0	0		
OTHER	2,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	20,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Design (Engr./Arch.)	No	0	1,900,000	**0**	**0**	**0**	**0**	**1,900,000**
Construction	No	0	0	**18,000,000**	**0**	**0**	**0**	**18,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	2,000,000	**18,000,000**	**0**	**0**	**0**	**20,000,000**
	Amount Not Yet Funded	20,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,000,000	**Yes**	**Yes**	**No**	**No**	**No**	8
2	18,000,000	**No**	**No**	**Yes**	**No**	**No**	24
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	20,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating Expense will be determined by COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. City and County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Project Administrator will work with Library Division Director to ensure completion.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Public Libraries have a proven economic value to the community

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 046 **Priority:** High **ID:**25230

Project Title: New Fire Training Facility **Class:** New **Type/Subtype:** Facilities - Fire Facilities

Contact Name: Paul Babcock **Contact Phone:** 505-955-3112 **Contact E-mail:** prbabcock@santafenm.gov

Total project cost: 18,000,000 **Proposed project start date:** January 2021

Project Location: Hwy 599 and South Meadows Santa Fe NM 87507 **Latitude:** 35.656961 **Longitude:** -106.035873

Legislative Language: To plan, design, construct, finish and equip a new Fire Training Facility for the City of Santa Fe Fire Department, Santa Fe NM, in Santa Fe County. This project will replace an aging facility that has become obsolete and laces the space and facilities to train our department. This new facility would be open for use and co-occupancy to the City of Santa Fe Police Department and the Santa Fe County Fire Department, for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Plan,design, and construct a new Fire Training Facility. The facility will be placed on 8-10 acres and will include a 26,000 sqft main training building, housing classrooms, meeting space and offices. A 10,000 sqft fire apparatus storage and warehouse structure to include two apparatus bays, personal protective equipment storage and cleaning facility, cadet training room and kitchen facilities. A new four story fire / rescue training tower with propane fueled fire props that is surrounded by an asphalt training yard, The project will be completed in two phases. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Environmental Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	N/A	0	250,000	**0**	**0**	**0**	**0**	**250,000**
Design (Engr./Arch.)	Yes	0	1,320,000	**0**	**0**	**0**	**0**	**1,320,000**
Construction	No	0	0	**13,380,000**	**0**	**0**	**0**	**13,380,000**
Furnishing/Equipment	No	0	0	**0**	**3,000,000**	**0**	**0**	**3,000,000**
TOTALS		0	1,620,000	**13,380,000**	**3,000,000**	**0**	**0**	**18,000,000**
	Amount Not Yet Funded	18,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,800,000	**Yes**	**Yes**	**No**	**No**	**No**	12
2	16,200,000	**No**	**No**	**Yes**	**Yes**	**No**	18
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0

5	0	No	No	No	No	No	0
TOTAL	18,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	O/E minimal; addressed in future budgets

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. the City of Santa Fe Police Department and Santa FE County Fire Department will benefit

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. A City of Santa Fe Engineer will be assigned as the project manager to manage oversight on this project. Shirley Rodriguez, the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. A much improved training facility for emergency response will greatly serve the entire citizens of t

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 047 **Priority:** High **ID:**22928

Project Title: Fire Station 1 Remodel/Expansion **Class:** Renovate/Repair **Type/Subtype:** Facilities - Fire Facilities

Contact Name: Paul Babcock **Contact Phone:** 505-955-3112 **Contact E-mail:** prbabcock@santafenm.gov

Total project cost: 7,310,000 **Proposed project start date:** July 2021

Project Location: 200 Murales Road Santa Fe NM 87501 **Latitude:** 35.69550 **Longitude:** -105.93327

Legislative Language: To plan and construct improvements to Fire Station No. 1 in the City of Santa Fe, Santa Fe, NM in Santa Fe County, New Mexico.

Scope of Work: The Station #1 remodel and expansion project will include plans to expand the current square footage of the existing structure to provide updated and adequate living space for emergency response personnel. The expansion will include increasing the size of the current kitchen, day-room and sleeping quarters. New bathrooms will also be include to provide adequate space for both male and female personnel; along with expanding and renovating the operational personnel space, the current administrative office spaces will be expanded to provide adequate and modernized office and meeting spaces. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	7,310,000	Yes	0	0		**Legislatve**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,310,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Environmental Studies	N/A	0	5,000	**0**	**0**	**0**	**0**	**5,000**
Planning	N/A	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Design (Engr./Arch.)	No	0	560,000	**0**	**0**	**0**	**0**	**560,000**
Construction	No	0	5,955,000	**610,000**	**0**	**0**	**0**	**6,565,000**
Furnishing/Equipment	No	0	75,000	**0**	**0**	**0**	**0**	**75,000**
TOTALS		0	6,700,000	**610,000**	**0**	**0**	**0**	**7,310,000**
	Amount Not Yet Funded	7,310,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	O/E minimal; addressed in future budgets

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Assistant Chief Jan Snyder/Facilities Division Project Manager for project oversight. Shirley Rodriguez the city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Project will benefit all citizens within the city of Santa Fe area.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 048 **Priority:** High **ID:**32394

Project Title: PRV System Improvements **Class:** Renovate/Repair **Type/Subtype:** Water - Water Supply

Contact Name: Alex Gamino **Contact Phone:** 505-955-4375 **Contact E-mail:** aegamino@santafenm.gov

Total project cost: 750,000 **Proposed project start date:** July 2021

Project Location: 801 W. San Mateo Santa Fe NM 87504 **Latitude:** 35.394272 **Longitude:** -105.574312

Legislative Language: To construct replacement water Pressure Reducing Valve stations for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: Construct replacements for existing underground PRV stations, which have inadequate working room or safe access for personnel and/or have obsolete piping and valving systems. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	150,000	**150,000**	**150,000**	**150,000**	**150,000**	**750,000**
Furnishing/Equipment	No	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	150,000	**150,000**	**150,000**	**150,000**	**150,000**	**750,000**
	Amount Not Yet Funded	750,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**No**	**No**	**Yes**	**No**	**No**	12
2	150,000	**No**	**No**	**Yes**	**No**	**No**	12
3	150,000	**No**	**No**	**Yes**	**No**	**No**	12
4	150,000	**No**	**No**	**Yes**	**No**	**No**	12
5	150,000	**No**	**No**	**Yes**	**No**	**No**	12
TOTAL	750,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	No additional O/E needed					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Staff will provide oversight on this project, Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project. This project will benefit the entire city of Santa Fe and Santa Fe County which is over 200,000 peop

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 049 **Priority:** High **ID:**37155

Project Title: MRC Irrigation System Upgrades **Class:** Renovate/Repair **Type/Subtype:** Water - Storm/Surface Water Control

Contact Name: Jennifer Romero **Contact Phone:** 505-955-4465 **Contact E-mail:** jcromero@satnafenm.gov

Total project cost: 1,500,000 **Proposed project start date:** July 2022

Project Location: 205 Caja Del Rio Road Santa Fe NM 87507 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, design and construct irrigation upgrades at the Municipal Recreation Complex for the City of Santa Fe in Santa Fe County.

Scope of Work: To plan, design and construct irrigation upgrades at the Municipal Recreation Complex which serves Soccer Valley and the Marty Sanchez Links de Santa Fe Golf Course and other athletic fields to conserve 240,000 gallons per day of water and protect 147 acres of irrigated, recreational turf. Follow recommendations of the irrigation audit which identified that the system was not watering properly and wasting water. Upgrade antiquated system components including pumps, sprinkler heads, controllers, etc.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Construction	No	0	0	**650,000**	**750,000**	**0**	**0**	**1,400,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	100,000	**650,000**	**750,000**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	**No**	**Yes**	**Yes**	**No**	**No**	10
2	650,000	**No**	**No**	**Yes**	**No**	**No**	10
3	750,000	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,500,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Saving 20% of water use will reduce operating costs, also reduce maintenance costs with new system

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe County, Sports Leagues

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Project Manager and City of Santa Fe Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. MRC is a key facility to attract visitors and residents to Northern New Mexico

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 46,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 050 **Priority:** High **ID:**37157

Project Title: Electrification of City Fleet **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Neal Denton **Contact Phone:** 5059552229 **Contact E-mail:** nhdenton@santafenm.gov

Total project cost: 1,000,000 **Proposed project start date:**

Project Location: 1600 Saint Michael's Drive Santa Fe NM 87507 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, purchase, equip and implement replacement of internal combustion, non-emergency sedans used by the City of Santa Fe with electric vehicles for the City of Santa Fe NM, in Santa Fe County.

Scope of Work: To plan and implement replacement of internal combustion, non-emergency sedans used by the City of Santa Fe with electric vehicles. Will evaluate City Fleet to identify non-emergency sedans at end of life and replace with electric vehicles. Will also install charging infrastructure to support the electric vehicles. PNM is expected to have a rebate program for charging stations that the City will take advantage of as part of this program. The City will fund a portion of the replacement cost of vehicles. Operating electric vehicles and installing charging stations will reduce operating costs, lead by example and reduce the City?s carbon footprint.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	470,000	No	0	0		
LGRANT	500,000	Yes	0	0		
OTHER	30,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	50,000	**50,000**	**40,000**	**0**	**0**	**140,000**
Furnishing/Equipment	No	0	200,000	**450,000**	**210,000**	**0**	**0**	**860,000**
TOTALS		0	250,000	**500,000**	**250,000**	**0**	**0**	**1,000,000**
	Amount Not Yet Funded	1,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	250,000	**No**	**No**	**Yes**	**Yes**	**No**	6
2	500,000	**No**	**No**	**Yes**	**Yes**	**No**	12
3	250,000	**No**	**No**	**Yes**	**Yes**	**No**	6
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	1,000,000

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Electric vehicles will reduce cost of operations

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The average cost to operate an Electric Vehicle in the United States is $485 per year, while the average for a gasoline powered vehicle is $1,117. 50% operating savings expected.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Reducing Carbon emissions benefits the region

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe Sustainability team is shepherding the fleet electrification project

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project. 85,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Yes, carbon emissions are hazardous to the long term public health and safety

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 051 **Priority:** High **ID:**36144

Project Title: Soccer Valley Improvements **Class:** New **Type/Subtype:** Facilities - Other

Contact Name: Jennifer Romero **Contact Phone:** 505-955-4465 **Contact E-mail:** jcromero@santafenm.gov

Total project cost: 8,750,000 **Proposed project start date:** July 2020

Project Location: 205 Caja Del Rio Rd Santa Fe NM 87507 **Latitude:** 35.663398 **Longitude:** -106.064329

Legislative Language: To plan, design and construct improvements to the Soccer Valley complex as laid out in the Master Plan for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan, design and construct improvements to the Soccer Valley complex as laid out in the Master Plan. This includes improvements to the fields, irrigation systems, drainage systems, circulations systems, and the addition of lighting and buildings. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	250,000	Yes	250,000	12,145	**01/01/2019**	
LBONDS	500,000	Yes	500,000	0	**08/01/2019**	
OTHER	500,000	Yes	500,000	0	**08/01/2019**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,250,000		1,250,000	12,145		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	750,000	720,000	**0**	**0**	**0**	**0**	**1,470,000**
Construction	No	500,000	0	**3,180,000**	**3,600,000**	**0**	**0**	**7,280,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		1,250,000	720,000	**3,180,000**	**3,600,000**	**0**	**0**	**8,750,000**
	Amount Not Yet Funded	7,500,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	80,000	**No**	**Yes**	**No**	**No**	**No**	12
2	800,000	**No**	**No**	**Yes**	**No**	**No**	12
3	720,000	**No**	**Yes**	**No**	**No**	**No**	12
4	3,600,000	**No**	**No**	**Yes**	**No**	**No**	12
5	3,600,000	**No**	**No**	**No**	**Yes**	**No**	12
TOTAL	8,800,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating Expenses will be determined by the COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity. Improved Parks benefits all the City of Santa Fe Residents

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator & Shirley Rodriguez the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 052 **Priority:** High **ID:**33675

Project Title: Transit Facility Repaving/ADA Upgrades **Class:** Renovate/Repair **Type/Subtype:** Transportation - Transit

Contact Name: Keith Wilson **Contact Phone:** 505-955-2223 **Contact E-mail:** kpwilson@ci.santa-fe.nm.us

Total project cost: 400,000 **Proposed project start date:** April 2020

Project Location: 2931 Rufina Street Santa Fe NM 87507 **Latitude:** 35.656561 **Longitude:** -105.996626

Legislative Language: To repave the Transit yard and parking areas, and design and construct necessary ADA accessibility Transit Division Facility at 2931 Rufina Street, for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To repave the yard where the buses and support vehicles are parking and driver training is conducted. To repave the employee and visitor parking areas. To upgrade the ADA accessibility from Rufina Street into the facility. No funding has been identified for this project at this time. A preliminary cost estimate identified $400,000 to complete the project. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	400,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	10,000	**0**	**0**	**0**	**0**	**10,000**
Construction	No	0	390,000	**0**	**0**	**0**	**0**	**390,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	400,000	**0**	**0**	**0**	**0**	**400,000**
	Amount Not Yet Funded	400,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	10,000	**No**	**Yes**	**No**	**No**	**No**	3
2	390,000	**No**	**No**	**Yes**	**No**	**No**	3
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	400,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Rolled into general facility maintenance

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The City of Santa Fe Transit Division provides transit service to the Community College District and links with the Rail Runner, North Central RTD and NMDOT Park and Ride.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Transit Division Director with assistance from Project Managers from the Facilities Division, Shirley Rodriguez, the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project. Not directly, but improvement to the facility impacts the services provided to the

public.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 053 **Priority:** High **ID:**32424

Project Title: Security for Water Source and Storage Sites **Class:** New **Type/Subtype:** Water - Water Supply

Contact Name: Alex Gamino **Contact Phone:** 505-955-4375 **Contact E-mail:** aegamino@ci.santa-fe.nm.us

Total project cost: 1,353,910 **Proposed project start date:** July 2020

Project Location: 801 W. San Mateo Santa Fe NM 87505 **Latitude:** 35.394272 **Longitude:** -105.574312

Legislative Language: To plan,design, and construct video and access control systems for water facilities for the City of Santa Fe, Santa Fe NM, in Santa Fe County.

Scope of Work: Plan, design and construct video and access control system to remote sites for viewing at a central location. The project will strengthen measures to protect treatment facilities, storage facilities, pumping facilities and transmission facilities. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	1,353,910	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,353,910		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	5,000	**5,000**	**5,000**	**5,000**	**5,000**	**25,000**
Design (Engr./Arch.)	No	0	15,000	**15,000**	**15,000**	**15,000**	**15,000**	**75,000**
Construction	No	0	250,782	**250,782**	**250,782**	**250,782**	**250,782**	**1,253,910**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	270,782	**270,782**	**270,782**	**270,782**	**270,782**	**1,353,910**
	Amount Not Yet Funded	1,353,910						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	270,782	**Yes**	**Yes**	**Yes**	**No**	**No**	12
2	270,782	**Yes**	**Yes**	**Yes**	**No**	**No**	12
3	270,782	**Yes**	**Yes**	**Yes**	**No**	**No**	12
4	270,782	**Yes**	**Yes**	**Yes**	**No**	**No**	12
5	270,782	**Yes**	**Yes**	**Yes**	**No**	**No**	12
TOTAL	1,353,910						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	o/e will be developed on july 2018					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Project Manager and Shirley Rodriguez the City's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 054 **Priority:** High **ID:**33678

Project Title: Transit Fixed Route Vehicle Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Other

Contact Name: Keith Wilson **Contact Phone:** 505-955-2223 **Contact E-mail:** kpwilson@ci.santa-fe.nm.us

Total project cost: 5,250,000 **Proposed project start date:** August 2020

Project Location: 2931 Rufina Street Santa Fe NM 87507 **Latitude:** 35.656561 **Longitude:** -105.996626

Legislative Language: To purchase the replacement of fixed route transit vehicles for those that have exceeded their useful life for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To purchase replacements of fixed route transit vehicles for those that have exceeded their useful life. Replacement plan requires replacement of 2 transit vehicles per year. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	5,250,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	5,250,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Furnishing/Equipment	No	0	1,050,000	**1,050,000**	**1,050,000**	**1,050,000**	**1,050,000**	**5,250,000**
TOTALS		0	1,050,000	**1,050,000**	**1,050,000**	**1,050,000**	**1,050,000**	**5,250,000**

Amount Not Yet Funded 5,250,000

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,050,000	**No**	**No**	**No**	**Yes**	**No**	6
2	1,050,000	**No**	**No**	**No**	**Yes**	**No**	6
3	1,050,000	**No**	**No**	**No**	**Yes**	**No**	6
4	1,050,000	**No**	**No**	**No**	**Yes**	**No**	6
5	1,050,000	**No**	**No**	**No**	**Yes**	**No**	6
TOTAL	5,250,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	New fleet is maintained by city staff as usual					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Newer vehicles require less maintenance than buses that have exceed their useful life.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. City of Santa Fe Transit Division provides transit service to the Community College District and links with the Rail Runner, North Central RTD and NMDOT Park and Ride.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Transit Division Directors will work to provide oversight of this project, Shirley Rodriguez, the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Approx. 70,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 055 **Priority:** High **ID:**32339

Project Title: Broadband Infrastructure **Class:** New **Type/Subtype:** Other - Other

Contact Name: Kevin Kellogg **Contact Phone:** 505-955-6213 **Contact E-mail:**

Total project cost: 800,000 **Proposed project start date:** January 2020

Project Location: 200 Lincoln Avenue Santa Fe NM 87501 **Latitude:** 35.412445 **Longitude:** -105.561821

Legislative Language: To plan, design, install and improve broadband access within the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: Fiber Optic telecommunication extension to former College of Santa Fe campus and The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	400,000	Yes	400,000	0	**07/2018**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		400,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	45,000	0	**0**	**0**	**0**	**0**	**45,000**
Construction	No	200,000	200,000	**200,000**	**0**	**0**	**0**	**600,000**
Furnishing/Equipment	No	155,000	0	**0**	**0**	**0**	**0**	**155,000**
TOTALS		400,000	200,000	**200,000**	**0**	**0**	**0**	**800,000**
Amount Not Yet Funded		400,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	O/E contract obligation of vendor

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Potentially, project will drive down internet service costs for users.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	Prime Vendor/Provider TBD	City of Santa Fe	City of Santa Fe	Prime Vendor/Provider TBD
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. ITT and Housing & Community Development Department would be project oversight. Shirley Rodriguez, city's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. City will share with New Mexico State Government via Department of ITT.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. High speed broadband access increases household income in the region. The increased

income and economic impact will benefit all citizens with the area; approximately 100,000.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 056 **Priority:** High **ID:**34724

Project Title: Public Safety Wireless Network **Class:** New **Type/Subtype:** Other - Other

Contact Name: Larry Worstell **Contact Phone:** 505-955-5580 **Contact E-mail:** lfworstell@santafenm.gov

Total project cost: 400,000 **Proposed project start date:** January 2020

Project Location: 2515 Camino Entrada Santa Fe NM 87501 **Latitude:** 35.635972 **Longitude:** -106.019916

Legislative Language: To plan, design, construct and equip a new Public Safety Wireless Network, plan to have high speed video and data channeled live to the Santa Fe Police Headquarters from several key locations in the City of Santa Fe, Santa Fe NM in the Santa Fe County

Scope of Work: Professional assessment, planning and design of the video and data transfer of this network to be completed in phase 1. Construction and Installation of key video and data network sites to be completed in 12 months as part of phase 2, Construction and Installation for remaining video and data network sites to be completed in 12 months as part of phase 3 in which The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	400,000	Yes	200,000	0	**01/2019**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		200,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	45,000	0	**0**	**0**	**0**	**0**	**45,000**
Construction	No	100,000	150,000	**50,000**	**0**	**0**	**0**	**300,000**
Furnishing/Equipment	No	55,000	0	**0**	**0**	**0**	**0**	**55,000**
TOTALS		200,000	150,000	**50,000**	**0**	**0**	**0**	**400,000**
	Amount Not Yet Funded	200,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	45,000	**Yes**	**Yes**	**Yes**	**Yes**	**No**	12
2	55,000	**No**	**No**	**Yes**	**Yes**	**No**	12
3	100,000	**No**	**No**	**Yes**	**Yes**	**No**	12
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	200,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?				**Yes**		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**150,000**	**125,000**	**125,000**	**0**	**0**	**400,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Video and large data transfers will be conducted on the City PS network instead of our Century Link network which will allow us to keep out bandwidth needs at a minimum and thus reduce costs.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Private businesses, Public Schools and County Public Safety

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe ITT Project Manager and Shirley Rodriguez the City's acting procurement officer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. approx. 100,000 citizens

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 057 **Priority:** High **ID:**36156

Project Title: Santa Fe Street Pavement Rehabilitation **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Javier Martinez **Contact Phone:** 505-955-2402 **Contact E-mail:** jamartinez@santafenm.gov

Total project cost: 10,000,000 **Proposed project start date:** January 2020

Project Location: 1142 Siler Road, Building A Santa Fe NM 87507 **Latitude:** 35.661317 **Longitude:** -105.996476

Legislative Language: To construct pavement rehabilitation projects on roadways across the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: To construct pavement rehabilitation projects on roadways across the City of Santa Fe, NM, in Santa Fe County. These activities may include milling and repaving, crack sealing, poly patching, roadway patching, curb and gutter and sidewalk reconstruction to meet ADA guidelines, restriping and signal loop installations. Roadways to include but not limited to: Osage, Palace, Placita de Oro, Candelario, Sandoval, Camino Carlos Rey, Alameda, Hopewell, Armenta, Don Diego, Luisa, Camino de Los Marquez, Buena Vista, Alta Vista, San Mateo, Fifth St, Paseo del Sol, Paseo del Sol West, Jaguar, Jemez, Henry Lynch, Zafarano, Camino de Los Arroyos, Richards Lane, Yucca, Sawmill.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	10,000,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	10,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	5,000,000	**5,000,000**	**0**	**0**	**0**	**10,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	5,000,000	**5,000,000**	**0**	**0**	**0**	**10,000,000**
	Amount Not Yet Funded	10,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:	Operating Expenses will be determined by COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New pavement will eliminate maintenance issues, and costs on these roads for the first 3 years. The maintenance on these roads will be significantly reduced between years 3 and 9.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. It will also benefit Santa Fe Public Schools as their buses utilize most of the roads.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 80,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 058 **Priority:** High **ID:**36162

Project Title: ADA Benches in Parks & Trails **Class:** Renovate/Repair **Type/Subtype:** Equipment - Other

Contact Name: Jennifer Romero **Contact Phone:** 505-955-4465 **Contact E-mail:** jcromero@satnafenm.gov

Total project cost: 50,000 **Proposed project start date:** July 2022

Project Location: 1027 Camino Carlos Rey Santa Fe NM 87501 **Latitude:** 40.741895 **Longitude:** -73.989308

Legislative Language: To plan, design and construct ADA benches in various parks and trails for the City of Santa Fe, Santa Fe, NM

Scope of Work: To provide planning, design and construction services for the placement of ADA accessible benches in parks and on trails, The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the Request for Proposal processes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	50,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	50,000	**0**	**0**	**0**	**0**	**50,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	50,000	**0**	**0**	**0**	**0**	**50,000**
	Amount Not Yet Funded	50,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	Operating Expenses will be determined by the COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator & Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 85,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 059 **Priority:** High **ID:**36170

Project Title: Municipal Court Improvements **Class:** Renovate/Repair **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Jacqueline Baca **Contact Phone:** 505-955-6054 **Contact E-mail:** jybaca@santafenm.gov

Total project cost: 1,639,000 **Proposed project start date:** July 2020

Project Location: 2511 Camino Entrada Santa Fe NM 87507 **Latitude:** 35.636337 **Longitude:** -106.020430

Legislative Language: To plan, design, construct, furnish and equip renovations to the Municipal Court for the City of Santa, NM, in Santa Fe County.

Scope of Work: Design and install security cameras to provide additional security for staff and public, install new roof, remodel exterior finishes including stucco and asphalt overlay in parking lot, replace HVAC units and exhaust fans and install automated controls, design and construct addition to expand records storage and increase office space, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	1,639,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,639,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	45,000	**16,000**	**104,000**	**0**	**0**	**165,000**
Construction	No	0	401,000	**142,000**	**931,000**	**0**	**0**	**1,474,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	446,000	**158,000**	**1,035,000**	**0**	**0**	**1,639,000**
	Amount Not Yet Funded	1,639,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	operating expenses will be determined by the COSF

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New HVAC equipment will be more efficient than existing units. New roof and exterior finishes will reduce maintenance issues, including interior leaks.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe PW Project Administrator & Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 80,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 060 **Priority:** High **ID:**36143

Project Title: Permanent Supportive Housing to End Homelessness **Class:** New **Type/Subtype:** Facilities - Other

Contact Name: Alexandra Ladd **Contact Phone:** 505-955-6346 **Contact E-mail:** agladd@santafenm.gov

Total project cost: 9,200,000 **Proposed project start date:** July 2020

Project Location: NA Santa Fe NM 87507 **Latitude:** 35.3940 **Longitude:** -105.5947

Legislative Language: To plan and design an existing rental property and renovate as a supportive housing facility to house homeless and below market renters and provide on-site services for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To plan and design a rental property, (100 units +), valued slightly below market rate (due to condition and obsolescence), and rehabilitate to current standards (also creates ripple neighborhood revitalization effect) so the facility accommodates ?property management plus? approach (providing services and resources on-site). Also provides direct link to the coordinated entry system, as per the Built for Zero Model. Financing model assumes impact equity is raised and a market rate occupancy of 50%, either through a master lease or leases with individual market rate renters. City funds fill the gap between revenues generated by rental subsidy and market rents (and other subsidy operating funds, such as HUD rental vouchers). We plan to invite contractors to participate in the City's secured Bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	4,820,000	Yes	0	0		Impact Equity
OTHER	3,380,000	Yes	0	0		Financing
LFUNDS	1,000,000	Yes	0	0		City of Santa Fe
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	9,200,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	No	0	8,000,000	**0**	**0**	**0**	**0**	**8,000,000**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	200,000	**0**	**0**	**0**	**0**	**200,000**
Construction	No	0	500,000	**0**	**0**	**0**	**0**	**500,000**
Furnishing/Equipment	No	0	500,000	**0**	**0**	**0**	**0**	**500,000**
TOTALS		0	9,200,000	**0**	**0**	**0**	**0**	**9,200,000**
	Amount Not Yet Funded	9,200,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating Expenses will be determined by the COSF

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	Community Solutions Partnership	City of Santa Fe	Private	Private	Private
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity. Project will benefit all of the City?s nonprofit partners who seek to serve the needs of homeless and those in danger of becoming homeless, in addition to the needs of below market renters.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City of Santa Fe Project Administrator & Shirley Rodriguez the City of Santa Fe Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Additional Housing within the City of Santa Fe

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 100,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 061 **Priority:** High **ID:**37523

Project Title: Pressure Release Valve SCADA Implementation **Class:** New **Type/Subtype:** Water - Other

Contact Name: Mike Moya **Contact Phone:** 505-955-4243 **Contact E-mail:** mrmoya@santafenm.gov

Total project cost: 750,000 **Proposed project start date:** July 2021

Project Location: 801W. San Mateo Santa Fe NM 87504 **Latitude:** 35.394272 **Longitude:** -105.574312

Legislative Language: To construct a new Supervisory Control and Data Acquisition (SCADA) system to existing water system Pressure Reducing Valves (PRVs) for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: Construct Pressure Reducing Valve (PRV) Supervisory Control and Data Acquisition (SCADA) upgrades or improvements to monitor, secure and control all PRV stations within the water system to proactively ensure that optimal flows and system pressures are maintained. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	150,000	**150,000**	**150,000**	**150,000**	**150,000**	**750,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	150,000	**150,000**	**150,000**	**150,000**	**150,000**	**750,000**
	Amount Not Yet Funded	750,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**No**	**No**	**Yes**	**No**	**No**	0
2	150,000	**No**	**No**	**Yes**	**No**	**No**	0
3	150,000	**No**	**No**	**Yes**	**No**	**No**	0
4	150,000	**No**	**No**	**Yes**	**No**	**No**	0
5	150,000	**No**	**No**	**Yes**	**No**	**No**	0
TOTAL	750,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	Design of this project is underway					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa FE	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe Project Manager and the City of Santa Fe Procurement Chief Officer will provide oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 062 **Priority:** High **ID:**37524

Project Title: Priority Line Replacements **Class:** New **Type/Subtype:** Water - Other

Contact Name: Bill Huey **Contact Phone:** 505-955-4273 **Contact E-mail:** bdhuey@santafenm.gov

Total project cost: 2,000,000 **Proposed project start date:** July 2021

Project Location: 801 W. San Mateo Santa Fe NM 87504 **Latitude:** 35.394272 **Longitude:** -105.572431

Legislative Language: To construct replacement water mains and large services for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: Construct replacement mains and large services that have reached the end of useful service life, are leaking or have a high breakage rate and have become too expensive to maintain. Work will also include replacing undersized water mains to alleviate low fire flows and increase system flow and pressure performance throughout the City. Work prioritization will be based on an evaluation of existing water main conditions and the planned road re-paving schedule. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	400,000	**400,000**	**400,000**	**400,000**	**400,000**	**2,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	400,000	**400,000**	**400,000**	**400,000**	**400,000**	**2,000,000**
	Amount Not Yet Funded	2,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	400,000	**No**	**No**	**Yes**	**No**	**No**	12
2	400,000	**No**	**No**	**Yes**	**No**	**No**	12
3	400,000	**No**	**No**	**Yes**	**No**	**No**	12
4	400,000	**No**	**No**	**Yes**	**No**	**No**	12
5	400,000	**No**	**No**	**Yes**	**No**	**No**	12
TOTAL	2,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Design of this project is underway

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The city of Santa Fe Project Manager and City's Chief Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 063 **Priority:** High **ID:**37525

Project Title: Tierra Contenta Trail Improvements **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: John Romero **Contact Phone:** 5059556638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 400,000 **Proposed project start date:** July 2022

Project Location: Tierra Contenta Subdivision Santa Fe NM 87501 **Latitude:** 35.630846 **Longitude:** -106.040358

Legislative Language: To construct a segment of trail system within the Tierra Contenta subdivision area in city of Santa Fe, within Santa Fe County.

Scope of Work: To construct a segment of trail system within the Tierra Contenta subdivision area. This project will improve the Tierra Contenta trail system.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	400,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	400,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	400,000	**0**	**0**	**0**	**0**	**400,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	400,000	**0**	**0**	**0**	**0**	**400,000**
	Amount Not Yet Funded	400,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department will provide project oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 064 **Priority:** High **ID:**37526

Project Title: Governor Miles Reconstruction **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 2,000,000 **Proposed project start date:**

Project Location: Governor Miles from Richard Ave to Nizhoni Drive Santa Fe NM 87501 **Latitude:** 35.627888 **Longitude:** -105.997393

Legislative Language: To plan, design, right-of-way acquisition and construct roadway reconstruction project on Governor Miles from Richards Ave to Nizhoni Drive in the city of Santa Fe within Santa Fe County.

Scope of Work: To plan, design, right-of-way acquisition and construct roadway reconstruction project on Governor Miles from Richards Ave to Nizhoni. The roadway will include 2 travel lanes, bicycle lanes, sidewalks, lighting and landscaping.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LBONDS	2,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	125,000	**0**	**0**	**0**	**0**	**125,000**
Construction	N/A	0	0	**1,750,000**	**0**	**0**	**0**	**1,750,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	250,000	**1,750,000**	**0**	**0**	**0**	**2,000,000**
	Amount Not Yet Funded	2,000,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	250,000	**Yes**	**Yes**	**No**	**No**	**Yes**	12
2	1,750,000	**No**	**No**	**Yes**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	2,000,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works Department / Engineering Division would provide project oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 065 **Priority:** High **ID:**33676

Project Title: Camino Entrada Intersection Improvements **Class:** New **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 1,709,300 **Proposed project start date:** May 2020

Project Location: Intersection of Camino Entrada and Wagon Rd Santa Fe NM 87507 **Latitude:** 35.6921348 **Longitude:** -105.939590454

Legislative Language: To plan, design, acquire right-of-way, construct a roundabout median and other street improvements in compliance with ADA of 1990 at the intersection of Camino Entrada and Wagon Road in the City of Santa Fe within the Santa Fe County.

Scope of Work: Plan, design and construct a roundabout and other street improvements at the intersection of Camino Entrada and Wagon Road. This work will include an engineering design of the roundabout, sidewalks, curb ramps, cross walks and lighting. Both preliminary and final design will be based on the NMDOT Standard Specifications for Highway and Bridge Construction, 2019 Edition. The work included in the engineering design would be: a) control survey; b) location survey; c) drainage analysis; d) lighting analysis; e) right-of-way review; f) permanent signing and pavement marking plans; g) quality control plan; h) traffic control plan; and i) construction cost estimate. Then after the design has been approved by NMDOT and all pertinent certifications and permits have been issued construction ensues. Public Works will hire a Construction Manager to oversee this project.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	1,144,585	Yes	1,144,585	131,001	**2019**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,144,585		1,144,585	131,001		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	261,924	0	**0**	**0**	**0**	**0**	**261,924**
Construction	No	882,661	564,715	**0**	**0**	**0**	**0**	**1,447,376**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		1,144,585	564,715	**0**	**0**	**0**	**0**	**1,709,300**
	Amount Not Yet Funded	564,715						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New construction doesn't require a lot of maintenance cost.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Camino Entrada will have to use the roundabout; even the tourists

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Works will hire a Construction Manager to oversee the completion of the project on budget/time.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. It will bring more traffic to private businesses located in & around the area.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. It will provide essential safety to approx 160,000 residents

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 066 **Priority:** High **ID:**37527

Project Title: Guadalupe St. Reconstruction Project **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: John Romero **Contact Phone:** 505-955-3368 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 8,526,758 **Proposed project start date:**

Project Location: Guadalupe St Santa Fe NM 87501 **Latitude:** 35.691312650 **Longitude:** -105.945420950

Legislative Language: To plan, design, acquire right-of-way, and construct street improvements on Guadalupe Street in City of Santa Fe, Santa Fe County.

Scope of Work: Plan, design, acquire right-of-way and construct street improvements on Guadalupe Street. The Scope of Work will include right-of-way acquisition, engineering design and construction of lane reduction, pedestrian improvements, bicycle improvements, signalized intersections improvements at West Alameda, San Francisco, Catron and Paseo de Peralta, lighting, storm drainage, new signing & striping. All services including right-of-way acquisition, engineering design and construction services and management will be procured through an RFP reviewed by City Procurement and NMDOT.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	320,400	Yes	320,400	0	**2018**	
LFUNDS	47,320	Yes	47,320	0	**2018**	
OTHER	3,735,000	Yes	3,735,000	0	**2019**	
DOT	415,000	Yes	415,000	0	**2019**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	4,517,720		4,517,720	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	42,720	155,243	**0**	**0**	**0**	**0**	**197,963**
Acquisition	N/A	0	191,284	**0**	**0**	**0**	**0**	**191,284**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	325,000	0	**0**	**0**	**0**	**0**	**325,000**
Construction	N/A	4,150,000	3,662,511	**0**	**0**	**0**	**0**	**7,812,511**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		4,517,720	4,009,038	**0**	**0**	**0**	**0**	**8,526,758**
	Amount Not Yet Funded	4,009,038						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. City procurement, NMDOT, project manager & construction manager.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain. here are lots of private businesses located along both sides of this street.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 067 **Priority:** High **ID:**37528

Project Title: St.Mikes Rail Trail Underpass Project **Class:** New **Type/Subtype:** Transportation - Bike/Pedestrian/Equestrian

Contact Name: John Romero **Contact Phone:** 505-955-6638 **Contact E-mail:** jjromero1@santafenm.gov

Total project cost: 3,784,999 **Proposed project start date:**

Project Location: Intersection of st. Michael Drive / Santa Fe Rail Crossing Santa Fe NM 87505 **Latitude:** 35.659053000 **Longitude:** -105.965595000

Legislative Language: To plan, design, acquire right-of-way and construct a pedestrian underpass at the intersection of St. Michael's Drive (NM 466) and NM Railroad Crossing and Santa Fe Rail Crossing in City of Santa Fe, Santa Fe County.

Scope of Work: To plan, design, acquire right-of-way and construct a pedestrian underpass at the intersection of St. Michael's Drive (NM466) and NM Railroad Crossing/ Santa Fe Rail Crossing. This project will involve the design and construction of a tunnel (i.e. large concrete box culvert or large corrugated metal pipe) under St. Michael?s Drive. The tunnel would be approximately 120? in length, 12? in width (accommodate pedestrian/bicycle traffic traveling in both directions) and a height of 10?. The depth of the structure beneath St. Michael?s Drive would be estimated to be 10? to avoid impacting any utilities (i.e. water, gas, sewer, storm sewer, cable, phone, etc.). Actual depth of the structure would need to be evaluated in greater detail based a detailed location survey and subsurface utility investigations. Approaches to the tunnel would be approximately 400? on the north end and 135? on the south end. The project will be designed by a registered professional engineer and construction services

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
OTHER	243,503	Yes	243,503	0	**2020**	
LFUNDS	41,496	Yes	41,496	0	**2020**	
OTHER	1,850,000	Yes	1,850,000	0	**2020**	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	2,134,999		2,134,999	0		

Infrastructure Capital Improvement Plan FY2022-2026

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	500,000	**0**	**0**	**0**	**0**	**500,000**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	284,999	0	**0**	**0**	**0**	**0**	**284,999**
Construction	N/A	1,850,000	1,150,000	**0**	**0**	**0**	**0**	**3,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		2,134,999	1,650,000	**0**	**0**	**0**	**0**	**3,784,999**
	Amount Not Yet Funded	1,650,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0

3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This is a pedestrian underpass that will be used by anyone, including the tourists.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Chief Financial Officer, NMDOT, Project Manager & Construction Manager

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. There are lots of commercial businesses located in that area.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 068 **Priority:** High **ID:**37529

Project Title: Railyard Park Irrigation System Upgrades **Class:** Renovate/Repair **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Jennifer Romero **Contact Phone:** 5059554465 **Contact E-mail:** jcromero@satnafenm.gov

Total project cost: 200,000 **Proposed project start date:** July 2022

Project Location: 740 Cerrillos Road Santa Fe NM 87505 **Latitude:** 35.6803 **Longitude:** -105.9503

Legislative Language: To plan, design, and construct irrigation upgrades at the Railyard Park for the City of Santa Fe in Santa Fe County.

Scope of Work: To plan, design and construct irrigation upgrades at the Railyard Park which serves citizens and visitors of Santa Fe. Upgrade antiquated system components including pumps, sprinkler heads, controllers, automate the system, etc.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	25,000	**0**	**0**	**0**	**0**	**25,000**
Design (Engr./Arch.)	N/A	0	75,000	**0**	**0**	**0**	**0**	**75,000**
Construction	N/A	0	0	**100,000**	**0**	**0**	**0**	**100,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	100,000	**100,000**	**0**	**0**	**0**	**200,000**
	Amount Not Yet Funded	200,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	**Yes**	**Yes**	**Yes**	**No**	**No**	12
2	100,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	200,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Yes, Project Manager & City of Santa Fe Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The Railyard Park attracts tourists and locals to the park daily, monthly & yearly

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**36157

Project Title: Santa Fe Pavement Rehabilitation **Class:** New **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: Javier Martinez **Contact Phone:** 5059552402 **Contact E-mail:** jamartinez@santafenm.gov

Total project cost: 10,000,000 **Proposed project start date:** July 2023

Project Location: 1142 Siler Road, Building A Santa Fe NM 87507 **Latitude:** 35.661317 **Longitude:** -105.996476

Legislative Language: To construct pavement rehabilitation projects on roadways across the City of Santa Fe, NM, in Santa Fe County.

Scope of Work: To construct pavement rehabilitation projects on roadways across the City of Santa Fe, NM, in Santa Fe County. These activities may include milling and repaving, crack sealing, poly patching, roadway patching, curb and gutter and sidewalk reconstruction to meet ADA guidelines, restriping and signal loop installations. Roadways to include but not limited to: Alameda, Camino Alire, Hickox, Paseo de Las Vistas, Gonzales, Pacheco, Devargas, Cordova, Old Pecos Trail, Espinacitas, Rufina, Center Drive, Center Place, Center Court, South Meadows, Agua Fria, Siringo, Rodeo Road, Rufina Circle. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in the process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	10,000,000	Yes	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	10,000,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	0	**0**	**5,000,000**	**5,000,000**	**0**	**10,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	0	**0**	**5,000,000**	**5,000,000**	**0**	**10,000,000**
	Amount Not Yet Funded	10,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	0

Has your local government/agency budgeted for operating expenses for the project when it is completed? **Yes**

If no, please explain why: operating expenses will be determined by the COSF

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings New pavement will eliminate maintenance issues, and costs on these roads for the first 3 years. The maintenance on these roads will be significantly reduced between years 3 and 9

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. It will also benefit Santa Fe Public Schools

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Santa Fe Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 80,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**36215

Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

Contact Name: Kyra Ochoa **Contact Phone:** 5059556603 **Contact E-mail:** krochoa@santafenm.gov

Total project cost: 5,000,000 **Proposed project start date:** December 2020

Project Location: County Club Rd Santa Fe NM 87585 **Latitude:** 35.62531 **Longitude:** -105.051106

Legislative Language: To plan, design and construct a new Senior Center building in the City of Santa Fe, NM in Santa Fe County

Scope of Work: To design, build and equip a new Senior Center building in which the Ctiy will follow the process to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	6,983,865	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,983,865		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	0	**5,000,000**	**0**	**0**	**0**	**5,000,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	0	**5,000,000**	**0**	**0**	**0**	**5,000,000**
	Amount Not Yet Funded	5,000,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	**No**	**No**	**No**	**No**	**No**	0
2	0	**No**	**No**	**No**	**No**	**No**	0
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	operating expenses will be determined by COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe City and Santa Fe County Senior Residents

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. city of Santa Fe Project Administrator and Shirley Rodriguez, the City's Procurement Officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Senior Center provides needed services for the City and County

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 10,000

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2023 003 **Priority:** High **ID:**32418

Project Title: Additional Filters for Tertiary Treatment **Class:** New **Type/Subtype:** Water - Wastewater

Contact Name: Alan MacGregor **Contact Phone:** 505-955-4637 **Contact E-mail:** asmacgregor@santafenm.gov

Total project cost: 1,300,000 **Proposed project start date:** July 2023

Project Location: 73 Paseo Real Santa Fe NM 87507 **Latitude:** 35.629845 **Longitude:** -106.086170

Legislative Language: To design and construct additional filtration units to Tertiary Treatment within the City of Santa Fe Wastewater Treatment Plant, for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To design and construct additional filtration units to Tertiary Treatment including electrical components / controls to remove nutrients from wastewater in the City of Santa Fe Wastewater Treatment Plant, in Santa Fe County. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**50,000**	**0**	**0**	**0**	**50,000**
Construction	No	0	0	**0**	**1,250,000**	**0**	**0**	**1,250,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	0	**50,000**	**1,250,000**	**0**	**0**	**1,300,000**
	Amount Not Yet Funded	1,300,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	50,000	**No**	**Yes**	**No**	**No**	**No**	12
2	1,250,000	**No**	**No**	**Yes**	**No**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,300,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**7,000**	**7,000**	**7,000**	**7,000**	**7,000**	**35,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe County

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Utilities Department will be in charge of oversight for this project, Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2023 004 **Priority:** High **ID:**32419

Project Title: Chemical Storage and Feed System Rehabilitation **Class:** Replace Existing **Type/Subtype:** Water - Wastewater

Contact Name: Stan Holland **Contact Phone:** 505-955-4637 **Contact E-mail:** tsholland@ci.santa-fe.nm.us

Total project cost: 725,000 **Proposed project start date:** July 2023

Project Location: 73 Paseo Real Santa Fe NM 87507 **Latitude:** 35.629845 **Longitude:** -106.086170

Legislative Language: To evaluate, design and install new equipment and modifications for the WWTP Chemical Storage and Feed System for the City of Santa Fe, Santa Fe, NM in Santa Fe County.

Scope of Work: To evaluate, design and install new equipment and modifications for the existing Chemical Storage and Feed System of the WWTP of the City of Santa Fe. The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**150,000**	**0**	**0**	**0**	**150,000**
Construction	No	0	0	**0**	**575,000**	**0**	**0**	**575,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	0	**150,000**	**575,000**	**0**	**0**	**725,000**
	Amount Not Yet Funded	725,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**No**	**Yes**	**No**	**No**	**No**	6
2	575,000	**No**	**No**	**Yes**	**No**	**No**	6
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	725,000						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe County

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Utilities Department will be in charge of oversight for this project; Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2024 001 **Priority:** High **ID:**32415

Project Title: Existing Digester Rehabilitation **Class:** Replace Existing **Type/Subtype:** Water - Wastewater

Contact Name: Stan Holland **Contact Phone:** 505-955-4637 **Contact E-mail:** tsholland@ci.santa-fe.nm.us

Total project cost: 1,750,000 **Proposed project start date:** July 2024

Project Location: 73 Paseo Real Santa Fe NM 87507 **Latitude:** 35.629845 **Longitude:** -106.086170

Legislative Language: To design and construct existing covers, mixers and electrical components for rehabilitation of the existing digesters within the Wastewater Treatment Plant of the City of Santa Fe, in Santa Fe County.

Scope of Work: Rehabilitate existing anaerobic digesters to include replacement of covers, concrete, piping, valving, pumps and electrical components, The process would be to procure the services via RFP of a planning and design consultant, once that Phase is complete, a RFB process would be procured to secure the services.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		**Legislative**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cost
	N/A							

Water Rights		0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**150,000**	**0**	**0**	**150,000**
Construction	No	0	0	**0**	**0**	**500,000**	**0**	**500,000**
Furnishing/Equipment	No	0	0	**0**	**0**	**1,100,000**	**0**	**1,100,000**
TOTALS		0	0	**0**	**150,000**	**1,600,000**	**0**	**1,750,000**
	Amount Not Yet Funded	1,750,000						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

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Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	150,000	**No**	**Yes**	**No**	**No**	**No**	12
2	1,600,000	**No**	**No**	**No**	**Yes**	**No**	12
3	0	**No**	**No**	**No**	**No**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,750,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**0**	**0**	**0**	**0**	**0**	**0**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Santa Fe County

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Public Utilities Department will be in charge of oversight of this project;Shirley Rodriguez the city's acting procurement officer

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

City of Santa Fe New Mexico
Memorandum

Date: August 10, 2020

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

Via: John Romero, Acting Public Works Director

From: Thomas Martinez, Director of Operations and Maintenance

RE: 2021 NCRTD Transit Plan

ITEM AND ISSUE:

North Central Regional Transit District (NCRTD): Approval of Resolution endorsing the NCRTD's FY2020 Budget and the City of Santa Fe's FY2021 Regional Transit Plan including a reimbursement to the City up to a FY 20 total of $778,776 for Transit Services.

BACKGROUND AND SUMMARY:

The North Central Regional Transit District (NCRTD) of which the City of Santa Fe is a member via a City of Santa Fe Resolution 2008-87 has identified funding in their FY 2020 budget proposal to keep the following transit services routes, operated b y the City, funded and running through FY 2020.

1. Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;
2. Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at South Capitol station;
3. Santa Fe Pick-Up Historic District Shuttle operations, providing shuttle service to and from the Rail Runner station at the Railyard and downtown destinations; and
4. Additional enhanced or "special service" provided to:
    a. accommodate visitors and residents alike;
    b. meet increased demand for Rail Runner transfers;
    c. Folk Art Market, Spanish Market, and Indian Market weekends; and
    d. annual community celebrations of Zozobra and the Canyon Road Farolito Walk; and

Via the attached Resolution 2020 -_ introduced b y Councilor Jamie Cassutt-Sanchez who sits on and is an active member of the NCRTD Board allows for the following:

- Endorses the NCRTD's FY2020 Budget Proposal;

- Approves the City of Santa Fe's FY2021 Regional Transit Plan;
- Directs staff to submit the City's Regional Transit Plan for FY 2021 to the NCRTD Board of Directors for consideration and approval; and
- Operationalizes the reimbursement to the City from NCRTD up to a FY 2020 total of $778,776 for above said transit services.

ACTION REQUESTED:

Approve the Resolution as presented.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2021 BUDGET PROPOSAL; APPROVING THE CITY OF SANTA FE'S FY2021 REGIONAL TRANSIT PLAN; AND DIRECTING STAFF TO SUBMIT THE CITY'S REGIONAL TRANSIT PLAN FOR FY2021 TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL.

WHEREAS, the North Central Regional Transit District ("NCRTD") was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, and Tesuque Pueblo; and

WHEREAS, NCRTD Resolution 2008-14 states that "in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District"; and

WHEREAS, as a result of City of Santa Fe Resolution 2008-87, the City of Santa Fe joined the NCRTD and soon thereafter expanded City delivered transit services to provide connecting

transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City's expanded services include:

1. Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;

2. Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at South Capitol station;

3. Santa Fe Pick-Up Historic District Shuttle operations, providing shuttle service to and from the Rail Runner station at the Railyard and downtown destinations; and

4. Additional enhanced or "special service" provided to:

   a. accommodate visitors and residents alike;

   b. meet increased demand for Rail Runner transfers;

   c. Folk Art Market, Spanish Market, and Indian Market weekends; and

   d. annual community celebrations of Zozobra and the Canyon Road Farolito Walk; and

WHEREAS, the existing services provided by Santa Fe Trails have been deemed to meet the definition of regional services as adopted by the NCRTD Board and incorporated into its financial policies as amended on November 4, 2011 by Board Resolution No. 2011-10; and

WHEREAS, the NCRTD has identified funding in their FY 2020 budget proposal to keep the aforementioned regional services, operated by the City, funded and running through FY 2020; and

WHEREAS, the NCRTD will reimburse the City for said regional transit services, upon receipt of invoices for service delivered, up to a FY 2020 total of $778,776 subject to budgetary restricts identified in its adopted FY 2020 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby endorses the proposed FY2020 NCRTD budget that continues to fund regional transit services provided by the City of Santa Fe on behalf of

the NCRTD, and that the aforementioned expanded services are approved as the City of Santa Fe Regional Transit Plan for FY 2020, and upon approval by the NCRTD Board of Directors, is incorporated in the NCRTD service plan.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the City of Santa Fe Regional Transit Plan for FY2020 to the NCRTD Board of Directors for consideration and approval.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/Resolutions/NCRTD Transit Plan

FIR No. 3274

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **NCRTD Transit Plan**

Sponsor(s): Councilor Cassutt-Sanchez

Reviewing Department(s): Public Works – Transit Division

Staff Completing FIR: Thomas Martinez Date: 8/7/20 Phone:

Reviewed by City Attorney: _____ Date: Aug 13, 2020

Reviewed by Finance Director: _____ Date: Aug 13, 2020

Summary:
The proposed Resolution endorses the FY2021 North Central Regional Transit District's budget allocation to the City of Santa Fe in the amount of up to $1,051,855, and approves the FY2021 City of Santa Fe Regional Transit Plan.

Departments Affected:
Public Works - Transit

Consequences of Not Enacting Legislation:
The NCRTD Board of Directors would not be informed as to the plan regarding the expenditure of regional transit tax revenues allocated for FY2021 to deliver regional transit service in and around City of Santa Fe. Approval of a transit plan is required in order for the City to seek reimbursement from NCRTD for services provided.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Approval of the FY2021 NCRTD service plan for the City of Santa Fe will allow continued operation of a number of transit services, currently in operation, that are funded through the regional transit tax dispersed by the NCRTD.

Approval of the FY2021 NCRTD service plan for the City of Santa Fe will allow continued operation of a number of transit services, currently in operation, that are funded through the regional transit tax dispersed by the NCRTD.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __2021	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$778,766	$	$	NR	
Total	$778,766	$	$		

Revenue Narrative:

Regional Transit GRT

NCRTD Transit Plan

Final Audit Report 2020-08-13

Created:	2020-08-13
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzAg6hZ9pVC8Y5rQQblVq4WpR_ci8Nvml

"NCRTD Transit Plan" History

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2020-08-13 - 10:32:24 PM GMT

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: August 7, 2020

TO: Planning Commission, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: _____
Elias Isaacson, Planning & Land Use Director
Jason M. Kluck, Assistant Planning & Land Use Director

Re: Land Use Fees

EXECUTIVE SUMMARY:

This primary objective of this proposal is to adopt new Sections 7-1.11 and 14-13 SFCC 1987, which would create a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public. The proposal includes related amendments to Section 7-3.3, which would remove the permit fee to move a building; amendments to Section 14-8, which would allow the Land Use Director to issue certain preliminary permits at the owner's risk; and amendments to Section 14-9.5, which would clarify the process for construction of public and quasi-public improvements prior to other aspects of development. Finally, the proposal would add a definition to Subsection 14-12.1 for "Site Restoration," which is needed to clarify other aspects of the proposal.

All proposed fees correlate with existing services provided by the Department, many of which are currently provided at no charge. The proposed new fees would offset the cost of providing these services. Some fees, such as the fee for "Exception to Historic Overlay", are proposed for reduction to more accurately reflect the actual staff time associated with evaluating the request. There are no new operating expenses associated with the proposed fee adjustment because staff members currently collect fees, and processing the new fees would require a nominal amount of additional staff time.

Mayor Webber is the legislative sponsor of these amendments. Under Section 14-3.3(A)(4), all amendments to the Land Use Code require a public hearing, review, and recommendation from the Planning Commission prior to consideration by the Governing Body.

(Elias Isaacson Planning and Land Use Director, esisaacson@santafenm.gov, 955-6370; and Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-6729)

City of Santa Fe, New Mexico

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JoAnne Vigil Coppler, District 4

EVALUATION CRITERIA:

Section 14-3.3, "Amendments to Text of Chapter 14," outlines the process for amending the text of the Land Use Code. To make a positive recommendation to the Governing Body, the Planning Commission must find that a text amendment meets the six criteria set forth in Section 14-3.3(B). The criteria are set forth below.

(1) compliance with law;
(2) consistency with the general plan;
(3) ***consistency with other policies adopted by the governing body;***
(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;
(5) consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
(6) consistency with any approved neighborhood conservation overlay districts.

RECOMMENDATION:

Because the proposal meets the above six criteria (where applicable), Staff recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments. Adopting new Sections 7-1.11 and 14-13 SFCC 1987 would create a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public. Adopting amendments related to Section 7-3.3 would remove the permit fee to move a building. Amendments to Section 14-8 would allow the Land Use Director to issue certain preliminary permits at the owner's risk. Amendments to Section 14-9.5 would clarify the process for construction of public and quasi-public improvements prior to other aspects of development. Finally, adoption of the proposal would add a definition to Subsection 14-12.1 for "Site Restoration," which is needed to clarify other aspects of the proposal.

ATTACHMENTS:

1. Proposed Text Amendments, including updated Fees Table
2. Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING NEW SECTIONS 7-1.11 AND 14-13 SFCC, ESTABLISHING A FEE SCHEDULE FOR SERVICES PROVIDED BY THE LAND USE DEPARTMENT; REPEALING SECTION 7-3.3, REGARDING THE PERMIT FEE TO MOVE A BUILDING; AMENDING SECTION 14-8 TO ALLOW THE LAND USE DIRETOR TO ISSUE CERTAIN PRELIMINARY PERMITS AT THE OWNER'S OWN RISK; AMENDING SECTION 14-9.5 TO CLARIFY THE PROCESS FOR CONSTRUCTING PUBLIC AND QUASI-PUBLIC IMPROVEMENTS PRIOR TO COMMENEMENT OF OTHER ASPECTS OF DEVELOPMENT; ADDING A DEFINTITION TO SUBSECTION 14-12.1 FOR "SITE RESTORATION"; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Section 7-1.3 of SFCC 1987 (being Ord. No. 2008-1 § 6) is amended to read:

7-1.3 Schedule of fees, charges, and expenses.

A. The governing body shall establish [~~by resolution~~] a schedule of fees for

underscored material = new [~~bracketed material~~] = delete

permits and other matters pertaining to this chapter. The schedule of fees shall be posted in the land use department and may be altered or amended only by the governing body after a noticed public hearing. No permit or approval required under this chapter shall be issued or granted unless and until such fees have been paid in full. The schedule of fees adopted by the governing body replaces fees adopted by the state of New Mexico construction industries division as set forth in the New Mexico Administrative Code.

B. The fees shall be reviewed as set forth in subsection 11-2.5 SFCC 1987.

Section 2. [NEW MATERIAL] A new Section 7-1.11 of SFCC 1987 is hereby adopted to read:

7-1.11 Permit Fees.

Fees for permits and other matters associated with Chapter 7 SFCC 1987 are established in Table 7-1.11-1 below.

Table 7-1.11-1

FEE TYPE	FEE	UNIT
BUILDING PERMIT ACTIVITIES		
Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	$500.00	Per Meeting
Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	$150.00	Per Meeting
Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	$60.00	Per Hour
Green Building Code - Early Consultation	$60.00	Per Consultation
Green Building Code - Building Permit Review (Residential)	$100.00	Per Permit
PV Solar (Commercial or Residential)	$100.00	Per Permit
Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	$60.00	Per Hour
Building Permit Extension	$100.00	Per Six Month Extension
Building Permit Revision (change information and reissue permit board)	$120.00	Per Revision
PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES		
Administrative Fee	$40.00	Each Permit
Construction Valuation of (rounded to nearest full dollar):		
$1 to $500	$25.00	

Administrative Fee	$40.00	Each Permit
Construction Valuation of:		
$1 to $500	$25.00	
$501 to $2,000	$25.35 for the first $500 plus $3.05 for each additional $100 or fraction thereof, up to and including $2000	
$2,001 to $25,000	$69.25 for the first $2001 plus $14 for each additional $1000 or fraction thereof, up to and including $25,000	
$25,001 to $50,000	$391.75 for the first $25,001 plus $10.10 for each additional $1000 or fraction thereof, up to and including $50,000	
$50,001 to $100,000	$643.75 for the first $50,001 plus $7 for each additional $1000 or fraction thereof, up to and including $100,000	
$100,001 to $275,000	$993.75 for the first $100,001 plus $5.93 for each additional $1000 or fraction thereof, up to and including $275,000	
$275,001 to $500,000	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000	
$500,001 to $1,000,000	$3518.37 for the first $500,000 plus $5.60 for each additional $1000 or fraction thereof, up to and including $1,000,000	
$1,000,001 and up	$5,893.37 for the first $1,000,001 plus $4.40 for each additional $1,000 or fraction thereof	

Signage Permit	$0.40/sq. ft. plus $45.00 review fee	Square Feet
Residential Plan Review	50% of Permit Fee	
Commercial Plan Review	75% of Permit Fee	
Plan Amendment Review Fee	$60/Hr (minimum 2 hours)	Hour
Demolition Permit Fee (Residential)	$40.00	Permit
Demolition Permit Fee (Commercial)	$60.00	Permit
Building Without a Permit	Double the original permit fee	Permit
Expedited Plan Review	Cost of preapproved third party plan review + 20% service charge for administration and other required review	Permit
ELECTRICAL PERMIT FEES		
Issuance of Electrical Permit (Commercial & Residential)	$40.00	Permit
Meter Loop New thru 100 AMP (Residential)	$45.00	Permit
150-200 AMP/panel thru 200 AMP (Residential)	$72.00	Permit
Over 200 AMP/Panel thru 320 AMP (Residential)	$99.00	Permit
Over 320 AMP/Panel thru 400 AMP (Residential)	$225.00	Permit
Over 400 AMP/Panel (Residential)	$360.00	Permit
Over 200 AMP/Panel thru 400 AMP (Commercial)	$225.00	Permit
Over 400 AMP/Panel thru 600 AMP (Commercial)	$270.00	Permit
Over 600 AMP/Panel thru 800 AMP (Commercial)	$360.00	Permit
Over 800 AMP/Panel thru 1000 AMP (Commercial)	$450.00	Permit
Over 1000 AMP/Panel thru 2000 AMP (Commercial)	$630.00	Permit
Over 2000 AMP/Panel (Commercial)	$900.00	Permit
Temporary Power Pole (Commercial & Residential)	$27.00	Permit
Mobile Home Service	$27.00	Permit
Customer-Owned Power Distribution	$45.00	Permit
Each Pole	$6.00	Permit
Per 100 feet of Underground Wiring	$6.00	Permit
Service Change Only/No outlets	$27.00	Permit
Low Voltage	$20.00	Unit
MECHANICAL PERMIT FEES		
Issuance of Mechanical Permit (Commercial & Residential)	$40.00	Permit
Ventilation System	$10.00	Permit
Central Furnace	$10.00	Permit
Wall Heater	$10.00	Permit

Refrigeration System	$10.00	Permit
Duct Work System	$10.00	Permit
Solar Space Heating System	$20.00	Permit
Combination Unit HVAC	$10.00	Permit
Chiller	$10.00	Permit
Cooling Tower	$10.00	Permit
Commercial Kitchen Hood	$10.00	Permit
Commercial Duct System	$10.00	Permit
Medical Gas System	$10.00	Permit
Mini Split Installation	$10.00	Permit
Gas Fireplace	$5.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit
Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	$8.50	Permit
Boiler Replacement or Repair	$8.50	Permit
PLUMBING PERMIT FEES		
Issuance of Plumbing/Gas Permit (Commercial & Residential)	$50.00	Permit
Exhaust Fan	$5.00	Permit
Water Distribution System	$5.00	Permit
Building Sewer	$5.00	Permit
Water Heater	$5.00	Permit
Each Swimming Pool	$50.00	Permit
Industrial Waste Interceptor/Trap & Vent	$10.00	Permit
Water Conditioner	$8.50	Permit
Evaporative Cooler	$10.00	Permit
Vacuum Breaker or Back Flow Device	$5.00	Permit
Gas Piping System	$5.00	Permit
Gas Appliance	$5.00	Permit
Gas Pipe Outlet	$4.00	Permit
Domestic Hot Water Solar Heating System	$10.00	Permit
Solar Space Heating System	$10.00	Permit
Sewage Ejector/Grinder	$5.00	Permit
Grease Trap/Interceptor	$5.00	Permit
Water Service Line	$5.00	Permit
Gas Yard Line	$5.00	Permit
Chilled Water Distribution System	$10.00	Permit
Roof Drainage System	$10.00	Permit
Hot Water Solar Potable System	$10.00	Permit

Gray Water System	$10.00	Permit
Sewer Yard Line	$10.00	Permit
Sewer Lateral	$10.00	Permit
Sewer Connection	$40.00	Permit
Line	$10.00	Permit
Lawn Sprinkler System	$13.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit

Section 3. Section 7-3.3 of SFCC 1987 (being Ord. No. 1983-26 § 3, as amended) is hereby repealed.

Section 4. Subsection 14-3.17(D) of SFCC 1987 (being Ord. No. 2011-37 § 3) is amended to read:

(D) **Process to File an Appeal**

(1) Filing Appeal; Form; Verification

The appellant shall file two copies of the written appeal with the *land use director*. The appeal shall be filed on a form provided for that purpose and shall be verified, signed by the appellant under oath and notarized.

(2) Receipt; Service of Appeal

The *land use director* shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail.

(3) Appeal Fee

(a) An appeal fee shall be paid at the time of filing an appeal.

(b) The *governing body* [~~shall establish by resolution a schedule of fees for appeals~~] has established a fee schedule for appeals as set forth in Table 14-13.1-1 SFCC 1987. The *land use director* may waive or reduce the

appeal fee if the *land use director* determines that the appellant would qualify for the *city's* utility fee poverty exemption set forth in Section 15-1.3 SFCC 1987 (Utility Billing - Poverty Exemption).

(4) Multiple Appeals and Multiple Jurisdictions

(a) An appellant may not appeal any single *final action* more than once.

(b) Every appeal requires an independent basis. *Final actions* may not be appealed solely on the basis of alleged mistakes in prior stages of the same project, whether or not the prior *final actions* were appealed.

(c) More than one appellant may file an appeal of a *final action*, and appellants may combine their appeals and share the appeal fee proportionally. All appeals of any single *final action* shall be consolidated for hearing purposes.

(d) Any review by the *governing body* of a planning commission decision under Section 14-2.2(A)(3) shall be combined with the hearing on an appeal of that decision.

(e) In the case of an appeal that includes *final actions* that fall under the jurisdiction of more than one *land use board*, the *land use director* shall determine the appropriate *land use board* to hear any particular issue on appeal, except as otherwise provided in this section.

(5) Withdrawal

An appellant may withdraw the appeal at any time. A withdrawal does not affect any related appeal. At any time after an appeal has been filed, an appellant and appellee may agree to settle any matters raised in the appeal and the appellant may withdraw the appeal; provided that such settlement complies with applicable code

requirements, including any conditions of approval of the *final action* being appealed.

(6) Conformity of Appeal

The *land use director* shall promptly review all appeals for conformity with the requirements of Section 14-3.17. Upon determining that an appeal does not conform to the requirements, the *land use director* shall refer the matter to the *city* attorney for review.

(a) If the *city* attorney concurs with the *land use director* 's determination, the *city* attorney's written recommendation shall be forwarded to the *governing body* for discussion. The *governing body* may accept the *city* attorney's written recommendation and the decision is final and may be appealed to district court. If the *governing body* does not accept the *city* attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.

(b) If the *city* attorney does not concur with the *land use director* 's determination, the appeal shall be heard as set forth Chapter 14.

(7) District Court Appeals

An appeal of a *final action* of the *governing body* or a *land use board*, or of an action of the *city* manager, the *city* attorney or the *land use director* that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule.

Section 5. [NEW MATERIAL] A new Section 14-13 of SFCC 1987 is hereby adopted to read:

Fees for permits and other matters associated with Chapter 14 SFCC 1987 are established in Table 14-13.1-1 below:

FEE TYPE	FEE	UNIT
CURRENT PLANNING ACTIVITIES		
Pre-application Meeting	$100.00	Per Meeting
Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	$150.00	Per Request
Zoning Compliance Letter/Form	$150.00	Per Letter/Form
Zoning Verification Letter	$75.00	Per Letter
Certificate of Compliance – Lot of Record (Administrative)	$150.00	Per Certificate
Certificate of Compliance - Lot of Record (Planning Commission)	$300.00	Per Certificate
Certificate of Compliance - Residential Condominium	$150.00	Per Statement
Administrative Development Plan Approval	$300.00	Per Request
ENN - Staff Attendance and Documentation of Meeting	$150.00	Per Meeting
Variance - Planning Commission - Without Development Plan or Plat	$750.00	Per Variance
Variance - Board of Adjustment	$300.00	Per Variance
Waiver - Planning Commission	$500.00	Per Waiver
Waiver - City Council (Utility Undergrounding)	$1,500.00	Per Waiver
Waiver - PW Director (Intersection Visibility)	$100.00	Per Waiver
Special or Conditional Use Permit	$1,000.00	Per Permit
Appeal (of LU Director Admin. Decision)	$200.00	Per Appeal
Appeal (of Land Use Board Decision)	$200.00	Per Appeal
Alternate Means of Compliance – (LU Director)	$150.00	Per Request
Alternate Means of Compliance - (Land Use Board)	$500.00	Per Request
Administrative Waiver - (Land Use Board)	$500.00	Per Request
Administrative Waiver – (Land Use Director)	$150.00	Per Request
Setback Affidavit	$150.00	Per Request
Innovative Road Standard	$300.00	Per Request
Applicant-requested Postponement of Land Use Board Hearing	$500.00	Per Postponement
Other Land Use Development Review (per hour)	$75.00	Per Hour
Code Amendment	$1,000.00	Each
Lot Splits	$400.00	Per Split
Lot Line Adjustment	$200.00	Each
Lot Consolidation	$200.00	Each
Dedication, Easement & Vacation Plats	$350.00	Each
Plan/Plat Amendment Administrative	$300.00	Each
Plan/Plat Amendment Planning Commission	$500.00	Each
Lease Agreement	$400.00	Each
License Agreement	$400.00	Each

License/Lease Agreement Renewal Fee	$75.00	Each
Large Public Notice Poster	$30.00	Each
Medium Public Notice Poster (Administrative Decision)	$25.00	Each
Small Public Notice Poster (Escarpment)	$10.00	Each
Annexation Application under 1 acre	$1,000.00	
Annexation Application 1-9.99 acres (first five acres)	$2,000.00	First Five Acres
Annexation Application (each additional acre after five)	$200.00	Each Additional Acre
Annexation Application 10-24.99 acres (first ten acres)	$3,000.00	First Ten Acres
Annexation Application 25 acres or more	$100.00	Each Additional Acre
General Plan Amendment Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres
General Plan Amendment Application (each additional acre after five)	$200.00	Each Additional Acre
General Plan Amendment Application 10 acres and above	$2,000.00	First Ten Acres
General Plan Amendment Application (each additional acre after ten)	$100.00	Each Additional Acre
Rezoning Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres
Rezoning Application (each additional acre after five)	$200.00	Each Additional Acre
Rezoning Application 10 acres or more	$2,000.00	First Ten Acres
Rezoning Application (each additional acre after ten)	$100.00	Each Additional Acre
ELECTRICAL FACILITIES		
Administratively Approved Application	$500.00	Application
Transmission Line	$2,000.00	Application
Distribution Line	$1,000.00	Application
Substation or Switching Station	$2,000.00	Application
DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)		
$0-$999	$350.00	
$1,000-$4,999	$600.00	

$0-$999	$350.00	
$5,000-$49,999	$1,100.00	
$50,000-$149,999	$1,500.00	
$150,000-$499,999	$2,500.00	
$500,000-$999,999	$5,000.00	
$1,000,000-$1,999,999	$7,000.00	
$2,000,000 and above	$10,000.00	
Each Additional Million after $2 Million	$1,000.00	
SUBDIVISIONS		
Subdivision Application 3-5 lots Prelim Plat	$400.00	Per plat
Subdivision Application 3-5 lots Final Plat	$400.00	Per plat
Subdivision Application 6+ lots Prelim Plat	$150.00	Per Lot After (5)
Subdivision Application 6+ lots Final Plat	$150.00	Per Lot After (5)
Family Transfer (6 lot max)	$150.00	Per Plat
TECHNICAL REVIEW ACTIVITIES		
Floodplain Determination Letter	$50.00	Per Request
Escarpment Pre-Submittal Meeting - New Construction	$75.00	Per Request
Escarpment Pre-Submittal Meeting - Addition/Remodel	$50.00	Per Request
Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	$25.00	Per Request
Escarpment - Site Visit	$75.00	Per Site visit
Escarpment - Alternate Siting	$500.00	Per Request
Prairie Dog Relocation Administration	$150.00	Per Request
Letter of Credit Initial Processing (includes closeout)	$300.00	Per Financial Guarantee
Letter of Credit Draw-Down Approval	$75.00	Per Drawdown
Cash Escrow Initial Processing (includes closeout)	$300.00	Per Escrow
Cash Escrow Draw-Down Approval	$75.00	Per Drawdown
Pre-Construction Meeting per the Infrastructure Completion Policy	$500.00	Meeting
Pre-application Advisory Inspections for G&D, Landscaping or ADA	$100.00	Per Inspection Request
Alternate Means of Compliance - Landscape Requirements	$75.00	Per Requirement (varied)
Alternate Means of Compliance - Grading and Drainage Requirements	$150.00	Per Requirement (varied)

GRADING PLAN REVIEW FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45.00	
1,001 to 10,000 cubic yards	$55.00	
10,001 to 100,000 cubic yards	$55.00 for the first 10,000 cubic yards, plus $27.00 for each additional 10,000 cubic yards or fraction thereof	
100,001 to 200,000 cubic yards	$295.00 for the first 100,000 cubic yards, plus $14.50 for each additional 10,000 cubic yards or fraction thereof	
200,001 cubic yards or more	$442.00 for the first 200,000 cubic yards, plus $8.50 for each additional 10,000 cubic yards or a fraction thereof	
GRADING PERMIT FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45 for the first 100 cubic yards, plus $19.25 for each additional 100 cubic yards or fraction thereof	
1,001 to 10,000 cubic yards	$214 for the first 1,000 cubic yards, plus $15.95 for each additional 1,000 cubic yards or fraction thereof	
10,001-100,000 cubic yards	$357 for the first 10,000 cubic yards, plus $72.00 for each additional	
100,001 cubic yards or more	$1,010 for the first 100,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or a fraction thereof	

WATER BUDGET ACTIVITIES		
Review Alternate Development Water Budget Proposal	$150.00	Per Request
HISTORIC AND ARCHAEOLOGICAL ACTIVITIES		
Historic Districts Pre-Application Meeting/Site Visit	$75.00	Per Request
Historic Districts Application Fee for Administrative Approval	$100.00	Per Request
Archaeological Review Application Fee for Public Hearing	$100.00	Per Request
Appeal to Archaeological Review Committee	$100.00	Per Appeal
Exception (if required)	$250.00	Each
Archaeological Clearance Permits (Existing)	$10.00	Per Construction Permit
Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	150% of Grading Permit Fee	
Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of $2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	150% of Grading Permit Fee	
Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	150% of Grading Permit Fee	
Medium Notice Poster	$25.00	Each
BUILDING CODE INSPECTION ACTIVITIES		
Home Occupation	Home Occupation	Home Occupation
Special Event Permit, Temporary Structures	$100.00	Per Permit
Noise Permit	$25.00	Per Permit
Itinerant Vendors	$150.00	Per Permit
Certificates of Occupancy Reissue (not for building permit)	$75.00	Per Certificate
Re-Inspection Fee (minimum 2 hours)	$60.00	Per Hour
Additional Inspection Fee (minimum 2 hours)	$60.00	Per Hour
After Hours Inspections Fee	$85.00	Per Hour
CODE ENFORCEMENT ACTIVITIES		
Temporary Use Permit (including filming of motion pictures)	$125.00	Per Permit
Short-Term Rental Application Fee	$100.00	Per Application
Short-Term Rental Renewal Late Fee	$50.00	Per Permit or Registration

Short-Term Rental Residential Permit Fee	$290.00	Per Permit Per Year
Short-Term Rental Business License Fee	$35.00	Annually
Short-Term Rental Resort Unit/Non-Residential/Commercial Registration Fee	$65.00	Per Registration Per Year
Short-Term Rental Renewal Late Fee	$50.00	Per Permit or Registration
HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)	$250 (min) - $2000 (max.)	Per Request
Medium Notice Poster	$25.00	Each

Section 6. Subsection 14-8.2(D)(2) of the Land Development Code (being Ord. No. 2011-37 § 10) is amended to read:

14-8.2 TERRAIN AND STORMWATER MANAGEMENT

(D) **Standards for All Grading**

(2) Grading

(a) *Grading* for *buildings* is limited to fifteen (15) feet beyond the outer edge of the *building* foundation, patio, *wall*, driveway, road, parking area or other constructed facility except as necessary:

(i) for the construction of stormwater runoff management measures in compliance with this Section 14-8.2; or

(ii) to accommodate required horizontal to vertical measurements for *cut* and *fill slopes*.

(b) Natural *slopes* thirty percent or greater shall remain undisturbed, except for arroyo crossings and for no more than three isolated occurrences of *sloped* areas where each individual disturbance shall not exceed one thousand (1,000) square feet, as approved by the *city engineer*. The *city engineer* may waive this provision, in writing, stating the reasons and basis for such approval, if evidence is provided by the *applicant* showing that

strict enforcement of this provision would prohibit access to the *lot* or placement of utilities. This provision applies solely to the construction of roads, driveways and utility placement and is not intended to allow *development* on natural *slopes* exceeding thirty percent. The other provisions of the escarpment overlay district ordinance and the terrain and stormwater management regulations shall remain in effect.

(c) Phasing for *grading* and clearing may be required by the *city engineer* on all sites where construction will not begin immediately after clearing and *grading*;

(d) A construction *permit* for *grading* for driveway construction shall not be issued unless the *city engineer* has first determined that the driveway provides access to a buildable area as defined in Subsection 14-8.2(D)(3) and that the *permit* complies with the requirements of Section 14-5.6 (Escarpment Overlay District); and

(e) All *grading* completed on the site shall conform to the approved *grading* plan.

(f) The *land use director* may grant an *application* submitted to the building division of the land use department for a preliminary clearing and grubbing *permit* or a limited *grading permit*, allowing for work authorized under such *permit* solely at the risk of the *owner* while an *application* for an associated *permit* for comprehensive grading and drainage or landscape and utilities is pending.

(g) Under emergency circumstances, the *land use director* may issue a *grading* at *owner*'s risk *permit* prior to the submission of an *application*. A *permit* issued under this subparagraph shall expire twelve (12) months after

issuance with no allowance for extensions.

Section 7. Subsection 14-9.5(B) of the Land Development Code (being Ord. No. 2013-16 § 60, as amended) is amended as follows:

14-9.5 INFRASTRUCTURE DEDICATION, COMPLETION, AND GUARANTEES

(B) Infrastructure Completion or Agreement to Construct Improvements Required

The developer must complete *public improvements* [~~or~~] *and quasi-public* [~~*infrastructure*~~] *improvements* required for any *development* [~~shall be completed by the developer~~] in accordance with plans approved by the *city* and must pass inspection prior to commencing other aspects of the *development*, or the developer must enter into an agreement with the *city* to construct improvements as described in Subsection 14-9.5(C). If the developer seeks to construct *public improvements and quasi-public improvements* without entering into an agreement to construct, the developer must first submit a financial guarantee based on an engineer's estimate for the cost of *site restoration* plus ten percent (10%) of the construction valuation, which shall be held until the end of the twelve-month warranty period. The *infrastructure* must be completed or the agreement to construct improvements must be executed prior to the earliest of the following:

(1) recording the *plat* for *development* that requires a subdivision *plat* other than a *plat* for a *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision*;

(2) recording or filing in *city* archives an approved *development* plan;

(3) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which a *plat* for an inheritance or *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision* is required; and

(4) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which no subdivision *plat* or *development* plan is required.

Section 8. Section 14-12.1 of the Land Development Code (being Ord. No.

2011-37, § 15, as amended) is amended to add the following definition:

SITE RESTORATION

The process of renewing, reclamation, and salvage of site features and ecosystems that have been altered, degraded, damaged, or destroyed by unauthorized or illegal activity to pre-development conditions or to other modified conditions as approved by the *city engineer*.

Section 9. Effective Date. This ordinance shall take effect on January 1, 2021.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Land Use Fees

FIR No. 3183

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Land Use Fees

Sponsor(s): Mayor Webber

Revie wing Department(s): Land Use Department

Staff Completing FIR: Eli Isaacson Date: 7/3/20 Phone: 955-6830

Revie wed by City Attorney: _____ Date: Aug 10, 2020

Revie wed by Finance Director: Mary McCoy Date: Aug 11, 2020

Summary:
The proposed Bill would adopt a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public.

Departments Affected:
Land Use Department.

Consequences of Not Enacting Legislation:
Not enacting the proposed Bill could result in a lack of awareness by the public of all applicable fees for a proposed project or activity, which are currently found in numerous separate resolutions.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill relates to another proposed Bill that ma ke s changes to the Short Term Rental regulations in Chapter 14.

Performance and Administrative Implications:
Adoption of this Bill would ensure the City is properly compensated for the services it provides the public.

Fiscal Implications:
The projected new revenue would be generated from adjustments to fees collected by the Land Use Department. All proposed fees correlate with existing services provided, the ma jority of which are provided currently for no charge. The proposed new fees would offset the co st of providing these services. In one instance, Exception to Historic Overlay, the fee is proposed to be reduced by $100/request to reflect mo re closely the actual staff time associated with evaluating the request. There are no expenses associated with the proposed fee adjustment because staff me mbers currently collect fees, and processing the new fees would require a nominal amount of additional staff time.

Fiscal Impact.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$551,725	$551,725	5$51,725	R	11001
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The estimated increase in fees as a result of the adoption of this Bill would be $551,725.

Land Use Fees

Final Audit Report 2020-08-11

Created:	2020-08-10
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1lzTBoJYYogupF2C_dhlw1l90CaxaVrQ

"Land Use Fees" History

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2020-08-11 - 6:05:33 PM GMT

	PROPOSED PLANNING & LAND USE FEES			
FEE STATUS	**FEE TYPE**	**FEE**	**UNIT**	**NOTES**
	(Table 1 in Ordinance)			
	BUILDING PERMIT ACTIVITIES			
NEW ITEM	Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	$500.00	Per Meeting	
NEW ITEM	Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	$150.00	Per Meeting	
CURRENT	Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	$60.00	Per Hour	
NEW ITEM	Green Building Code - Early Consultation	$60.00	Per Consultation	
CURRENT	Green Building Code - Building Permit Review (Residential)	$100.00	Per Permit	
FEE INCREASE	PV Solar (Commercial or Residential)	$100.00	Per Permit	Currently $40.00
FEE DECREASE	Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	$60.00	Per Hour	Fee reduction from 2 Hr. min. for any revision
NEW ITEM	Building Permit Extension	$100.00	Per Six Month Extension	
NEW ITEM	Building Permit Revision (change information and reissue permit board)	$120.00	Per Revision	
	PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES			
CURRENT	Administrative Fee	$40.00	Each	
	Construction Valuation of:			
CURRENT	$1 to $500	$25.00		
CURRENT	$501 to $2,000	$25.35 for the first $500 plus 3.05 for each additional $100 or fraction thereof, up to and including $2000		
CURRENT	$2,001 to $25,000	$69.25 for the first $2001 plus $14 for each additional $1000 or fraction thereof, up to and including $25,000		
CURRENT	$25,001 to $50,000	$391.75 for the first $25,001 plus $10.10 for each additional $1000 or fraction thereof, up to and including $50,000		
CURRENT	$50,001 to $100,000	$643.75 for the first $50,001 plus $7 for each additional $1000 or fraction thereof, up to and including $100,000		
CURRENT	$100,001 to $275,000	$993.75 for the first $100,001 plus $5.93 for each additional $1000 or fraction thereof, up to and including $275,000		
CURRENT	$275,001 to $500,000	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000		
CURRENT	$500,001 to $1,000,000	$3518.37 for the first $500,000 plus $5.60 for each additional $1000 or fraction thereof, up to and including $1,000,000		
CURRENT	$1,000,001 and up	$5,893.37 for the first $1,000,001 plus $4.40 for each additional $1,000 or fraction thereof		
CURRENT	Signage Permit	$0.40/sq.ft. plus $45.00 review fee	Square Feet	
CURRENT	Residential Plan Review	50% of Permit Fee		
CURRENT	Commercial Plan Review	75% of Permit Fee		
CURRENT	Plan Amendment Review Fee	$60/Hr (minimum 2 hours)	Hour	
CURRENT	Demolition Permit Fee (Residential)	$40.00	Permit	
CURRENT	Demolition Permit Fee (Commercial)	$60.00	Permit	
CURRENT	Building Without a Permit	Double the original permit fee	Permit	
NEW ITEM	Expedited Plan Review	Cost of preapproved third party plan review + 20% service charge for administration and other required review	Permit	RFP and procurement approval needed with assocated budget availability and approval.
	ELECTRICAL PERMIT FEES			
CURRENT	Issuance of Electrical Permit (Commercial & Residential)	$40.00	Permit	
CURRENT	Meter Loop New thru 100 AMP (Residential)	$45.00	Permit	

CURRENT	150-200 AMP/panel thru 200 AMP (Residential)	$72.00	Permit	
CURRENT	Over 200 AMP/Panel thru 320 AMP (Residential)	$99.00	Permit	
CURRENT	Over 320 AMP/Panel thru 400 AMP (Residential)	$225.00	Permit	
CURRENT	Over 400 AMP/Panel (Residential)	$360.00	Permit	
CURRENT	Over 200 AMP/Panel thru 400 AMP (Commercial)	$225.00	Permit	
CURRENT	Over 400 AMP/Panel thru 600 AMP (Commercial)	$270.00	Permit	
CURRENT	Over 600 AMP/Panel thru 800 AMP (Commercial)	$360.00	Permit	
CURRENT	Over 800 AMP/Panel thru 1000 AMP (Commercial)	$450.00	Permit	
CURRENT	Over 1000 AMP/Panel thru 2000 AMP (Commercial)	$630.00	Permit	
CURRENT	Over 2000 AMP/Panel (Commercial)	$900.00	Permit	
CURRENT	Temporary Power Pole (Commercial & Residential)	$27.00	Permit	
CURRENT	Mobile Home Service	$27.00	Permit	
CURRENT	Customer-Owned Power Distribution	$45.00	Permit	
CURRENT	Each Pole	$6.00	Permit	
CURRENT	Per 100 feet of Underground Wiring	$6.00	Permit	
CURRENT	Service Change Only/No outlets	$27.00	Permit	
CURRENT	Low Voltage	$20.00	Unit	
	MECHANICAL PERMIT FEES			
CURRENT	Issuance of Mechanical Permit (Commercial & Residential)	$40.00	Permit	
CURRENT	Ventilation System	$10.00	Permit	
CURRENT	Central Furnace	$10.00	Permit	
CURRENT	Wall Heater	$10.00	Permit	
CURRENT	Refrigeration System	$10.00	Permit	
CURRENT	Duct Work System	$10.00	Permit	
CURRENT	Solar Space Heating System	$20.00	Permit	
CURRENT	Combination Unit HVAC	$10.00	Permit	
CURRENT	Chiller	$10.00	Permit	
CURRENT	Cooling Tower	$10.00	Permit	
CURRENT	Commercial Kitchen Hood	$10.00	Permit	
CURRENT	Commercial Duct System	$10.00	Permit	
CURRENT	Medical Gas System	$10.00	Permit	
CURRENT	Mini Split Installation	$10.00	Permit	
CURRENT	Gas Fireplace	$5.00	Permit	
CURRENT	Temporary Gas	$10.00	Permit	
CURRENT	Temporary Heat	$10.00	Permit	
CURRENT	Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	$8.50	Permit	
CURRENT	Boiler Replacement or Repair	$8.50	Permit	
	PLUMBING PERMIT FEES			
CURRENT	Issuance of Plumbing/Gas Permit (Commercial & Residential)	$50.00	Permit	
CURRENT	Exhaust Fan	$5.00	Permit	
CURRENT	Water Distribution System	$5.00	Permit	
CURRENT	Building Sewer	$5.00	Permit	
CURRENT	Water Heater	$5.00	Permit	
CURRENT	Each Swimming Pool	$50.00	Permit	
CURRENT	Industrial Waste Interceptor/Trap & Vent	$10.00	Permit	
CURRENT	Water Conditioner	$8.50	Permit	
CURRENT	Evaporative Cooler	$10.00	Permit	
CURRENT	Vacuum Breaker or Back Flow Device	$5.00	Permit	
CURRENT	Gas Piping System	$5.00	Permit	
CURRENT	Gas Appliance	$5.00	Permit	
CURRENT	Gas Pipe Outlet	$4.00	Permit	
CURRENT	Domestic Hot Water Solar Heating System	$10.00	Permit	
CURRENT	Solar Space Heating System	$10.00	Permit	

CURRENT	Sewage Ejector/Grinder	$5.00	Permit	
CURRENT	Grease Trap/Interceptor	$5.00	Permit	
CURRENT	Water Service Line	$5.00	Permit	
CURRENT	Gas Yard Line	$5.00	Permit	
CURRENT	Chilled Water Distribution System	$10.00	Permit	
CURRENT	Roof Drainage System	$10.00	Permit	
CURRENT	Hot Water Solar Potable System	$10.00	Permit	
CURRENT	Gray Water System	$10.00	Permit	
CURRENT	Sewer Lateral	$10.00	Permit	
CURRENT	Sewer Connection	$40.00	Permit	
CURRENT	Sewer Yard Line	$10.00	Permit	
CURRENT	Line	$10.00	Permit	
CURRENT	Lawn Sprinkler System	$13.00	Permit	
CURRENT	Temporary Gas	$10.00	Permit	
CURRENT	Temporary Heat	$10.00	Permit	
	(Table 2 in Ordinance)			
	CURRENT PLANNING ACTIVITIES			
NEW ITEM	Pre-application Meeting	$100.00	Per Meeting	
NEW ITEM	Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	$150.00	Per Request	
NEW ITEM	Zoning Compliance Letter/Form	$150.00	Per Letter/Form	
NEW ITEM	Zoning Verification Letter	$75.00	Per Letter	
NEW ITEM	Certificate of Compliance – Lot of Record (Administrative)	$150.00	Per Certificate	
NEW ITEM	Certificate of Compliance - Lot of Record (Planning Commission)	$300.00	Per Certificate	
NEW ITEM	Certificate of Compliance - Residential Condominium	$150.00	Per Statement	
CURRENT	Administrative Development Plan Approval	$300.00	Per Request	
NEW ITEM	ENN - Staff Attendance and Documentation of Meeting	$150.00	Per Meeting	
FEE INCREASE	Variance - Planning Commission - Without Development Plan or Plat	$750.00	Per Variance	Currently $500
FEE INCREASE	Variance - Board of Adjustment	$300.00	Per Variance	Currently $250
NEW ITEM	Waiver - Planning Commission	$500.00	Per Waiver	
NEW ITEM	Waiver - City Council (Utility Undergrounding)	$1,500.00	Per Waiver	
NEW ITEM	Waiver - PW Director (Intersection Visibility)	$100.00	Per Waiver	
FEE INCREASE	Special or Conditional Use Permit	$1,000.00	Per Permit	Currently $350
FEE INCREASE	Appeal (of LU Director Admin. Decision)	$200.00	Per Appeal	Currently $100
FEE INCREASE	Appeal (of Land Use Board Decision)	$200.00	Per Appeal	Currently $100
NEW ITEM	Alternate Means of Compliance – (LU Director)	$150.00	Per Request	
NEW ITEM	Alternate Means of Compliance - (Land Use Board)	$500.00	Per Request	
NEW ITEM	Administrative Waiver - (Land Use Board)	$500.00	Per Request	
NEW ITEM	Administrative Waiver – (Land Use Director)	$150.00	Per Request	
NEW ITEM	Setback Affidavit	$150.00	Per Request	
NEW ITEM	Innovative Road Standard	$300.00	Per Request	
NEW ITEM	Applicant-requested Postponement of Land Use Board Hearing	$500.00	Per Postponement	
FEE INCREASE	Other Land Use Development Review (per hour)	$75.00	Per Hour	Currently $50
FEE INCREASE	Code Amendment	$1,000.00	Each	Currently $500
FEE INCREASE	Lot Splits	$400.00	Per Split	Currently $250
CURRENT	Lot Line Adjustment	$200.00	Each	
CURRENT	Lot Consolidation	$200.00	Each	
CURRENT	Dedication, Easement & Vacation Plats	$350.00	Each	
CURRENT	Plan/Plat Amendment Administrative	$300.00	Each	
CURRENT	Plan/Plat Amendment Planning Commission	$500.00	Each	
CURRENT	Lease Agreement	$400.00	Each	
CURRENT	License Agreement	$400.00	Each	
CURRENT	License/Lease Agreement Renewal Fee	$75.00	Each	

CURRENT	Large Public Notice Poster	$30.00	Each	
NEW ITEM	Medium Public Notice Poster (Administrative Decision)	$25.00	Each	
NEW ITEM	Small Public Notice Poster (Escarpment)	$10.00	Each	
CURRENT	Annexation Application under 1 acre	$1,000.00		
CURRENT	Annexation Application 1-9.99 acres (first five acres)	$2,000.00	First Five Acres	
CURRENT	Annexation Application (each additional acre after five)	$200.00	Each Additional Acre	
CURRENT	Annexation Application 10-24.99 acres (first ten acres)	$3,000.00	First Ten Acres	
CURRENT	Annexation Application 25 acres or more	$100.00	Each Additional Acre	
CURRENT	General Plan Amendment Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres	
CURRENT	General Plan Amendment Application (each additional acre after five)	$200.00	Each Additional Acre	
CURRENT	General Plan Amendment Application 10 acres and above	$2,000.00	First Ten Acres	
CURRENT	General Plan Amendment Application (each additional acre after ten)	$100.00	Each Additional Acre	
CURRENT	Rezoning Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres	
CURRENT	Rezoning Application (each additional acre after five)	$200.00	Each Additional Acre	
CURRENT	Rezoning Application 10 acres or more	$2,000.00	First Ten Acres	
CURRENT	Rezoning Application (each additional acre after ten)	$100.00	Each Additional Acre	
	ELECTRICAL FACILITIES			
NEW ITEM	Administratively Approved Application	$500.00	Application	
NEW ITEM	Transmission Line	$2,000.00	Application	
NEW ITEM	Distribution Line	$1,000.00	Application	
NEW ITEM	Substation or Switching Station	$2,000.00	Application	
	DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)			
CURRENT	$0-$999	$350.00		
CURRENT	$1,000-$4,999	$600.00		
CURRENT	$5,000-$49,999	$1,100.00		
CURRENT	$50,000-$149,999	$1,500.00		
CURRENT	$150,000-$499,999	$2,500.00		
CURRENT	$500,000-$999,999	$5,000.00		
CURRENT	$1,000,000-$1,999,999	$7,000.00		
CURRENT	$2,000,000 and above	$10,000.00		
CURRENT	Each Additional Million after $2 Million	$1,000.00		
	SUBDIVISIONS			
CURRENT	Subdivision Application 3-5 lots Prelim Plat	$400.00	Per plat	
CURRENT	Subdivision Application 3-5 lots Final Plat	$400.00	Per plat	
CURRENT	Subdivision Application 6+ lots Prelim Plat	$150.00	Per Lot After (5)	
FEE DECREASE	Subdivision Application 6+ lots Final Plat	$150.00	Per Lot After (5)	Currently $200
CURRENT	Family Transfer (6 lot max)	$150.00	Per Plat	
	TECHNICAL REVIEW ACTIVITIES			
NEW ITEM	Floodplain Determination Letter	$50.00	Per Request	
NEW ITEM	Escarpment Pre-Submittal Meeting - New Construction	$75.00	Per Request	
NEW ITEM	Escarpment Pre-Submittal Meeting - Addition/Remodel	$50.00	Per Request	
NEW ITEM	Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	$25.00	Per Request	
NEW ITEM	Escarpment - Site Visit	$75.00	Per Site visit	
NEW ITEM	Escarpment - Alternate Siting	$500.00	Per Request	
NEW ITEM	Prairie Dog Relocation Administration	$150.00	Per Request	
NEW ITEM	Letter of Credit Initial Processing (includes closeout)	$300.00	Per Financial Guarantee	
NEW ITEM	Letter of Credit Draw-Down Approval	$75.00	Per Drawdown	
NEW ITEM	Cash Escrow Initial Processing (includes closeout)	$300.00	Per Escrow	
NEW ITEM	Cash Escrow Draw-Down Approval	$75.00	Per Drawdown	
NEW ITEM	Pre-Construction Meeting per the Infrastructure Completion Policy	$500.00	Meeting	
NEW ITEM	Pre-application Advisory Inspections for G&D, Landscaping or ADA	$100.00	Per Inspection Request	
NEW ITEM	Alternate Means of Compliance - Landscape Requirements	$75.00	Per Requirement (varied)	

NEW ITEM	Alternate Means of Compliance - Grading and Drainage Requirements	$150.00	Per Requirement (varied)	
	GRADING PLAN REVIEW FEES			
CURRENT	50 cubic yards or less	$14.00		
CURRENT	51 to 100 cubic yards	$27.00		
CURRENT	101 to 1,000 cubic yards	$45.00		
CURRENT	1,001 to 10,000 cubic yards	$55.00		
CURRENT	10,001 to 100,000 cubic yards	$55.00 for the first 10,000 cubic yards, plus $27.00 for each additional 10,000 cubic yards or fraction thereof		
CURRENT	100,001 to 200,000 cubic yards	$295.00 for the first 100,000 cubic yards, plus $14.50 for each additional 10,000 cubic yards or fraction thereof		
CURRENT	200,001 cubic yards or more	$442.00 for the first 200,000 cubic yards, plus $8.50 for each additional 10,000 cubic yards or a fraction thereof		
	GRADING PERMIT FEES			
CURRENT	50 cubic yards or less	$27.00		
CURRENT	51 to 100 cubic yards	$45.00		
CURRENT	101 to 1,000 cubic yards	$45 for the first 100 cubic yards, plus $19.25 for each additional 100 cubic yards or fraction thereof		
CURRENT	1,001 to 10,000 cubic yards	$214 for the first 1,000 cubic yards, plus $15.95 for each additional 1,000 cubic yards or fraction thereof		
CURRENT	10,001-100,000 cubic yards	$357 for the first 10,000 cubic yards, plus $72.00 for each additional		
CURRENT	100,001 cubic yards or more	$1,010 for the first 100,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or a fraction thereof		
NEW ITEM	Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	150% of Grading Permit Fee		
NEW ITEM	Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of $2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	150% of Grading Permit Fee		
NEW ITEM	Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	150% of Grading Permit Fee		
	WATER BUDGET ACTIVITIES			
NEW ITEM	Review Alternate Development Water Budget Proposal	$150.00	Per Request	
	HISTORIC AND ARCHAEOLOGICAL ACTIVITIES			
NEW ITEM	Historic Districts Pre-Application Meeting/Site Visit	$75.00	Per Request	
NEW ITEM	Historic Districts Application Fee for Administrative Approval	$100.00	Per Request	
NEW ITEM	Archaeological Review Application Fee for Public Hearing	$100.00	Per Request	
NEW ITEM	Appeal to Archaeological Review Committee	$100.00	Per Appeal	
FEE DECREASE	Exception (if required)	$250.00	Each	Currently $350
CURRENT	Archaeological Clearance Permits (Existing)	$10.00	Per Construction Permit	
CURRENT	HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)	$250 (min) - $2000 (max.)	Per Request	
CURRENT	Medium Notice Poster	$25.00	Each	
	BUILDING CODE INSPECTION ACTIVITIES			
NEW ITEM	Home Occupation	$175.00	Per Application	
FEE INCREASE	Special Event Permit, Temporary Structures	$100.00	Per Permit	Currently $35
NEW ITEM	Noise Permit	$25.00	Per Permit	
FEE INCREASE	Itinerant Vendors	$150.00	Per Permit	Curently $10 per booth or $75 for mobile vendor
NEW ITEM	Certificates of Occupancy Reissue (not for building permit)	$75.00	Per Certificate	
CURRENT	Re-Inspection Fee (minimum 2 hours)	$60.00	Per Hour	
CURRENT	Additional Inspection Fee (minimum 2 hours)	$60.00	Per Hour	
CURRENT	After Hours Inspections Fee	$85.00	Per Hour	
	CODE ENFORCEMENT ACTIVITIES			

CURRENT	Temporary Use Permit (including filming of motion pictures)	$125.00	Per Permit	
CURRENT	Short-Term Rental Application Fee	$100.00	Per Application	
CURRENT	Short-Term Rental Residential Permit Fee	$290.00	Per Permit Per Year	
CURRENT	Short-Term Rental Business License Fee	$35.00	Annually	
CURRENT	Short-Term Rental Resort Unit/Non-Residential/Commercial Registration Fee	$65.00	Per Registration Per Year	
CURRENT	Short-Term Rental Renewal Late Fee	$50.00	Per Permit or Registration	

City of Santa Fe New Mexico
Memorandum

Date: July 30, 2020

To: Governing Bod y, Planning Commission, Public Works and Utilities Committee, Quality of Life Committee

From: Elias Is aacson, AICP ESI
Planning and Land Use Director

RE: Commissary Kitchens Bill

ITEM AND ISSUE:

The proposed Bill adds a definition for "Commissary Kitchen" to the Santa Fe City Code (SFCC) Section 14-12.1 and amends the Permitted Use Table in SFCC Section 14-6.1 (Table 14-6.1-1) to include commissary kitchens as a permitted use, while also requiring a special use permit in a C-1 zoning district if the commissary kitchen would be located within 200' of a residentially zoned property.

BACKGROUND AND SUMMARY:

This Bill is a result of a community request to allow commissary kitchens in C-1 districts.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill

Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

AN ORDINANCE

AMENDING THE TABLE OF PERMITTED USES IN SECTION 14-6.1(C) SFCC 1987 TO INCLUDE COMMISSARY KITCHENS AS A PERMITTED USE REQUIRING A SPECIAL USE PERMIT IN C-1 ZONING DISTRICTS; AND AMENDING SECTION 14-12.1 TO ADD THE DEFINITION OF COMMISSARY KITCHENS.

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

Section 1. Table 14-6.1-1 of the Land Development Code (being Ord. No. 2012-37, § 2, as amended) is amended to add the following permitted uses:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs
COMMERCIAL																						
Food and Beverages																						
Bar, cocktail lounge, nightclub, no outdoor entertainment								S 3,10	S[3]		P*			P	P	P		P*	P*	P*	P[2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S 3,10	S[3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant – full service, with or without incidental alcohol service								S 3,10	S[3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area								S 3,10	S[3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant – Fast service/take-out, no drive-through/drive-up								S 3,10		P[4]	P	P[4]		P	P	P	S	P	P	P	P	
Restaurant – with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	
Commissary kitchen										P*												

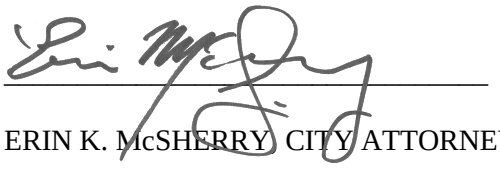
Section 2. Section 14-12.1 of SFCC 1987 (being Ord. No. 2011-37, § 15 as amended) is amended to add the following definitions:

14-12.1 DEFINITIONS

COMMISSARY KITCHEN

A food preparation facility leased by or licensed to food service providers or food product manufacturers for commercial production of meals and food products; loading and unloading of supplies, ingredients, food, and products produced at the facility; and for related services, including, but not limited to, storage of food and ingredients, education and training, the promotion of food service providers, food manufacturers, and food and products produced by them; leasing of food preparation equipment for use off-site; consumption of food and beverages at the facility not open to the general public; and sale and promotion of food products produced at the facility.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Commissary Kitchens

FIR No. 3264

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Commissary Kitchens

Sponsor(s): Councilors Lindell and Villarreal

Revie wing Department(s): Land Use

Staff Completing FIR: Elias Isaacson Date: 7/2/20 Phone: 955-6730

Revie wed by City Attorney: _____ Date: Aug 3, 2020

Revie wed by Finance Director: Mary McCoy Date: Aug 4, 2020

Summary:
The purpose of the text amendment (bill) is to add a definitio n for "COMMISSARY KITCHEN" to Section 14-12.1 and to update the Permitted Use Table to allow COMMISSARRY KITCHENS in C- 1 zoning districts. The asterisks next to the "P" in the permitted uses table indicates that Commissary Kitchens within 200 feet of a residential zone will require a Special Use Permit.

Departments Affected:
Land Use Department

Consequences of Not Enacting Legislation:
Commissary Kitchens would not be allowed in C- 1 zoning districts.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The mo st positive impact is allowing these commercial business to operate in the C-1 zone. There is little negative impact to the surrounding neighborhoods. A Special Use Permit will be required for Commissary Kitchens within 200 feet of a residential district.

Fiscal Implications:
There are no direct fiscal impacts to this legislation.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Commissary Kitchens (For Signature)

Final Audit Report 2020-08-05

Created:	2020-08-03
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc-rR1tfDuSFNmd_iC9-N7VQ7emjHfOIK

"Commissary Kitchens (For Signature)" History

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2020-08-03 - 10:34:42 PM GMT

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Signature Date: 2020-08-05 - 0:19:39 AM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to sapaez@santafenm.gov, Erin McSherry (ekmcsherry@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), esisaacson@santafenm.gov, and 1 more
2020-08-05 - 0:19:39 AM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **August 28, 2020**

TO: **Governing Body and Public Works Committee**

VIA: **Rich Brown, Director of Office of Economic Development** RB

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

RE: **Santa Fe Recovery Center Lease Amendment #2**

ITEM AND ISSUE:
Request for the Approval of Amendment #2 to Lease Agreement #18-0935 By and Between the City of Santa Fe and Santa Fe Recovery Center, Inc. to Amend Provision of Agreement to expand the premises to allow for additional beds for recovery program participants; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491).

BACKGROUND AND SUMMARY:
The City leases Student Apartments and a portion of King Hall, a residential dormitory on the site of the former Santa Fe University of Art and Design, located 1600 St Michael's Drive. The Recovery Center leases twenty-four 625 square-feet, two (2) bedroom apartments and 9,150 square-feet of King Hall; used as a community rooms, medical offices, extended residential recovery and recovery housing programs.

The changes to the lease include the addition of approximately 6,000 additional square-feet through October 31, 2020. On November 1, 2020, the lease allows for a reduction in the space used by 3,458 square feet to allow for additional beds for recovery program participants. The rent due to the City shall increase to $35,255.16 through October 31, 2020 and shall then reduce to $31,312.38 for the remainder of the term.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202105

ACTION REQUESTED:
Please approve this lease amendment with the Santa Fe Recovery Center granting an extension of their premises within King Hall at Midtown Santa Fe.

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this _____ day of _____, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. PREMISES

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing, Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. RENT

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents **($35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents **($31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar
_____
ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL
AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

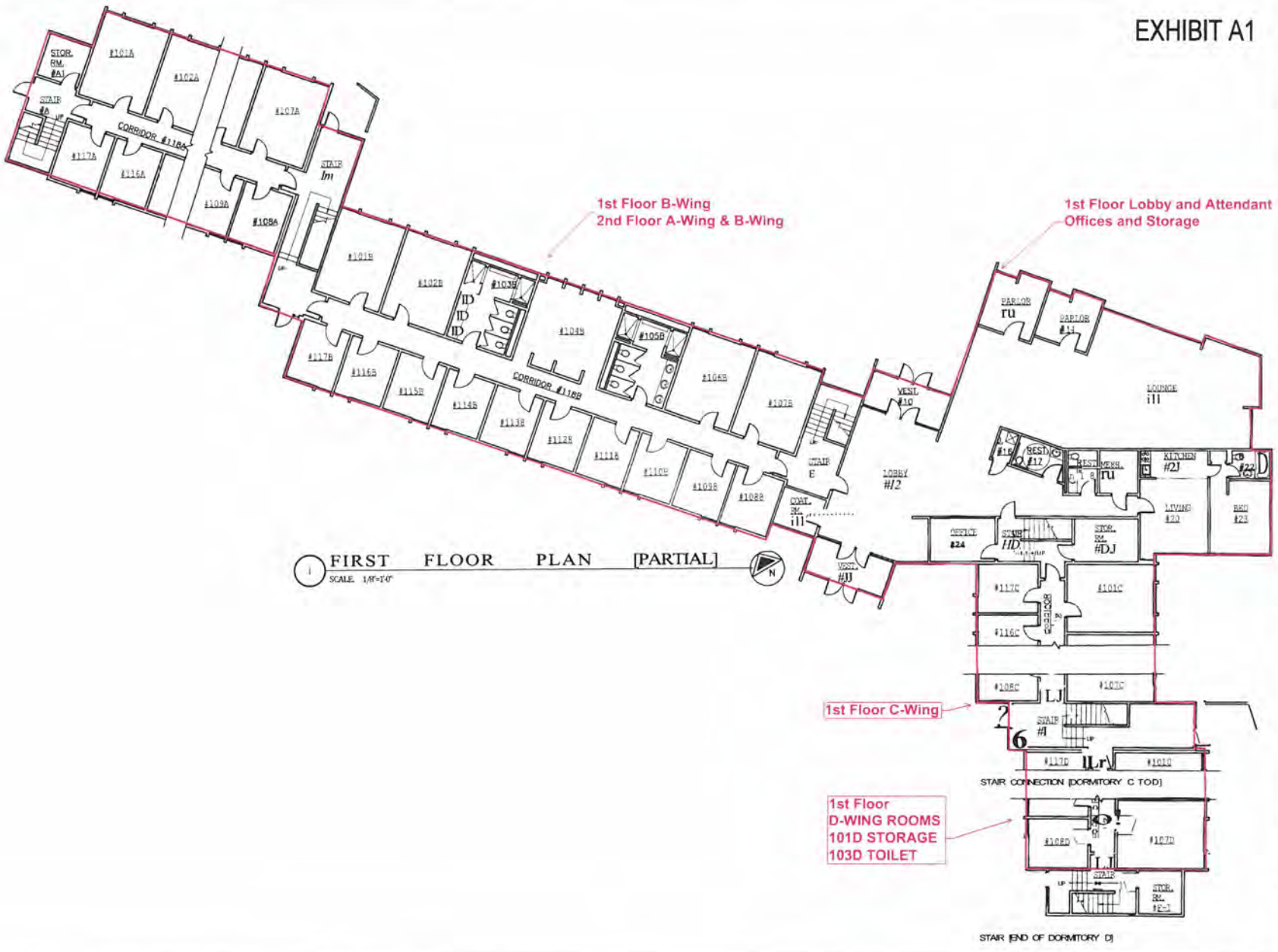
STATE OF NEW MEXICO)
) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____day of _____ 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: _____

NOTARY PUBLIC

EXHIBIT A1



PLOT DATE:

FILE NAME:

CLIVER MICHAEL DUTY 1825

SANTA FE NEW MEXICO

DUTY & HERMANAS ARCHITECTURE AND DESIGN

REVISIONS:

NO	DATE	BY

DATE:

DRAWN BY:

CHECKED BY:

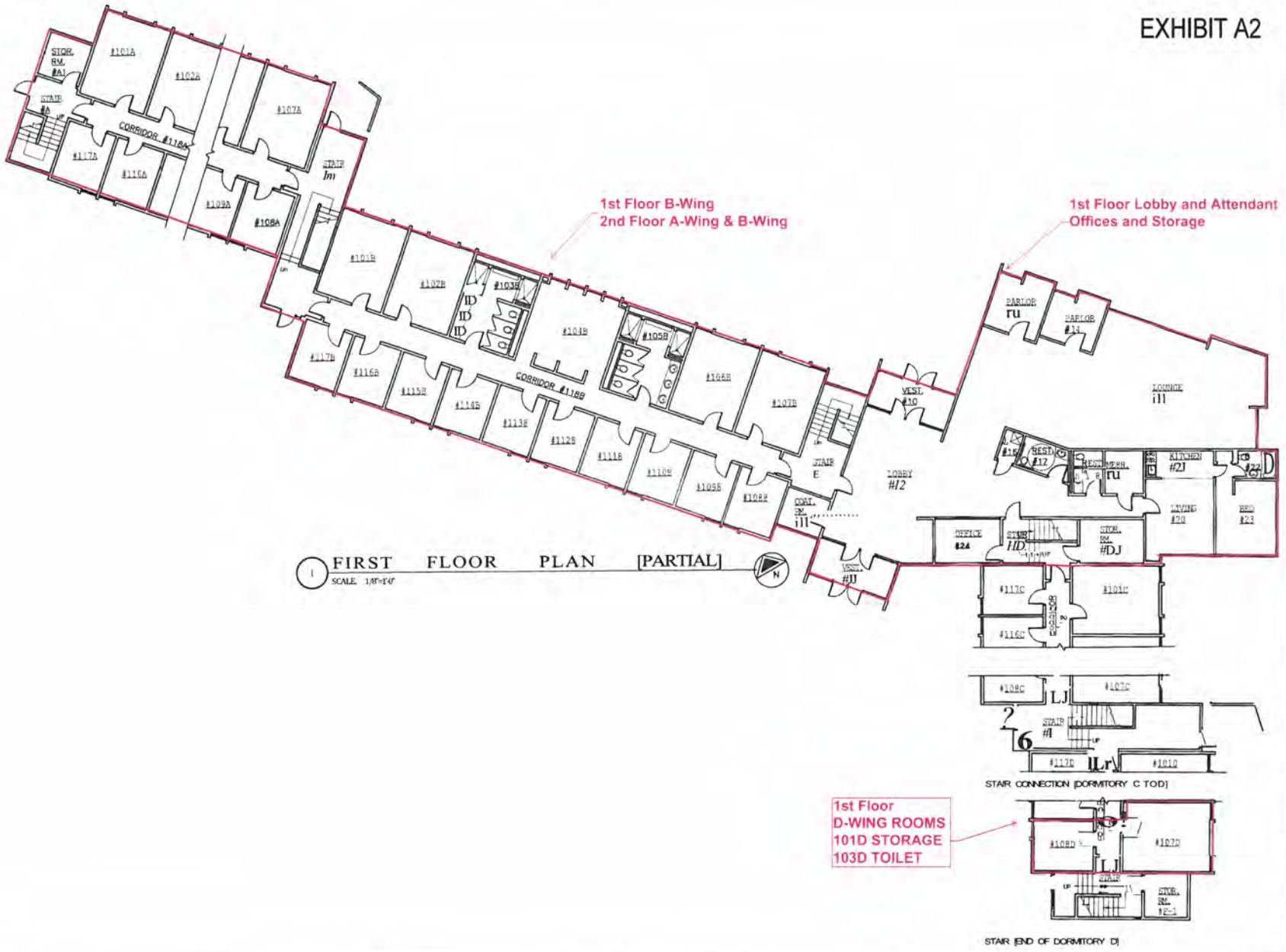
DUTY & HERMANAS ARCHITECTURE

404 NW CERRO STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) [illegible]

SHEET

A2.0

EXHIBIT A2



FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

PLOT DATE
FILE NAME

CLIVER MICHAEL DUTY 1825 REGISTERED ARCHITECT STATE OF NEW MEXICO

SANTA FE NEW MEXICO DESIGN

REVISIONS
NO DATE BY

DATE
DRAWN BY
CHECKED BY

DUTY & HERMANA ARCHITECTS
484 NORA CELINE STE. A
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) [illegible]

SHEET
A2.0

ITEM # 19-0872

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

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

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

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

9. INSURANCE

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

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

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

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

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

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

11. EASEMENTS

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

12. TERMINATION

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

i. the breach;

ii. the action required to cure the breach;

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

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

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

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

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

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

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

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

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. LITIGATION EXPENSE

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

19. HEADINGS

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

20. APPLICABLE LAW; VENUE

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

21. AMENDMENT

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
attesting 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

ITEM # 18-0935

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTION OF BUILDING 12)

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 15TH day of AUGUST, 2018 by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (Lessee), collectively the "Parties".

WITNESSETH:

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

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and a portion of Building 12 (King Hall) (approximately 1,960 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective August 15, 2018 (the Effective Date).

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of eleven (11) months with one (2) "Optional Additional Terms" of six (6) months each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential" and "Recovery Housing" programs of the Santa Fe

Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee shall require that all client vehicles parked at the Premises be equipped with functioning ignition interlock devices;

v. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or

injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent during Initial Term. Lessee shall pay nineteen thousand, three hundred thirty dollars (**$19,330.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets during Initial Term. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of initial repairs to the Premises as specified in **Exhibit B** attached hereto. The Parties acknowledge that additional repairs to or replacements of exterior stairways at Buildings 6B-1 and 6B-2 may be required. The Parties agree to offset the second month's Rent by deducting the actual cost of repair or replacement of the subject stairways, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed.

C. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be increased by an amount calculated by multiplying the Rent during the Initial Term by two and one-half percent (2.5%).

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, solid waste collection services, cleaning, and repair services shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

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

9. INSURANCE

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

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

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

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

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

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

12. TERMINATION

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

i. the breach;

ii. the action required to cure the breach;

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

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

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

13. NOTICE

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

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

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

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.

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The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and

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

18. LITIGATION EXPENSE

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20. APPLICABLE LAW; VENUE

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

21. AMENDMENT

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 15TH day of AUGUST, 2018.

LESSOR:
CITY OF SANTA FE

Renee Martinez for EL
ERIK J. LITZENBERG, CITY MANAGER

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM FOR
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 13TH day of August 2018, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: February 13, 2020

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 02-13-2020

EXHIBIT A
(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

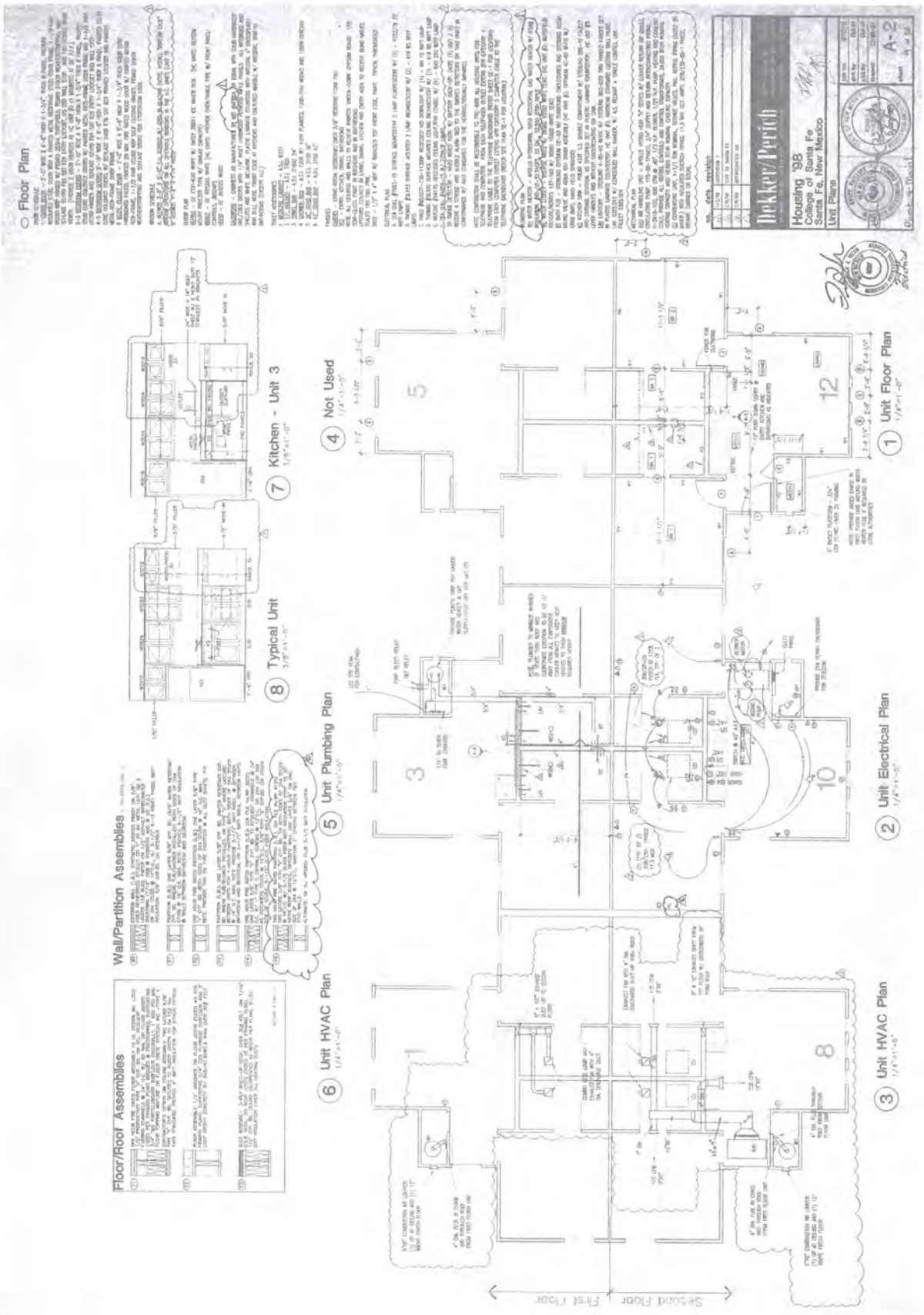


EXHIBIT A
(FLOOR PLAN – LAUNDRY/OFFICE)

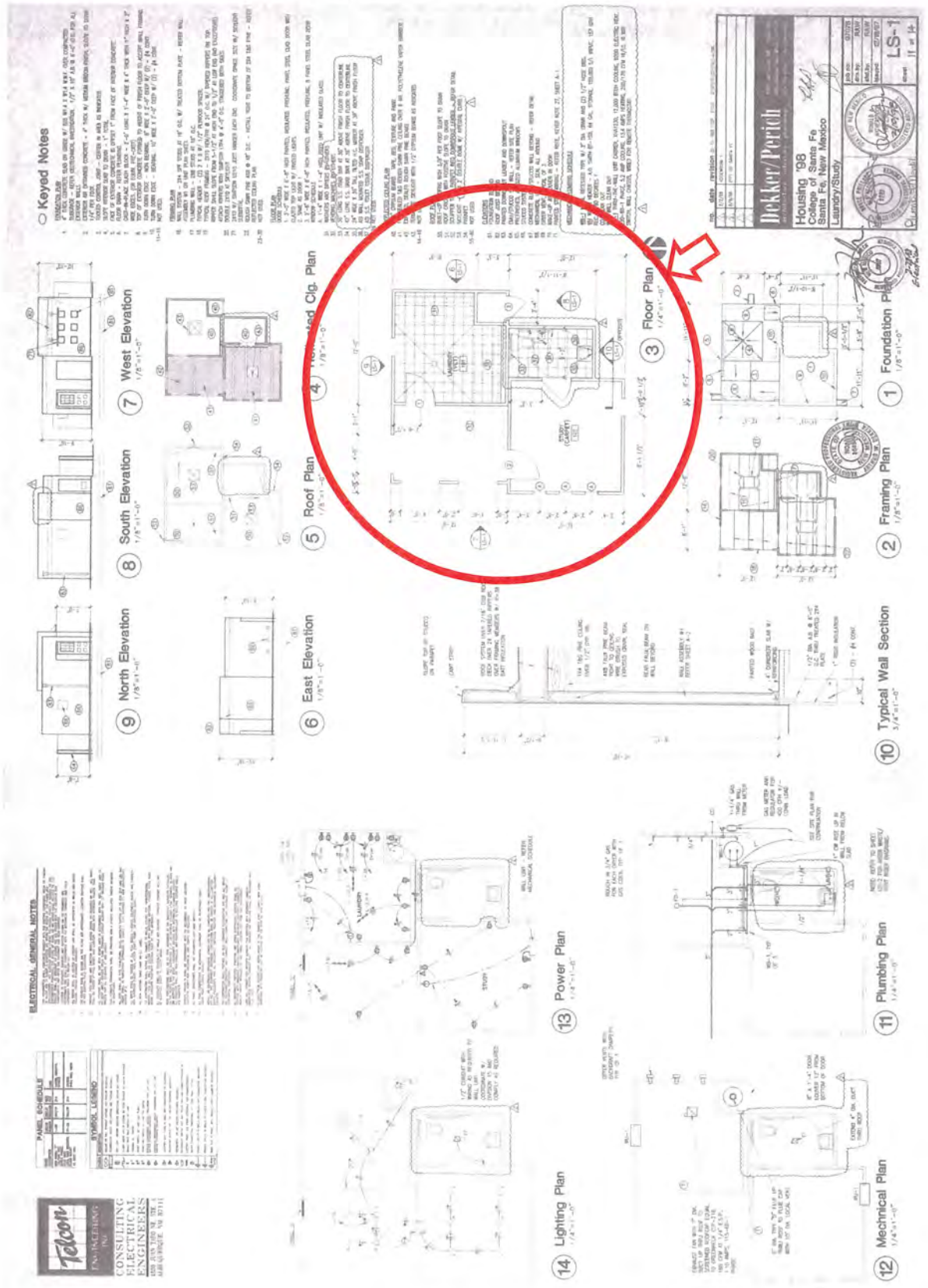


EXHIBIT A

(BUILDING 12 –PORTION OF KING HALL)

LEASE PREMISES

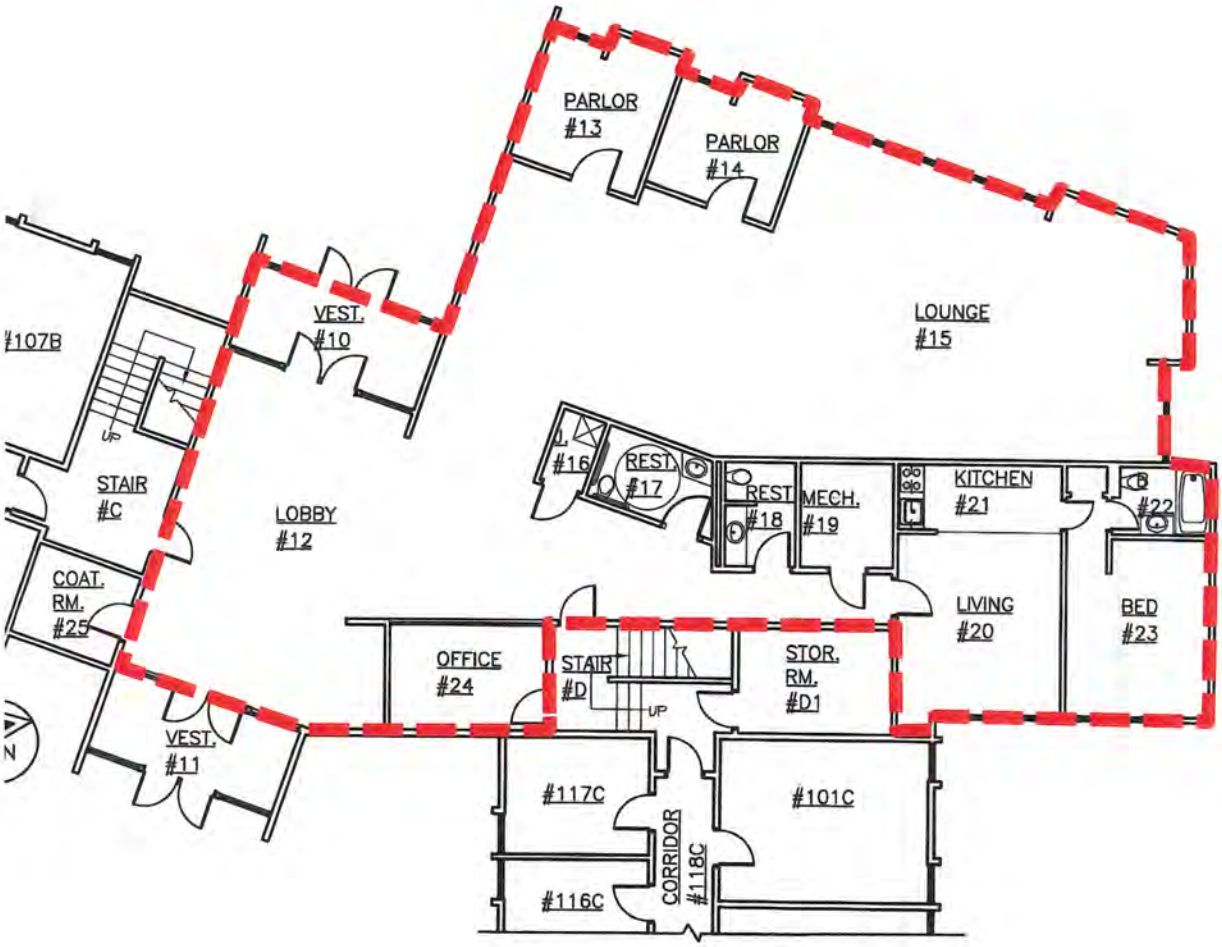


EXHIBIT B

ESTIMATE OF REPAIRS (See Lease Section 5.B.)

Building 6B-1

C-1		
C----No fire extinguishers.	$	30
A----Exhaust Fan not working.	$	275
C-2		
C----No fire extinguisher.	$	30
C----Bathtub leaking.	$	45
C----Bathtub diverter broken.	$	45
C-3		
C----Missing window screens x 3	$	90
C----Water damage under window.	$	150
C----No fire extinguisher.	$	30
A----No power to bathroom outlet.	$	45
C----Shower leaks.	$	45
C-4		
C----Kitchen fluorescent.	$	15
C----No fire extinguisher.	$	30
C--- Missing window screens x 4	$	120
C----Broken shower heads.	$	15
C----No toilet seat.	$	35
C-5		
C----No fire extinguisher.	$	30
C----Missing window screens. x 4	$	120
C----No smoke detectors.	$	25
C----Broken heat lamp.	$	20
C-6		
A----C----Smokers unit-. (Unit need to be painted.)	$	1,500
C----VCT coming up at entry.	$	250
C----No fire extinguisher.	$	30
C----B-2 missing window screens x 3	$	90
C----Broken shower head.	$	15
C-7		
A----Water damage under sink. (Possible mold)	$	2,500
C----No fire extinguisher.	$	30
C----No screen on kitchen window. x 3	$	90
C----Bathroom toilet does not run water.	$	45
C----Broken shower heads.	$	15
A----Ceiling fan does not work.	$	225
C-8		
C----No fire extinguisher.	$	30
C----No smoke alarms.	$	25
C-9		
C----Kitchen window missing screen.	$	30
C----No smoke detectors.	$	25
C----Broken shower heads.	$	15
A----Exhaust fan in B-1 broken.	$	275
C----Missing light cover.	$	25
C-10		
C----Exhaust fan not working.	$	225
C----Garbage disposal broken.	$	225
C-11		
A----C----Garbage disposal not working.	$	225
C----Broken shower head.	$	15
C----Missing window screen.	$	30
C-12		
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C---- Missing window screens. x 3	$	90
C----Missing smoke detectors.	$	25
C----No heat lamp.	$	20
C----Living room ceiling fan not working.	$	225
A----A/C cover on floor.	$	100
A----Heat/ exhaust not working.	$	275
Building 6B-1 Total	**$**	**8,120**

Building 6B-2

D-1		
A----No hot/ cold valves	$	150
C----Living room window missing screen.	$	30
D-2		
A----Broken sink faucet.	$	250
C----No fire extinguishers.	$	30
C----Missing shower head.	$	15
D-3		
A----C----B-2 tub diverter missing.	$	15
A----Broken exhaust fan.	$	275
D-4		
C----Broken fridge handle.	$	150
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C----Fluorescent lights not working; missing cover.	$	20
A----Bathroom GFCI not working.	$	45
D-5		
C----Stove missing knob.	$	30
C----No fire extinguisher.	$	30
A----Shower handle taken apart. (need a new one).	$	300
A----C----Damaged sink cabinet.	$	375
C----Missing window screens. x 3	$	90
A----C----Bath room missing sink faucet.	$	150
D-6		
A----Exhaust fan not working.	$	225
C----No area lamp.	$	25
D-7		
A----Broken ceiling fan.	$	225
A----Broken garbage disposal.	$	225
C----Missing shower heads.	$	15
D-8		
A----Exhaust fan not working.	$	225
D-9		
A----Garbage disposal not working.	$	225
C----No fire extinguishers	$	30
C----Missing window screen.	$	30
D-10		
A----Garbage disposal not working.	$	225
C----Broken blind.	$	30
C----Missing window screen.	$	30
D-11		
C----No fire extinguishers.	$	30
A----B-2 water damage on floor around toilet. (Leak	$	200
A----Water damage on wall under sink. (Mold)	$	2,500
C----Missing window screens. x 2	$	60
D-12		
A----No power to kitchen GFCI.	$	45
C----Missing window screen.	$	30
Building 6B-2 Total	**$**	**6,585**

Office

A----Mold on walls throughout room.	$	2,500
A----Water shut off to unit.		
Office Total	**$**	**2,500**

GRAND TOTAL (All Items)	**$**	**17,205**

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

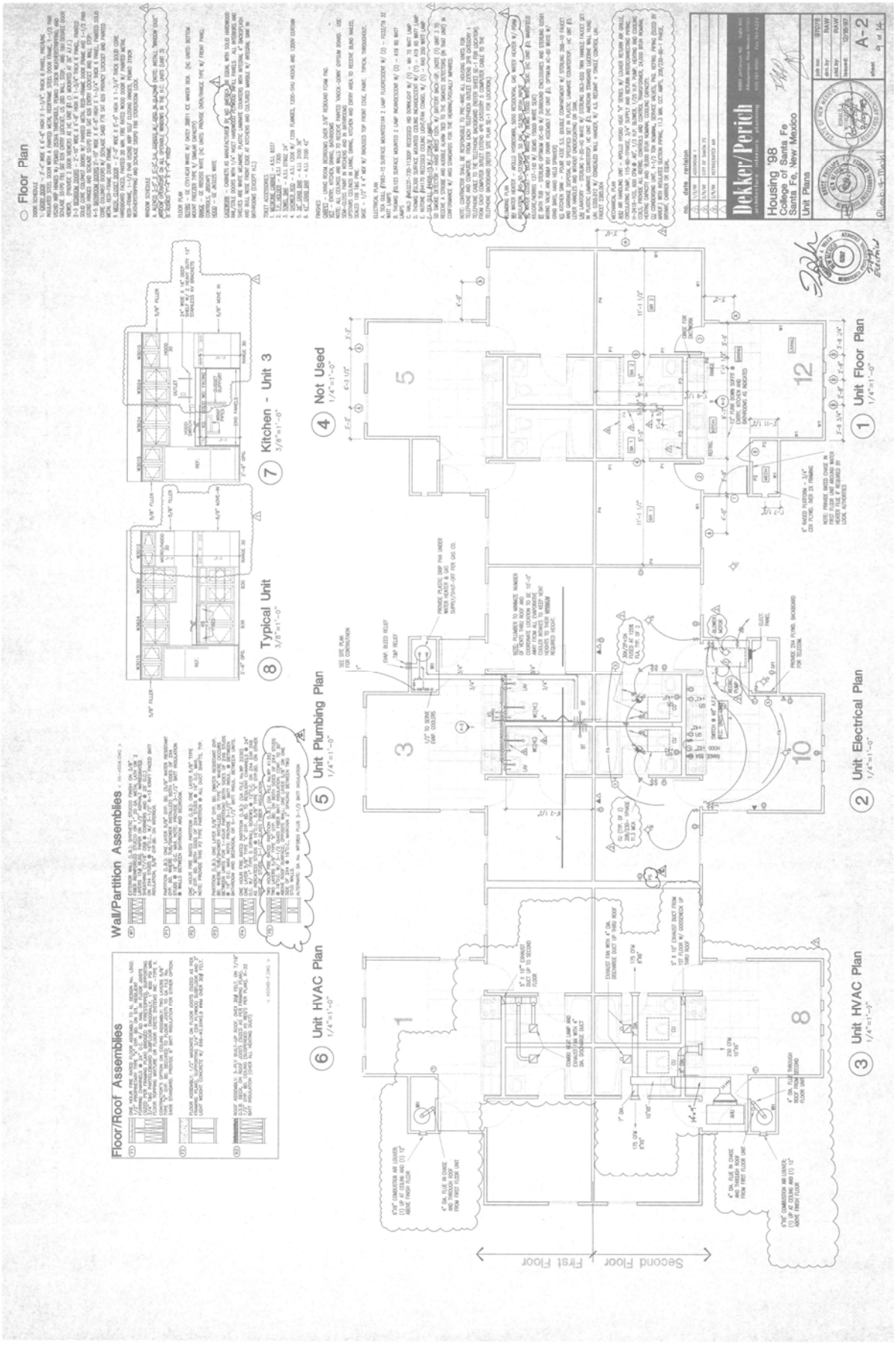
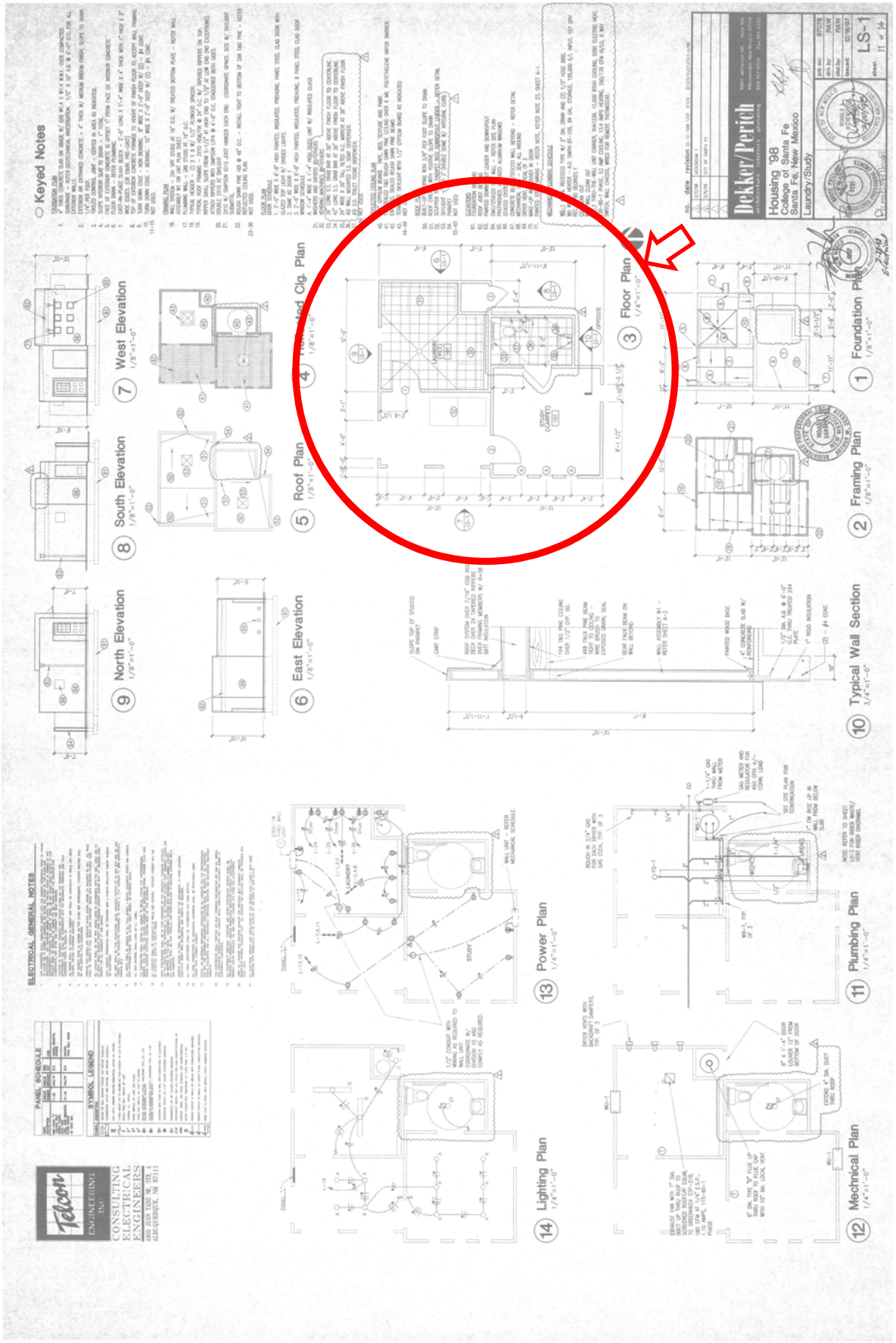
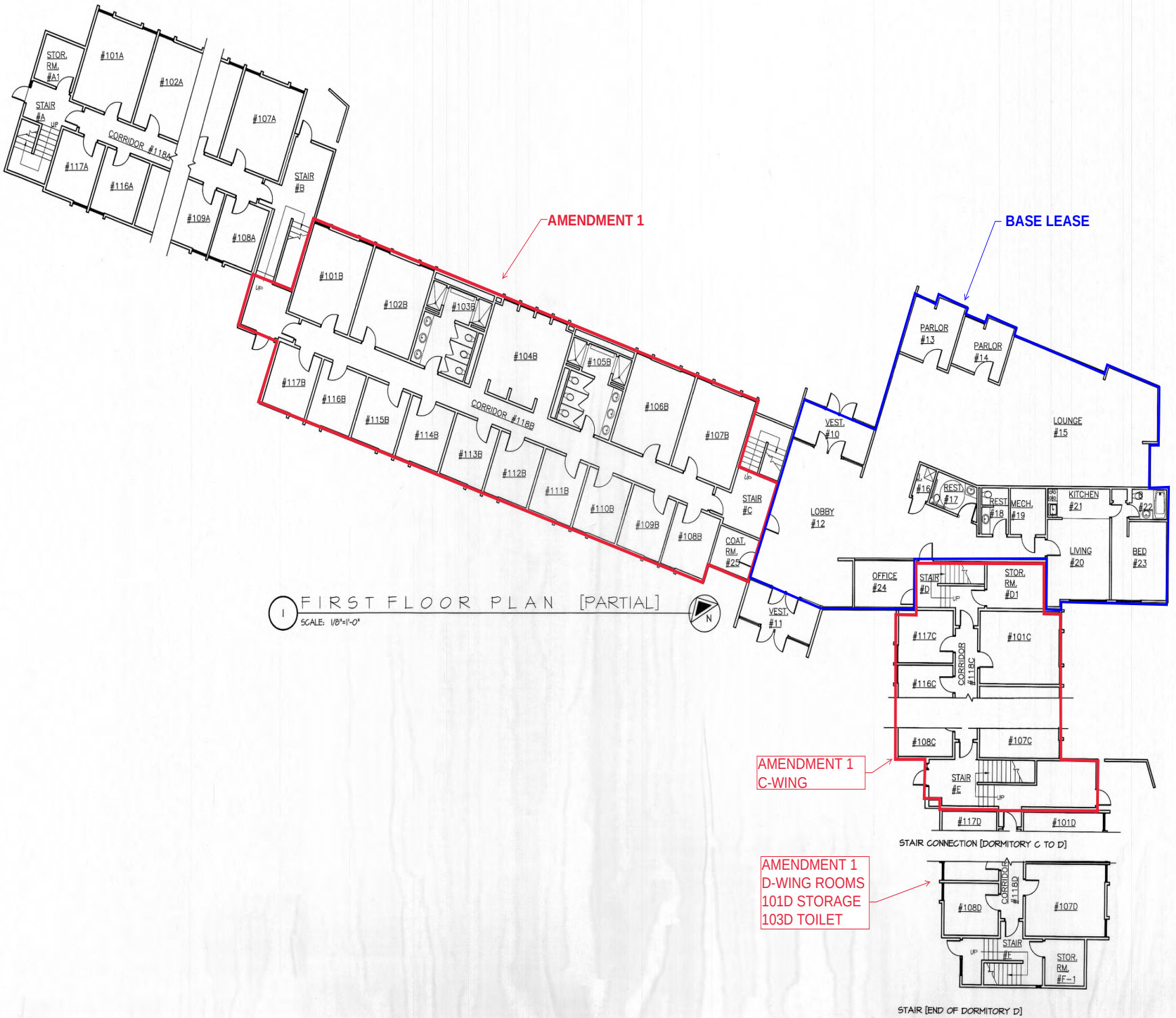


EXHIBIT A1

(FLOOR PLAN – LAUNDRY/OFFICE)





1 FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

PLOT DATE
FILE NAME

STATE OF NEW MEXICO
OLIVER MICHAEL DUTY
1825
REGISTERED ARCHITECT

KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO

REVISIONS:
NO. DATE BY

DATE:
DRAWN BY:
CHECKED BY:

DUTY & GERMANAS
ARCHITECTS
404 KIVA COURT, STE. G
SANTA FE, NM 87505
PH: (505) 984-8882
FAX: (505) 984-9088

SHEET
A2.0

EXHIBIT B1

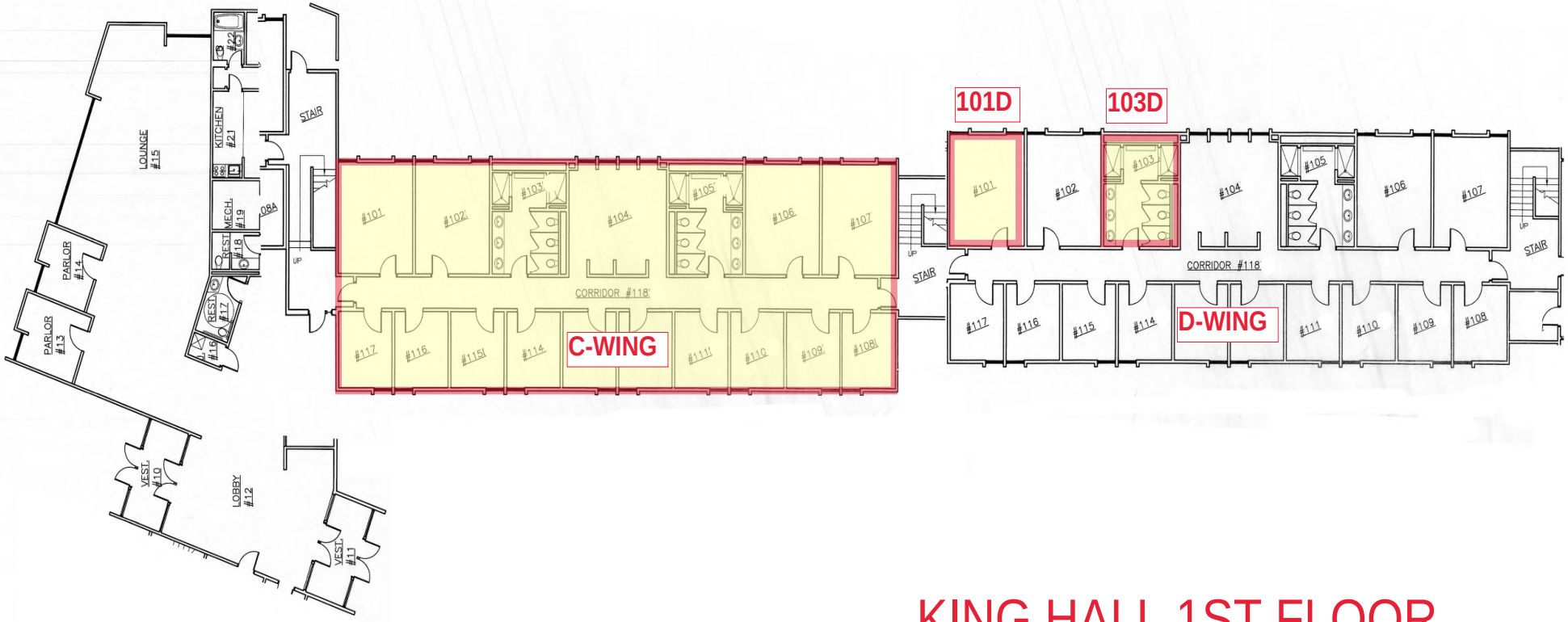
Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
    - cost for each apartment: $700 per apartment;
    - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
    - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
    - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*

- $22,128.00



KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

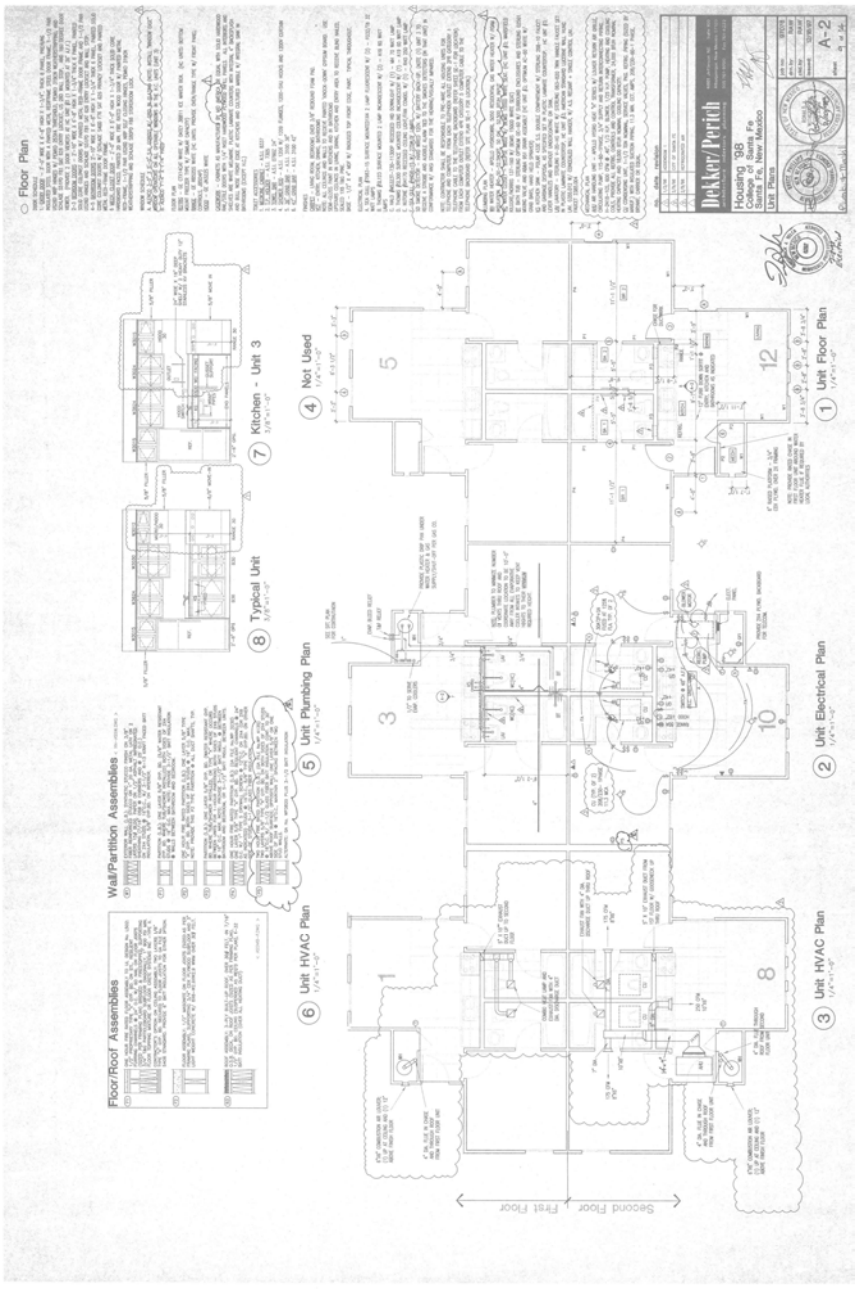


EXHIBIT A1

(FLOOR PLAN – LAUNDRY/OFFICE)

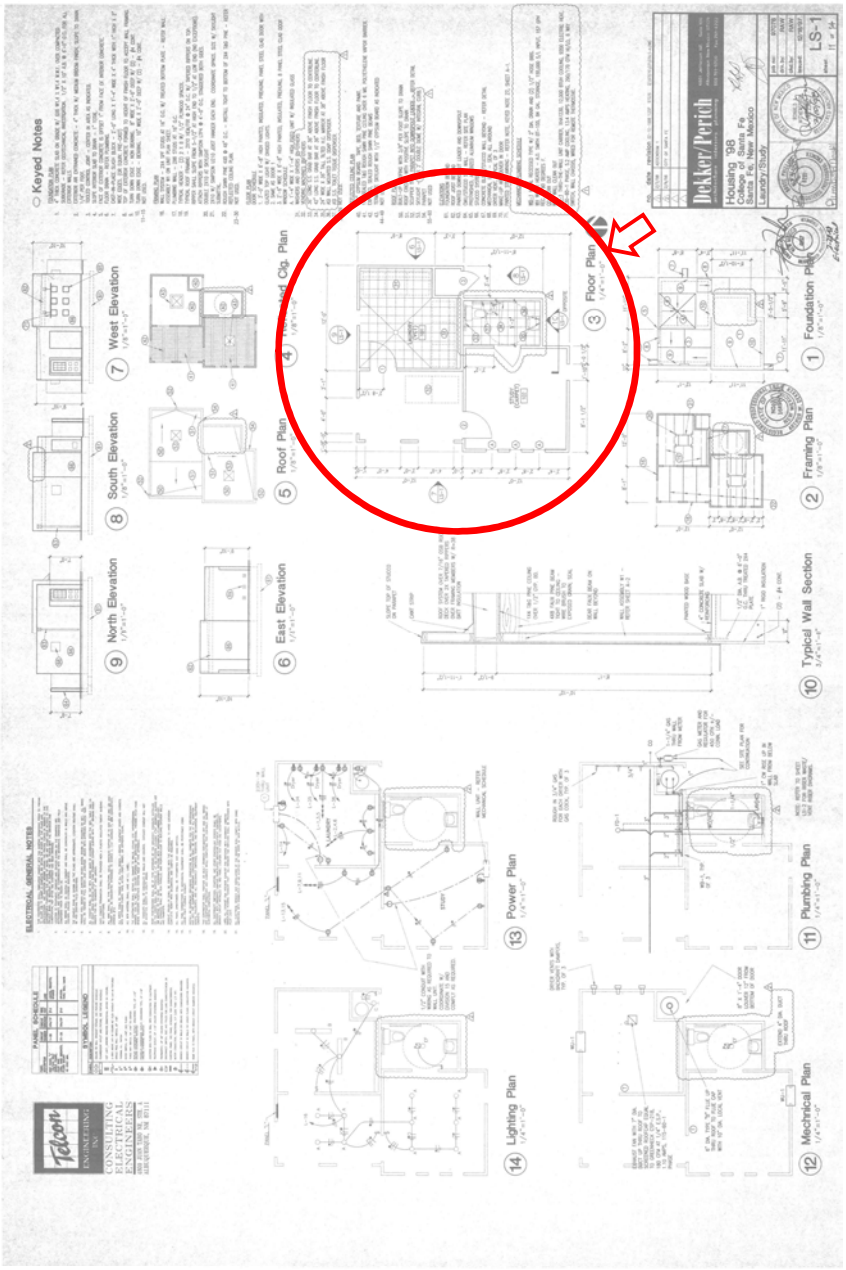


EXHIBIT A1

(BUILDING 12 –PORTION OF KING HALL)

LEASE PREMISES

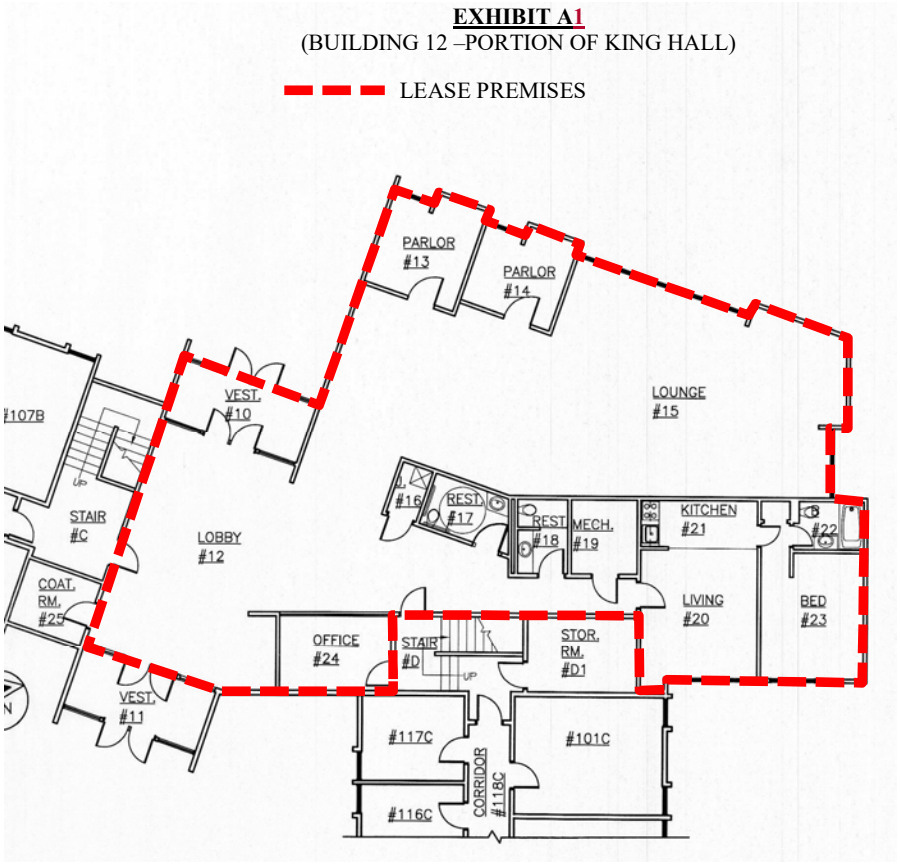


EXHIBIT B1

ESTIMATE OF REPAIRS (See Lease Section 5.B.)

Building 6B-1

C-1	No fire extinguishers.	$ 30
CA1	Exhaust Fan not working.	$ 275
C-2	No fire extinguishers.	$ 30
C2	Bathtub leaking.	$ 45
C-3	Bathtub diverter broken.	$ 45
C3	Water damage under window.	$ 150
C4	No fire extinguisher.	$ 30
CA-1	Water damage bathroom ceiling.	$ 1,500
C-4	No fire extinguisher.	$ 30
C-5	Broken shower heads.	$ 15
C5	Missing window screens, x 4	$ 120
C-6	No smoke detectors.	$ 25
C6	VCT coming up at entry.	$ 250
C-7	B-2 missing window screens x 3	$ 90
C7	No fire extinguisher.	$ 30
C8	No smoke alarms.	$ 25
C-9	No fire extinguisher.	$ 30
C9	No smoke detectors.	$ 25
C-8	Broken shower heads.	$ 15
C10	Garbage disposal broken.	$ 225
C-11	Exhaust fan not working.	$ 225
C11	Broken shower head.	$ 15
C-12	Broken shower head.	$ 15
C12	Broken garbage disposal.	$ 225
A-1	Broken garbage disposals.	$ 225
A-16	Exhaust fan in B-1 broken.	$ 275
A-2	Garbage disposal not working.	$ 225
A-3	A/C cover on floor.	$ 100
A-4	Living room ceiling fan not working.	$ 225
Building 6B-1 Total		**$ 8,120**

Building 6B-2

D-1	No hot/ cold valves	$ 150
D-2	No hot/ cold valves	$ 150
D-3	No fire extinguishers.	$ 30
D3	Broken exhaust fan.	$ 275
D-4	No fire extinguisher.	$ 30
D-5	Fluorescent lights not working; missing cover.	$ 20
D5	No fire extinguisher.	$ 30
D-6	Missing window screens. x 3	$ 90
D6	No area lamp.	$ 25
D-7	Exhaust fan not working.	$ 225
D7	Broken garbage disposal.	$ 225
D-8	Broken garbage disposal.	$ 225
D8		
D9	No fire extinguishers	$ 30
D-10	No fire extinguishers	$ 30
D10	Broken blind.	$ 30
D-11	B-2 water damage on floor around toilet. (Leak	$ 200
D-12	Missing window screen.	$ 30
D-13	Broken blind.	$ 30
D11	B-2 water damage on floor around toilet. (Leak	$ 200
D-12	Water damage on wall under sink. (Mold)	$ 2,500
D12	Missing window screen.	$ 30
A-4	No power to kitchen GFCI.	$ 45
Building 6B-2 Total		**$ 6,585**

Office

A-1	Mold on walls throughout room.	$ 2,500
Office	Water shut off to unit.	
A-1	Mold on walls throughout room.	$ 2,500
Office Total	Water shut off to unit.	**$ 2,500**

Office Total	**$ 2,500**
GRAND TOTAL (All Items)	**$ 17,205**

EXHIBIT B

Building 6B-1 Total	**$ 8,120**
GRAND TOTAL (All Items)	**$ 17,205**

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY21

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: **STATE OF NEW MEXICO and UNIVERSITY OF NEW MEXICO (96900)**

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:

12:00 AM 07/01/2020 to 11:59 PM 06/30/2021

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation……..	Statutory Limits NMSA § 52-1-1 et seq.
C) Property……. i. Auto Physical Damage …….....	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice ……..	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery……	$100,000,000.00 Limit
F) Fine Arts……	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Mark Tyndall, Director, Risk Management Division, GSD

Date Issued: 7-1-2020

For questions please contact the Loss Prevention and Control Bureau at 505-827-2036 or GSD.LPCB@state.nm.us

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2020

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

Owner: SYLVIA BARELA

License Number: 149637

Issued Date: November 25, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Santa Fe Recovery Center, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: 19,330/month

Termination Date: May 31, 2021

☑ Approved by Council Date: August 13, 2018

☐ or by City Manager Date:

Contract is for: Lease of 24 Student Apartments (Buildings 6B1 and 6B2) and portions of King Hall located at Midtown Santa Fe

Amendment # 2 to the Original Contract# 18-0935

Increase/(Decrease) Amount $ $7,267.16

Extend Termination Date to:

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 19,330/month of original Contract# 18-0935 Termination Date: 7/15/2020
Reason: Original On-Call Contract

Amount $ 27988/month amendment # 1 Termination Date: 5/15/2020
Reason: Increasing Leased Area

Amount $ 35,255/month amendment # 2 Termination Date: 5/31/2021
Reason: Increaing Leased Area

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ 35,255/month

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other CoSF "Lessor"

6 **Procurement History:** Second Year of Three Year Lease - $ Funds Received
example: (First year of 4 year contract)

Fran Dunaway (Aug 20, 2020 12:37 MDT)

Purchasing Officer Review

Comments or Exceptions: Lessor/ for Property Lease SF Recovery Center- No procurement

7 **Funding Source:** Lessee **BU/Line Item:** 5256175.460350

Alexis Lotero
Alexis Lotero (Aug 20, 2020 12:01 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett, Property Maintenance Manager

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center, Inc

Procurement Title: Lease Amendment

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☒ *Other* ☐ *Subscriptions*

Department Requesting/Staff Member: J Sam Burnett

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	Other: Lease

J Sam Burnett
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway (Aug 20, 2020 12:37 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all required documentation
☐ ☒ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

J Sam Burnett
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

GB PW-MIDTOWN SFRecoveryLeaseAmendment_2_CouncilPacket_08182020

Final Audit Report 2020-08-20

Created:	2020-08-19
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhvKwW1-WwIFtZo7e2-QDyxotaAcyrDtK

"GB PW-MIDTOWN SFRecoveryLeaseAmendment_2_CouncilPacket_08182020" History

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2020-08-19 - 5:17:32 PM GMT- IP address: 63.232.20.2

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2020-08-19 - 5:22:18 PM GMT

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2020-08-20 - 5:59:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-08-20 - 6:01:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-08-20 - 6:01:50 PM GMT

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2020-08-20 - 6:28:17 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-20 - 6:37:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Fran Dunaway (fadunaway@santafenm.gov), jsburnett@santafenm.gov, asalazar@santafenm.gov, YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 2 more
2020-08-20 - 6:37:03 PM GMT

Item#_____
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven

cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME

_____
TITLE

Date:_____ Date:_____

ATTEST:

CRS #: 03-282745-00-08
Business License: 20-110418

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 08:50 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

2020 08 13 Amendment_

Final Audit Report 2020-08-20

Created:	2020-08-20
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAejeP5ttMcXMcDqB_e7OCgDjbKsCSiq7X

"2020 08 13 Amendment_" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2020-08-20 - 2:46:33 PM GMT- IP address: 63.232.20.2

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2020-08-20 - 2:47:08 PM GMT

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2020-08-20 - 2:50:24 PM GMT- IP address: 75.161.226.229

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-08-20 - 2:50:49 PM GMT - Time Source: server- IP address: 75.161.226.229

Signed document emailed to Julie Kenny (jckenny@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-20 - 2:50:49 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **August 13, 2020**

TO: **Governing Body, Finance Committee and Public Works Committee**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Public Works Department Director

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ISSUE:
Request for the Approval of Amendment #9 to Service Contract 18-0552 increasing compensation in the Total Amount of $73,792.64 plus NMGRT for Security Services throughout City Facilities including Midtown Santa Fe; Universal Protection Services, LP dba Allied Universal Security. To be complete by 6/30/2022; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933 Office / 505-795-2491 Mobile)

BACKGROUND AND SUMMARY:
Since July 1, 2018 Universal Protection Services LP, dba Allied Security, has been providing security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Santa Fe Regional Airport, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

In the last year, Allied hired a new City of Santa Fe Account Manager, Mr. Ramon Hernandez. Mr. Hernandez has a background in law enforcement has worked as a Police Officer and SWAT Team Member. In the last year Mr. Hernandez worked to improve the quality of security services Allied provides the City through training his existing staff and adding new highly trained and experienced team members. These efforts have resulted in an improved level of service being provided by Allied to the City.

Once this contract amendment is approved, each City Department, Division or location being provided service opens its own Purchase Order with Allied. In this way, each user can manage and tailor the security services to meet needs at each site. Actual costs will be based on actual services provided as arranged by City staff. The City's Property Maintenance Manager, Sam Burnett, will help to ensure payments are made on time and assist in managing the allotted Unanticipated Cost Over Run allowance as needed.

Amendment #9 to this will add security services at the Santa Fe Railyard in response to increasing levels of illegal activity that threatens the wellbeing of our community and the business that inhabit the Railyard. This service will take place 7 days per week from 8pm-4am. This will include a level 3 guard with a vehicle, and HeliAUS cell phone for performance tracking and a dash camera for accountability.

A breakdown of the services provided by location and associated fees is included below. Also included below is a comparison of fees from Fiscal Year 2019-2020 and fiscal year 2020-2022.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes

2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes

3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

City of Santa Fe, New Mexico
Memorandum

PROCUREMENT METHOD:
The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

CONTRACT NUMBER:
The FY20 Munis contract number is 3201972

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

ACTION REQUESTED:
Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of $73,792.64 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($73,792.64), plus applicable gross receipts taxes and as described in Exhibit “B” attached

hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,778,304.05), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME

_____

Date:_____

TITLE
Date:_____

ATTEST:

CRS #: 03-282745-00-08
Business License: 20-110418

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

Exhibit A - Scope of Services

Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.
2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.
4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level III security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).
6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.
7) The Contractor, 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 is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing series under this Agreement.
8) Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.
9) Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a

condition prior to performing services under this Agreement. Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

10) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

11) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to doso.

12) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

13) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

14) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

15) Weapons (as required)
    a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level III security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

16) Special Provisions
    a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has

been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

17) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

18) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.

19) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

20) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

21) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perfonn essential job functions and/or such officer may pose a direct threat due to a medical condition.

Facility Profiles

The total amount of security service averages approximately 500 hours per week for all facilities. See attached for a complete schedule breakdown by facility.

Municipal Parking Facilities (Mobile Patrol)
The City of Santa Fe Parking Division operates four Municipal parking facilities. Railyard Municipal Garage (404 spaces; 320 utilized average/day), Sandoval Municipal Garage (404 spaces; 625 utilized average/day), Santa Fe Community Convention Center Municipal Garage (522 spaces; 675 utilized average/day), and Water Street Municipal Lot (156 spaces; 320 utilized average/day). Mobile Patrol also conducts security patrols and services for other City facilities as necessary during their hours of operation.

Main Library; 145 Washington Ave.
The City of Santa Fe Main Library is approximately 37,500 square feet over three floors. It is open to the public, averaging 800 patrons per day. Approximately 28 library staff and 5-7 volunteers work within this facility.

La Farge Library; 1730 Llano Street
The City of Santa Fe La Farge library branch is approximately 12,500 square feet over one floor. It is open to the public, averaging 638 patrons per day. Approximately 11 library staff and 2-3 volunteers work within this facility.

Southside Library; 6599 Jaguar Drive
The City of Santa Fe Southside library branch is approximately 25,000 square feet over one floor. It is open to the public, averaging 566 patrons per day. Approximately 13 library staff and 14 volunteers work within this facility.

Santa Fe Trails
Santa Fe Trails operates a City-wide transportation system consisting of 433 bus stops, 10 bus routes and 3 downtown shuttles; averaging approximately 71,000 ridership per month.

Genoveva Chavez Community Center; 3221 Rodeo Road
The Genoveva Chavez Community Center is a 177,000 square foot community center that includes an ice rink, aquatic center with 3 pools, a full size gymnasium, fitness, and aerobics area. There are on average over 2,000 visits daily, including staff and the general public.

City Hall (201 Lincoln Ave.) / Santa Fe Convention Center (201 West Marcy St.)
City Hall is the primary facility for city administration. It is approximately 41,700 square feet over three floors. Departments located within City Hall include the Mayor's Office, City

Council, City Manager's Office, City Attorney, City Clerk, Finance Department, and Land Use Department. Approximately 200 staff work within this facility daily, with an additional 50-100 when meetings are held within the building. This building occasionally receives demonstrators, protestors, and constituents who demand to see elected and/or senior officials of the City.
The Santa Fe Convention Center is home to TOURISM Santa Fe and the Arts Commission. The facility is approximately 30,000 square feet of rentable indoor space, an additional 10,000 square feet of outdoor rentable space, and 40,000 square feet of administrative offices and back of house, non-public spaces. The facility has 36 permanent employees on a daily basis, with 60+ visitors daily, 70,000 -100,000 visitors annually through conferences, gala's, other events, etc.

Municipal Court; 2511 Camino Entrada
The Municipal Court houses the public courtroom, City Prosecutor, Paralegal and the Public Defender. The Municipal Court oversees the following cases: Traffic, Animal, Parking, Shoplifting, DUI, Petty Misdemeanors, and Code Enforcement.

Santa Fe Regional Airport; 121 Aviation Drive
The Santa Fe Regional Airport terminal building is approximately 10,000 square feet, consisting of passenger waiting areas and tenant-leased space. The airport has an average of 520 passengers arriving and departing daily, with between 6-10 arrivals and departures daily with two major commercial airlines.

Services

Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:

- Entry and egress access control;
- Roving patrols of interior and exterior building areas, including parking facilities as applicable;
- Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
- Provide initial response to security incidents;
- Assist with fire drills/evacuation drills;
- Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
- Visitor and building employee identification verification;
- Incident and daily operating reports;
- Monitoring and responding to building intrusion detection systems;
- Monitoring alarms and fire detection equipment;
- Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
- Other specific tasks as required, as specified in post orders or by site-location manager.

Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:

- Cover City of Santa Fe Security Management responsibilities as needed.
- Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
- Coordinate the security coverage for all City of Santa Fe security requests.
- Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
- The Account Manager must be able to effectively deal with a variety of personality types in public situations.
- Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
- Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
- Review all safety issues and security documentation prepared and/or provided by security personnel.
- Know how to perform every position and provide training for these positions to subordinates.
- Perform other duties as assigned.

Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.
2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.
3. Design a specific course of training for each position based on written post orders.
4. Provide training that includes the following:
   - Safety;
   - Building/facility familiarization including a detailed tour of all sites, functions, and facilities;
   - Knowledge of a security personnel's limit of authority;
   - Knowledge of job duties;
   - Access control;
   - Public relations;
   - Patrol techniques;
   - Responding to bomb threat situations;
   - Fire prevention and control and the use of fire extinguishers;
   - Communication training including verbal judo;
   - Employee rights, responsibilities, and expectations;
   - Workplace violence and conflict resolution;
   - Reporting procedures for incidents, personal injury, and property damage;
   - Dealing effectively with the homeless and mentally ill;
   - Exclusion policies;
   - Lost and found procedures;
   - CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire;
   - ADA training;
   - Radio procedures and protocols;
   - Grooming and uniform appearance;
   - Defense tactics, handcuff procedures;
   - De-escalation training.

5. Contractor is "encouraged" (but not required) to provide training that includes the following:
   - Crowd psychology, control, and management;
   - Limited force ejection techniques;
   - Drug and alcohol awareness training.
6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:
   - Security Identification Display Area (SIDA)/Secured Area Badge Application;
   - Complete and pass a Criminal History Records Check and Security Threat Assessment;
   - Complete online and in-person SIDA/Secured Area Training;
   - Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.
7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.
8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

Uniforms and Equipment

- All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
- All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.
- Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
- Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
- Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

Allied Universal Security Services - Scope of Work Exhibit B						
Santa Fe Account Manager	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 3 Guard	2000	0	0	$54,651.60	$0.00	**$54,651.60**
Schedule:	Flexible					
Hours Per Week:	40+					
Genoveva Chavez Center	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 1 Guard	2990	0	0	$58,813.30	$0.00	**$58,813.30**
Schedule:	Mon–Thurs 2:30pm–10:30pm (32)	Fri-Sat 12:00pm–8:30pm (17)	Sunday 10:00am-6:30pm (8.5)			
Hours Per Week:	57.5					
La Farge Library	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 2 Guard	3016	0	0	$62,702.64	$0.00	**$62,702.64**
Schedule:	Mon–Wed 10:00am–8:00pm (30)	Thur-Sat 10:00am–6:00pm (24)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	58					
Weeks in Contract:	52					
Main Library	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 2 Guard	3120	0	0	$64,864.80	$0.00	**$64,864.80**
Schedule:	Mon–Thurs 10:00am–8:00pm (40)	Fri-Sat 10:00am–6:00pm (24)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	60					
Weeks in Contract:	52					
Southside Library	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 2 Guard	3120	0	0	$64,864.80	$0.00	**$64,864.80**
Schedule:	Mon–Thurs 10:00am–8:00pm (40)	Fri-Sat 10:00am–6:00pm (16)	Sunday 1:00pm-5:00pm (4)			
Hours Per Week:	60					
Midtown Campus	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 1 Mobile Guard	8568	0	168	$220,968.72	$5,984.16	**$226,952.88**
Schedule:	24 Hours/Day - 7 Days/Week (168)					
Hours Per Week:	168					
Level 3 Guard	5712	0	112	$132,004.32	$3,883.04	**$135,887.36**
Schedule:	4:00pm-8:00am - 7 Days/Week (112)					
Hours Per Week:	112					
Parking Division Mobile Partol	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 1 Mobile Guard	1428	0	28	$38,007.93	$1,020.49	**$39,028.43**
Schedule:	9:30pm-1:30am - 7 Days/Week (4)					
Hours Per Week:	28					
Municipal Court	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 3 Guard	2080	325	0	$48,068.80	$11,267.75	**$59,336.55**
Schedule:	Mon-Fri - 7:45am-5:00pm (9.25)					
Hours Per Week:	46.25					
Municipal Court - Pete's Place	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 3 Guard	0	72	0	$0.00	$2,496.24	**$2,496.24**
Schedule:	2nd Fri - 1:00pm-3:00pm (2X3 (6))					
Hours Per Week:	6					
Santa Fe Regional Airport	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**

Level 1 Guard	1785	0	35	$35,110.95	$1,032.50	**$36,143.45**
Schedule:	7:00pm-12:00am - 7 Days/Week (5)					
Hours Per Week:	35					
Level 3 Guard	5176.5	0	101.5	$119,628.92	$3,519.01	**$123,147.92**
Schedule:	4:30am-7:00pm - 7 Days/Week (14.5)					
Hours Per Week:	101.5					
Santa Fe Trails	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 1 Guard	1040	0	0	$20,456.80	$0.00	**$20,456.80**
Schedule:	Mon-Fri 5:30am-9:30am (4)					
Hours Per Week:	20					
Railyard	**Total Regular Hours (RH)**	**Total Overtime Hours (OH)**	**Total Holiday Hours (HH)**	**RH Annual Billing**	**OT/HH Annual Billing**	**Total Annual Cost**
Level 3 Guard	2912	0	0	$67,296.32	$0.00	**$67,296.32**
Vehicle						**$4,576.32**
Dashcam						**$120.00**
HeliAUS Cellphone						**$1,800.00**
Schedule:	8:00pm-4:00am - 7 Days/Week (8)					
Hours Per Week:	56					
Contract Sub-Total:						**$1,023,139.41**
Unforseen Cost Over Runs:						**$25,000.00**
Contract Sub-Total w/ Cost Over Runs:						**$1,048,139.41**
NMGRT (8.4375%):						**$88,436.76**
Contract Total w/ Cost Over Runs:						**$1,136,576.17**

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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 upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, 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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. 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.

15. 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 Contractor. 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 Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement 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:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dont

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

_____
STEVE CLATON, PRESIDENT

Date: 4/11/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP *d/b/a* Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

A. The Contractor, 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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,761.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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 upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, 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 included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. 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.

15. 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 Contractor. 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 Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement 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:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE Pres. Director

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/8/2019

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY 2/7

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 5/9

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **ALLIED UNIVERSAL SECURITY SERV**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0049715

License Number: 19-00110418

Issue Date February 15, 2019

Expiration Date December 31, 2019

ALLIED UNIVERSAL SECURITY SERV
PO BOX 8000

MONSEY NY 10952

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2020

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-19-20	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** Indian Harbor Insurance Company — 36940 **INSURER E :** XL Specialty Insurance Company — 37885 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-10 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			082695264	11/01/2019	11/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	10,000,000 10,000,000 10,000,000 10,000,000 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	5,000,000
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	10,000,000 10,000,000
C E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000

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

City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: J. Sam Burnett
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name:
Allied Universal Security

Procurement Title:
Contract Amendment #9 with Allied Universal Security, Inc for City-Wide Security Services

Solicitation RFP#: 18/35/P

Department Requesting/Staff Member:
Public Works Department. Sam Burnett, Property Maintenance Manager

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☐	☒	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

J Sam Burnett, Public Works Property Maintenance Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☐	☒	Final RFP Document
☐	☒	Copy of legal solicitation published in the newspaper, website, etc.
☐	☒	All addendums
☐	☒	Plan holders list
☐	☒	Copies of all RFP submittals

*

☐ ☒ Complete evaluation score sheets
☐ ☒ Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐ ☒ Oral presentations (sign-in sheets, presentation materials, etc.)
☐ ☒ Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐ ☒ Reference Reviews/Reference Check Questionnaires
☐ ☒ Pricing evaluation
☐ ☒ Final overall evaluation matrix or summary of evaluator scores
☐ ☒ Other: _____

AWARD*

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐ ☒ Contract Award Notice
☐ ☒ Email or notification sent to all Proponent(s)/Offerors that award was made
☐ ☒ Waiver or "No Action Taken" from Procurement Office
☐ ☒ If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐ ☒ Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest
☐ ☒ Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest
☐ ☒ Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐ ☒ Conflict of Interest Form signed by all parties
☐ ☒ Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures
☐ ☒ Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest
☐ ☒ Purchasing Officer Letter or email to designated individual regarding potential conflict
☐ ☒ Conflict of Interest form signed by all parties
☐ ☒ Letter from Legal Office regarding the potential conflict
☐ ☒ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☒ ☐ Finalized Council Committee Minutes
☒ ☐ Other: _____

MISCELLANEOUS FILE*

YES N/A

☐ ☒ Local Preference Form
☐ ☒ New Mexico Residence Form
☐ ☒ Veterans Exemption

*

☐ ☒ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Maintenance Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVI(

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $556,546.76

Termination Date: June 30, 2019

☑ Approved by Council Date: June 11, 2018

☐ or by City Manager Date:

Contract is for: Professional security services for City Facilities

Amendment # 9 to the Original Contract# 18-0552

Increase/(Decrease) Amount $ $73,792.64

Extend Termination Date to: N/A

☒ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase the contract total by $73,792.64 to provide security services at the Santa Fe Railyard.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 556,546.76 of original Contract# 18-0552 Termination Date: 6/30/2019
Reason: Original Contract

Amount $ 33,703.28 amendment # 18-0552 Termination Date: 6/30/3019
Reason: Add hrs and service loccation

Amount $ 0.00 amendment # 18-0552 Termination Date: 6/30/2019
Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 18-0552 Termination Date: 6/30/2019
Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 18-0552 Termination Date: 6/30/2019
Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 18-0552 Termination Date: 6/30/2019

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Reason: Add additional hours at Santa Fe Regional Airport

Amount $ -14,498.56 amendment # 18-0552 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 18-0552 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 73,792.64 amendment # 18-0552 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Total of Original Contract plus all amendments: $ $2,778,304.05

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/35/P Date: March 13, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Third year of up to a 4-year contract
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** N/A **BU/Line Item:** N/A

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Sam Burnett

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

To be recorded by City Clerk:

Contract # 18-0552

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-20

INTRODUCED BY:

AN ORDINANCE

CREATING EFFICIENCIES, ENHANCING EFFECTIVENESS, AND ELIMINATING SILOS BY REORGANIZING CERTAIN CITY DEPARTMENTS, ORGANIZING THE ECONOMIC DEVELOPMENT DIVISION, AFFORDABLE HOUSING OFFICE, LAND USE DEPARTMENT, TOURISM SANTA FE DEPARTMENT, RECREATION DIVISION, AND THE ARTS AND CULTURE DEPARTMENT AS DIVISIONS OF A COMMUNITY DEVELOPMENT DEPARTMENT; ORGANIZING THE COMMUNITY SERVICES DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AS DIVISIONS OF A COMMUNITY HEALTH & SAFETY DEPARMENT; AND PLACING THE CONSTITUENT AND COUNCIL RELATIONS DEPARTMENT INTO THE CITY CLERK'S OFFICE; AMENDING SECTION 2.6-3; REPLACING SECTION 2-8 SFCC 1987 WITH A NEW SECTION 2-8 SFCC 1987 THAT ESTABLISHES ALL CITY DEPARTMENTS; REORGANIZING EXISTING SECTIONS 2-8, 2-14, 2-15, 2-19, AND 2-10 AS SUBSECTIONS OF THE NEW SECTION 2-8; ESTABLISHING IN ORDINANCE THE EXISITING INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT AND THE CONSTITUENT AND COUNCIL SERVICES DEPARTMENT; AND REPEALING THE SECTIONS OF CHAPTER 2 THAT ESTABLISH DEPARTMENTS THAT ARE EITHER BECOMING DIVISIONS OR NO LONGER EXIST, SECTIONS 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, AND 2-23 SFCC

underscored material = new [~~bracketed material~~] = delete

1987; AMENDING SECTION 2-22 SFCC 1987 TO PROVIDE CONTRACT INTERNAL AUDIT FUNCTIONS; AND AMENDING SECTIONS 26-1.6 AND 26-3.5 REGARDING THE OFFICE OF AFFORDABLE HOUSING.

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

Section 1. Section 2-6.3 SFCC 1987 (being Code 1953, § 2-60; Code 1973, § 2-84; SFCC 1981, § 2-1-24, as amended) is hereby amended to read:

2-6.3 - Duties of the city clerk. The city clerk shall:

A. Keep in custody all minutes, ordinances and resolutions approved by the governing body;

B. Attend all meetings of the governing body;

C. Record all proceedings, ordinances and resolutions of the governing body;

D. Upon request, furnish copies of municipal records. The city clerk may charge a reasonable fee for the cost of furnishing copies of municipal records;

E. Administer the municipal election and perform other election duties required pursuant to Articles 8 and 9, Chapter 3 NMSA 1978;

F. Have custody of, and safely keep, all official records and documents, such as contracts, agreements, deeds, of the city, the originals of which are to stay in the office, except upon request of the city attorney for purposes of litigation;

G. Administer and process the filing and release of liens for the city as prescribed by Article 36, Chapter 3 NMSA 1978 or as otherwise provided by law; [~~and~~]

H. Administer and manage the Constituent and Council Services Department; and

I. [~~H~~]. Perform other duties prescribed by law, ordinance or city rules and regulations.

Section 2. Section 2-8 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby repealed.

Section 3. A new Section 2-8 SFCC 1987 is hereby ordained to read:

[NEW MATERIAL] 2-8 CITY DEPARTMENTS.

2-8.1 Finance Department.

A. Creation of department.

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

B. Finance officer.

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

(2) *Duties.* The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep his accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in his possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in his care;

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

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

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

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

2-8.2 Community Health and Safety Department.

A. Creation of department.

There is created a department of city government to be known as the "community health and safety department", comprised of four divisions: the police department, the fire department, the community services department, and the office of emergency management.

B. Police Department.

(1) Powers and duties generally. Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their

proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) Appointment of police officers; commissions.

No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal policeman without first having received his appointment in writing, known as his "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all policemen of the department.

(3) Training schools and examinations.

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

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

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

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise

qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) Extra or emergency police officers.

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

(5) Police department reserve.

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

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

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

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

d. Powers and Duties.

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

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

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

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

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

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

g. Workmen's Compensation. The city shall immediately take steps to provide necessary workmen's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the

city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

C. Fire Department**.**

(1) Volunteer firefighters. There is created in the city "fire department, volunteer firefighters force", hereinafter referred to as the volunteer firefighters.

(a) The volunteer firefighters shall be subject to all regulations of the fire department of the city of Santa Fe and along with paid firemen be subject to the authority of the chief of city fire department who shall have sole and exclusive authority to:

(i) approve or disapprove of membership in the volunteer firefighters.

(ii) discipline or dismiss members of the volunteer firefighters subject to the same grievance procedure as set out in Ordinance No. 1983-44.

(b) The volunteer firefighters and its individual members shall have authority in fire protection only upon request by the city fire dispatch.

(c) Volunteer firefighters; powers and duties.

(i) The duties of the volunteer firefighters are to provide safe and efficient fire fighting by adhering to any and all city of Santa Fe standard operating procedures, as referenced herein, or as may be amended from time to time, in Exhibit A, attached hereto.

(ii) The volunteer firefighters shall be summoned and will respond simultaneously with fire apparatus. Volunteer firefighters and paid firefighters shall possess the same powers and perform the same duties.

(d) Volunteer firefighters; insurance.

(i) The city shall provide necessary liability insurance covering liability that may arise against the city, its officers, employees, volunteer

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

(ii) Active volunteer firefighter members are covered by an accident, sickness, or disability insurance policy which is paid by the City of Santa Fe.

(2) Department authority and powers.

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

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

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

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

(4) Obstructing or interfering with firemen. It is unlawful for any person to obstruct, annoy, or interfere with firemen wile in the discharge of their duties.

(D) Community Services Division. The community services division includes senior services, libraries, and family and youth services.

(F) Office of Emergency Management.

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

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

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

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

(2) Definitions.

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

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

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

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

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

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

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

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

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

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

(3) Purpose.

(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

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

(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in

consonance with the state emergency management plans.

(4) Emergency manager. The emergency manager shall:

(a) Be responsible to the [~~city manager~~] Director of Community Health and Safety for the organization, administration, and operation of the emergency management program of the city;

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

(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

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

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

(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the Comprehensive Emergency Management Plan and Hazard Mitigation Plan, and annually review the plans to identify any recommendations for revisions; and

(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the National Incident Management System.

(5) Financing.

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

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

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

2-8.3 Community Development Department.

There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, land use division, tourism Santa Fe division, recreation division, and the arts and culture division.

2-8.4 Information Technology and Telecommunications Department.

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

2-8.5 Public Works Department.

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

2-8.6 Public Utilities Department.

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

2-8.7 Human Resources Department.

There is created a department of city government to be known as the "human resources department".

2-8.8 Council and Constituent Relations Department.

There is created a department of city government to be known as the "council and constituent relations department," within the office of the city clerk.

Section 4. Section 2-9 SFCC 1987 (being _____) is hereby repealed.

Section 5. Section 2-10 SFCC 1987 (being _____) is hereby repealed.

Section 6. Section 2-11 SFCC 1987 (being Ord. No. 1983-33, § 1, as amended) is hereby repealed.

Section 7. Section 2-12 SFCC 1987 (being Ord. No. 2007-45) is hereby repealed.

Section 8. Section 2-13 SFCC 1987 (being Ord. No. 1987-26, § 2, as amended) is hereby repealed.

Section 9. Section 2-16 SFCC 1987 (being Ord. No. 1975-20, as amended) is hereby repealed.

Section 10. Section 2-19 SFCC 1987 (being Ord. No. 2014-22, § 2) is hereby repealed.

Section 11. Section 2-21 SFCC 1987 (being Ord. No. 2014-22, § 3) is hereby repealed.

Section 12. Section 2-22 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby amended to read:

2-22 INTERNAL AUDIT [~~DEPARTMENT~~].

2-22.1 Short title.

Section 2-22 SFCC 1987 shall be cited as the "Internal Audit [~~Department~~] Ordinance."

2-22.2 Findings; purpose; goals.

A. The governing body finds that good governance, transparency and accountability are critical in the public sector for the effective and credible functioning of a healthy democracy, and in fulfilling the government's responsibility to citizens and taxpayers.

B. Transparent and reliable reporting and effective auditing in government serve to promote accountability, enhance the effectiveness of government services to its citizens, and increase the public's confidence in their government.

C. The members of the governing body share a duty to insure that the actions of public officials, employees and contractors of the city are carried out in the most responsible manner possible and that city policies, budgets, goals and objectives are fully implemented.

D. To accomplish this, the city requires the services of an independent office or contractor to provide independent, objective assurance and review services designed to promote transparency, accountability, efficiency and effectiveness of city government.

E. The governing body does hereby establish the internal audit department, an independent city department of city government or an independent contractor reporting to the city manager, which shall oversee the functions hereby established. To ensure independence and compliance with generally accepted governmental auditing standards, the internal auditor:

(1) Shall report results to the city manager, the audit committee, the finance committee and the governing body;

(3) Has access to the governing body in accordance with the Open Meeting Act; and

(4) Is sufficiently removed from political pressures to conduct audits and report findings, opinions, and conclusions objectively without fear of political reprisal.

F. The [~~governing body also directs the~~] internal audit department, in cooperation with the audit committee, shall establish job descriptions and department policies

and procedures based on generally accepted governmental auditing standards; and to adopt the Code of Ethics as defined by the Institute of Internal Auditors.

2-22.3 Definitions.

For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Auditees mean the city related departments, programs, activities, agencies, vendors, contractors, employees, public officials or other city related entities affected by an audit or investigation.

Committee means the City of Santa Fe audit committee.

Contractors mean all city contractors.

Employee means a city employee.

Internal auditor means the internal auditor who is the head of the internal audit department or the city's primary contact for the internal audit contractor.

Official means the mayor or a city councilor.

Report means an audit, a special audit, an investigation and/or an examination.

Special investigation or special audit means additional procedures or audits undertaken because the need was not previously foreseen.

2-22.4 Creation of the internal audit department; resources; staff.

A. The internal audit department is created as an independent office of city government. The internal auditor [~~is~~] shall either be the head of the internal audit department or an independent contractor and shall report to the city manager.

B. The audit committee shall review applications for and make a recommendation to the city manager for hiring an internal auditor[~~, a city employee~~].

C. The internal auditor shall review applications and make recommendations to the city manager for hiring other internal audit department employees[~~;~~] or procuring independent contractors [~~to be procured~~] for assistance with the internal audit [~~department~~].

D. In accordance with law and in consultation with the city attorney's office, the city manager shall report proposed personnel actions, such as hiring, discipline, or termination, relating to the internal auditor to the audit committee in executive session, in accordance with the New Mexico Open Meetings Act. Nothing in this paragraph shall prohibit the city manager from immediately placing the internal auditor on administrative leave due to a proposed personnel action; however, the city manager shall report the proposed personnel action to the audit committee, within seven (7) business days from the date the internal auditor is placed on administrative leave.

E. The internal auditor's work shall result in a complete written final report being made of each annual audit, special audit, investigation and/or examination made ("report") and shall be delivered to the city manager, except if the city manager is the subject of the audit, then the report shall be delivered to the mayor. The internal auditor shall also notify the governing body in writing that the final report has been delivered. Each report, in its final form, shall set out in detail, in a separate section, any violation of law or good accounting practices found. Such reports are confidential under this section until placed on the finance committee's agenda or put in their final form, whichever occurs first. Reports shall not exist in a draft form for more than thirty (30) days without presentation to the finance committee. Final reports shall also be timely presented to the audit committee. If the draft report is not ready to be delivered to the city manager in its final form or is not ready to be presented to the finance committee after thirty (30) days, then staff shall inform the finance committee, in writing, the specific date, absent court order not exceeding twenty (20) days, when the final

report will be delivered to the city manager or presented to the finance committee and the stated basis for the additional time needed.

F. Any final report for presentation to city committees or the governing body shall be included in the meeting packet and such meeting packets shall be posted on the city's website.

G. Prior to the committee meeting a final report placed on a committee agenda shall be accessible by all members of the governing body and the public, and at such time shall become a public record consistent with the Inspection of Public Records Act and its exemptions.

H. Within thirty (30) days after receipt of the report, the employee and/or division and/or department audited may notify the internal auditor of any errors in the report. If the internal auditor is satisfied from data or documents at hand, or by an additional investigation, that the report is erroneous, the internal auditor shall correct the report and furnish copies of the corrected report to all parties receiving the original report.

I. The internal auditor may disclose audit information or audit documentation that is confidential, without losing the confidentiality under this Ordinance to an independent external auditor in connection with a special audit, performance audit, attestation engagement, or other existing or potential engagement regarding the financial affairs and transactions of the city.

J. The auditor's budget shall be reflected in the city manager's proposed budget as a separate department. The budget shall be sufficient to allow the organization to carry out its responsibilities, including sufficient funding for annual continuing professional education requirements and professional certification as required by the generally accepted governmental auditing standards. The auditor's proposed budget shall be prepared and presented to the finance director and the city manager.

2-22.5 Internal auditor's duties; responsibilities; authority; administrative subpoena power.

A. If the internal auditor detects instances of possible fraud, waste, or abuse or potential violations of law by an auditee, [~~he~~] the auditor shall report the irregularities to the city manager and the audit committee.

(1) In accordance with Section 12-6-6 NMSA 1978 and state auditor's Rule 2.2.2.10K(3), a notification letter regarding the possible fraud, waste, or abuse shall also be sent to the state auditor's office whether or not an investigation by the internal auditor is conducted.

(2) If the irregularity is criminal in nature, the internal auditor shall immediately refer the irregularity to the appropriate prosecuting authority.

(3) If the irregularity warrants a special investigation, audit, and/or special audit, then the internal auditor shall conduct a special investigation, audit and/or special audit. The report shall be submitted to the city manager, the audit committee, the auditee, the governing body through the finance committee.

(4) The internal auditor shall not accept complaints related to discrimination or labor law matters. In some cases, it may be appropriate for internal audit to work with investigators or legal authorities, or withdraw from or defer further audit work on the audit or portion of the audit to avoid interfering with an ongoing investigation or legal proceeding.

B. The internal auditor shall adhere to generally accepted governmental auditing standards in conducting its work and will be considered independent as defined by those standards.

C. The internal auditor's work ~~department~~ is subject to a peer review by an appropriate professional non-partisan objective group every three (3) to five (5) years if the

internal auditor is an employee; contract internal auditors shall serve for no more than four consecutive years. A copy of the written report by an objective group shall be furnished to the city manager, audit committee, and governing body, via the finance committee.

D. The internal auditor shall have the power to subpoena witnesses, administer oaths, and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the internal auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the internal auditor and to produce evidence if so ordered, or to give testimony touching on the matter in question.

2-22.6 Scope of audits.

A. Audits, except for special audits or special investigations/examinations, will be conducted based on an annual audit plan developed in accordance with applicable professional auditing standards. This plan and any modifications thereof, are to be reviewed by the audit committee and recommended for approval.

(1) Within sixty (60) days before the beginning of each fiscal year, the internal auditor shall submit a one-to-five-year audit plan to the audit committee, the city manager and the governing body for review and comments, but the internal auditor shall have final authority to select the audits planned. The proposed plan shall include the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and agencies for the period. This plan may be amended after review;

(2) The final plan and any amendments will be presented to the audit committee, the city manager, and subject to approval of the governing body;

(3) In the selection of audit areas and audit objectives, the determination of audit scope and the timing of audit work, the internal auditor should

consult with federal, state, and other external auditors so that the desirable audit coverage is provided and audit effort is properly coordinated.

B. The internal auditor is authorized to conduct the following audits as defined in generally accepted governmental auditing standards:

(1) *Performance/Management Audits.* Performance audits are defined as engagements that provide assurance or conclusions based on an evaluation of sufficient and appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices.

(2) *Financial Audits.*

(3) *Attestation Engagements.* Attestation engagements result in an examination, a review, or agreed upon procedures about a subject matter that is the responsibility of another party. This includes special audits.

(4) *Advisory (Non-Audit) Services.* This includes special investigations. The issued report shall not include an opinion statement or a statement indicating the investigation was done in accordance with generally accepted government auditing standards. These services are subject to applicable professional standards.

C. The auditor shall have the authority to conduct performance and financial audits, attestation engagements or to provide advisory (non-audit) services to independently and objectively determine whether:

(1) The city, state or federal law authorizes the implemented activities and programs that are the subject of the audit;

(2) The objectives intended by city, state, or federal law are efficiently and effectively accomplished in the implementation of activities and programs;

(3) The expenditure of funds was or is in compliance with applicable laws;

(4) The revenues were or are properly collected, deposited, and accounted for;

(5) The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;

(6) The desired result or benefits are being achieved;

(7) Resources, including funds, property and personnel, were or are adequately safeguarded, controlled, and used in a faithful, effective, and efficient manner;

(8) Financial and other reports fairly and fully disclosed all information as required by law necessary to evaluate and ascertain the nature and scope of programs and activities;

(9) Management established operating and administrative procedures and practices, accounting internal control systems and internal management controls were and are adequate and functioning as intended;

(10) City policies, budgets, goals, and objectives were and are fully implemented; and

(11) Indications of fraud, waste, abuse, or illegal acts are valid and need further investigation.

2-22.7 Reports.

A. The internal auditor shall report results of all types of audits, investigations and/or engagements in their final report form to the audit committee, the city manager, the auditees, and the governing body via the finance committee.

B. All types of audit reports, investigations, and/or engagements, in their final report form, are public records, available for public inspection.

C. The internal auditor's reports, including attestation engagements, shall follow the guidelines as specified in generally accepted governmental auditing standards, or in the case of a non-audit service applicable professional auditing standards.

D. At a minimum audit and attestation engagement reports should include:

(1) Statements describing the objectives, scope and methodology of the audit;

(2) A statement that the audit was performed in accordance with generally accepted government auditing standards;

(3) Background information, audit results, and findings as appropriate;

(4) A conclusion based on the audit objectives and the audit findings.; and

(5) The findings in the audit report should present sufficient, appropriate evidence to support the conclusion in relation to the audit objectives.

E. Responses submitted by the city manager relevant to the audit findings must include a remediation plan specifying dates and corrective action to be taken to resolve the issue.

(1) A response is required within fourteen (14) days of receipt of a final report;

(2) If no response is received, the internal auditor will note that fact in the transmittal letter and will release the report without a remediation plan.

F. The internal auditor shall submit an annual report to the audit committee, city manager, and governing body via the finance committee within sixty (60) days after fiscal year end indicating all audits, investigations, and/or engagements completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

2-22.8 Reporting.

The internal auditor shall follow the internal audit plan, report to the governing body via the finance committee, the auditees, the city manager, and the audit committee regarding all audit activities, results, and conclusions. Depending on the type of audit, the internal auditor shall report more frequently when requested.

2-22.9 Contract auditors, consultants, and experts.

Within budgetary constraints, the internal auditor may obtain the services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors, or other professional experts necessary to perform the functions of the internal audit department. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The internal auditor shall coordinate and monitor auditing performed by persons under contract to the internal auditor.

2-22.10 Penalty; cooperation; retaliation prohibited.

A. All city officials, employees, and contractors shall provide the internal auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence, electronic data, property, equipment and facilities, and any other materials within their custody. At the internal auditor's request, an official, employee, or contractor shall prepare reports and provide interviews. If an auditee, official, employee, vendor, or contractor fails to produce the requested information, the internal auditor shall notify the city manager requesting his assistance in causing a search to be made and germane exhibits to be taken from any book, paper, or record, written or electronic, excepting personal property. The city manager shall require the officials, employees, vendors, or contractors to produce the requested information. Further, all contracts with outside contractors and subcontractors shall contain a "right-to-audit" clause providing the internal auditor access to the contractor's employees and to all financial and performance

related records, property, and equipment purchased in whole or in part with governmental funds.

B. No person shall retaliate against, punish, or penalize any other person for complaining to, cooperating with, or assisting the internal auditor in the performance of his office. The internal auditor, all city employees and public officials, and any person cooperating with the internal auditor in performance of duties has the same protections as provided for in the Federal Whistle Blower Protection Act and the New Mexico Whistleblower Protection Act, Sections 10-16C-1 et seq. NMSA 1978.

C. Any official or employee who violates this section may be subject to discipline as may be specified in applicable city ordinances or any applicable collective bargaining agreement.

2-22.11 Audits and the Inspection of Public Records Act.

A. This subsection is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by § 3-17-1 et seq. and § 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by the New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act § 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of the Santa Fe Municipal Charter. The purpose of this subsection is within both the city's home rule powers and the delegated powers that all municipalities have to provide for the general welfare of their residents by the general welfare clause in Section 3-17-1(B) NMSA 1978 and police power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order within the municipality" by Section 3-18-1(F) and (G) NMSA 1978.

B. At all times during the audit process and after the report becomes a public record; the internal auditor shall follow applicable standards and 2.2.2 NMAC regarding the release of any information relating to the audit. Applicable standards include but are not

limited to the AICPA Code of Ethics Rule 301 and related interpretations and guidance, Institute for Internal Auditors interpretations and guidance and GAGAS 4.30 to 4.32 and GAGAS 4.40 to 4.44.

Section 13. Section 2-23 SFCC 1987 (being Ord. No. 2020-3, § 1, as amended) is hereby repealed.

Section 14. 26-1.6 SFCC 1987 (being Ord. No. 2005-30(A), § 35 and Ord. #2007-45, § 30, as amended) is hereby amended to read:

26-1.6 - Creation of office of affordable housing.

A. The office of affordable housing shall be established to administer the Santa Fe homes program in accordance with the provisions of this chapter, and to administer the city's other affordable housing programs. [~~The office of affordable housing shall be an independent department responsible to the city manager.~~]

B. In administering this chapter, the office of affordable housing shall work with the land use [~~department~~] division to eliminate conflict and duplication in the permitting and development approval process.

C. The office of affordable housing shall administer any agreements previously executed by the city and others.

Section 15. 26-3.5 SFCC 1987 (being Ord. No. 2007-23, § 8, as amended) is hereby amended to read:

26-3.5 - Definitions.

AHTF means the affordable housing trust fund.

Administrative procedures refer to the administrative procedures adopted by resolution that outline application, evaluation, and all other administrative procedures associated with the AHTF.

Affordable housing means residential housing primarily for persons or households of low

or moderate income.

Allowable uses means those uses for the AHTF which are set forth in subsection 26-3.4 SFCC 1987.

Community housing priorities means priorities established from time to time by the governing body to guide the allocation of funds from the AHTF.

Comprehensive housing strategy means a services delivery system that addresses the full continuum of housing needs from the homeless to the homebuyer.

Eligible households means a person or households of low or moderate income as defined in rules adopted by the New Mexico Mortgage Finance Association.

Leverage means the dollar value of other resources committed to projects for which an application and approval has been received for a loan or grant from the AHTF. Each dollar committed to the project that is not generated from the AHTF shall be considered as leverage.

Office of affordable housing means the [~~department~~] division of the city of Santa Fe or its successor administering affordable housing programs.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Department Reorganization

2020-20 Department Reorg

Final Audit Report 2020-07-24

Created:	2020-07-24
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJs9ffrQiGwv8DW4nxzjJ3gNqhAHnzO5

"2020-20 Department Reorg" History

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ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7E

Request for Approval to Publish Notice of Public Hearing on August 29, 2020: BILL 2020-20. An Ordinance Relating to Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing Certain City Departments, Organizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, Recreation Division, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health and Safety Department; and Placing the Constituent and Council Relations Department into the City Clerk's Office; Amending 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-9; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and the Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that Are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Jesse Guillen, Legislative Liaison jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW

Governing Body (Request to Publish)	07/29/2020
Quality of Life Committee (Scheduled)	08/05/2020
Governing Body (Public Hearing)	08/26/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler to inform the public about the meeting. Unanimously approved to forward to 7/29/2020 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

SUBSTITUTE BILL

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING EFFICIENCIES, ENHANCING EFFECTIVENESS, AND ELIMINATING SILOS BY REORGANIZING CERTAIN CITY DEPARTMENTS, ORGANIZING THE ECONOMIC DEVELOPMENT DIVISION, OFFICE OF AFFORDABLE HOUSING [~~OFFICE~~], PLANNING AND LAND USE DEPARTMENT, TOURISM SANTA FE DEPARTMENT, [~~RECREATION DIVISION,~~] AND THE ARTS AND CULTURE DEPARTMENT AS DIVISIONS OF A COMMUNITY DEVELOPMENT DEPARTMENT; ORGANIZING THE COMMUNITY SERVICES DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, RECREATION DIVISION, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY AS DIVISIONS OF A COMMUNITY HEALTH AND SAFETY DEPARMENT; AND PLACING [~~THE~~] CONSTITUENT AND COUNCIL RELATIONS [~~DEPARTMENT~~] INTO THE CITY CLERK'S OFFICE TO FORM AN OFFICE OF COMMUNITY ENGAGEMENT; AMENDING SECTION 2.6-3; REPLACING SECTION 2-8 SFCC 1987 WITH A NEW SECTION 2-8 SFCC 1987 THAT ESTABLISHES ALL CITY DEPARTMENTS; REORGANIZING EXISTING SECTIONS 2-8, 2-14, 2-15, 2-19, AND 2-10 AS

underscored material = new [~~bracketed material~~] = delete

SUBSECTIONS OF THE NEW SECTION 2-8; ESTABLISHING IN ORDINANCE THE EXISTING INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT AND [~~THE~~] CONSTITUENT AND COUNCIL SERVICES [~~DEPARTMENT~~]; AND REPEALING THE SECTIONS OF CHAPTER 2 THAT ESTABLISH DEPARTMENTS THAT ARE EITHER BECOMING DIVISIONS OR NOLONGER EXIST, SECTIONS 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, AND 2-23 SFCC 1987; AMENDING SECTION 2-22 SFCC 1987 TO PROVIDE CONTRACT INTERNAL AUDIT FUNCTIONS; [~~AND~~] AMENDING SECTIONS 26-1.6 AND 26-3.5 REGARDING THE OFFICE OF AFFORDABLE HOUSING; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.

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

Section 1. Section 2-6.3 SFCC 1987 (being Code 1953, § 2-60; Code 1973, § 2-84; SFCC 1981, § 2-1-24, as amended) is hereby amended to read:

2-6.3 Duties of the city clerk. The city clerk shall:

A. Keep in custody all minutes, ordinances and resolutions approved by the governing body;

B. Attend all meetings of the governing body;

C. Record all proceedings, ordinances and resolutions of the governing body;

D. Upon request, furnish copies of municipal records. The city clerk may charge a reasonable fee for the cost of furnishing copies of municipal records;

E. Administer the municipal election and perform other election duties required pursuant to Articles 8 and 9, Chapter 3 NMSA 1978;

F. Have custody of, and safely keep, all official records and documents, such as contracts, agreements, deeds, of the city, the originals of which are to stay in the office, except

upon request of the city attorney for purposes of litigation;

G. Administer and process the filing and release of liens for the city as prescribed by Article 36, Chapter 3 NMSA 1978 or as otherwise provided by law; [~~and~~]

H. Administer and manage the office of community engagement, which includes constituent and council services [~~Department~~]; and

[~~H~~] I. Perform other duties prescribed by law, ordinance or city rules and regulations.

Section 2. Section 2-8 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby repealed.

Section 3. A new Section 2-8 SFCC 1987 is hereby ordained to read:

[NEW MATERIAL] 2-8 CITY DEPARTMENTS.

2-8.1 Finance Department.

A. Creation of department.

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

B. Finance officer.

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

(2) *Duties.* The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep his accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in his possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in his care;

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

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

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

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

2-8.2 Community Health and Safety Department.

A. Creation of department.

There is created a department of city government to be known as the "community health and safety department", comprised of [~~four~~] five divisions: the police department, the fire department, the community services department, the recreation division, and the office of emergency management and safety.

B. Police Department.

(1) Powers and duties generally. Police officers shall execute and return all

writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) Appointment of police officers; commissions. No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal [~~policeman~~] police officers without first having received his appointment in writing, known as his "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all [~~policemen~~] police officers of the department.

(3) Training schools and examinations.

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

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

(c) In the taking of all written examinations there shall be assigned

to each applicant a number which shall be endorsed on his examination papers, and the grading of the examinations shall be by number only.

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

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) Extra or emergency police officers.

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

(5) Police department reserve.

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

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

(i) Summarily discipline or dismiss members without

appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

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

d. Powers and Duties.

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

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

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

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

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

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

g. Workmen's Compensation. The city shall immediately take steps to provide necessary workmen's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

C. Fire Department**.**

~~[(1) Volunteer firefighters. There is created in the city "fire department, volunteer firefighters force", hereinafter referred to as the volunteer firefighters.~~

~~(a) The volunteer firefighters shall be subject to all regulations of the fire department of the city of Santa Fe and along with paid firemen be subject to the authority of the chief of city fire department who shall have sole and exclusive authority to:~~

~~(i) approve or disapprove of membership in the volunteer firefighters.~~

~~(ii) discipline or dismiss members of the volunteer firefighters subject to the same grievance procedure as set out in Ordinance No. 1983-44.~~

~~(b) The volunteer firefighters and its individual members shall~~

~~have authority in fire protection only upon request by the city fire dispatch.~~

~~(c) Volunteer firefighters; powers and duties.~~

~~(i) The duties of the volunteer firefighters are to provide safe and efficient fire fighting by adhering to any and all city of Santa Fe standard operating procedures, as referenced herein, or as may be amended from time to time, in Exhibit A, attached hereto.~~

~~(ii) The volunteer firefighters shall be summoned and will respond simultaneously with fire apparatus. Volunteer firefighters and paid firefighters shall possess the same powers and perform the same duties.~~

~~(d) Volunteer firefighters; insurance.~~

~~(i) The city shall provide necessary liability insurance covering liability that may arise against the city, its officers, employees, volunteer firefighters, or agents as a result of activities of the volunteer firefighters on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.~~

~~(ii) Active volunteer firefighter members are covered by an accident, sickness, or disability insurance policy which is paid by the City of Santa Fe.]~~

[~~(2)~~](1) Department authority and powers.

(a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B(1), the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose

of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

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

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(3) Department members designated as special police officers. Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any

fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(4) Obstructing or interfering with firemen. It is unlawful for any person to obstruct, annoy, or interfere with firemen wile in the discharge of their duties.

D. Community Services [~~Division~~] Department. The community services [~~division~~] department includes senior services, libraries, and family and youth services.

F. Office of Emergency Management and Safety.

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

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

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

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

(2) Definitions.

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

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

emergencies and disasters.

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

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

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

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

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

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

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

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

(3) Purpose.

(a) The purpose of the office of emergency management and safety is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

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

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

(d) The office of emergency management and safety shall ensure that safety is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

(4) Emergency manager. The emergency manager shall:

(a) Be responsible to the [~~city manager~~] director of community

health and safety for the organization, administration, and operation of the emergency management program of the city;

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

(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

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

(e) Manage the [~~emergency operations center ("~~]EOC[~~")~~]; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

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

(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the [~~national incident management system~~] NIMS.

(5) Financing.

(a) Funds for necessary expenses of the office of emergency

management and safety, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.

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

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

2-8.3 Community Development Department.

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

2-8.4 Information Technology and Telecommunications Department.

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

2-8.5 Public Works Department.

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

2-8.6 Public Utilities Department.

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

2-8.7 Human Resources Department.

There is created a department of city government to be known as the "human resources

department".

[~~**2-8.8 Council and Constituent Relations Department.**~~

~~There is created a department of city government to be known as the "council and constituent relations department," within the office of the city clerk.~~]

Section 4. Section 2-9 SFCC 1987 (being Code 1953, § 18-1; Code 1973, § 25-1; SFCC 1981, § 5-1-1) is hereby repealed.

Section 5. Section 2-10 SFCC 1987 (being Ord. No. 1987-55 § 1, as amended) is hereby repealed.

Section 6. Section 2-11 SFCC 1987 (being Ord. No. 1983-33, § 1, as amended) is hereby repealed.

Section 7. Section 2-12 SFCC 1987 (being Ord. No. 2007-45) is hereby repealed.

Section 8. Section 2-13 SFCC 1987 (being Ord. No. 1987-26, § 2, as amended) is hereby repealed.

Section 9. Section 2-16 SFCC 1987 (being Ord. No. 1975-20, as amended) is hereby repealed.

Section 10. Section 2-19 SFCC 1987 (being Ord. No. 2014-22, § 2) is hereby repealed.

Section 11. Section 2-21 SFCC 1987 (being Ord. No. 2014-22, § 3) is hereby repealed.

Section 12. Section 2-22 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby amended to read:

2-22 INTERNAL AUDIT [~~DEPARTMENT~~].

2-22.1 Short title.

Section 2-22 SFCC 1987 shall be cited as the "Internal Audit [~~Department~~] Ordinance."

2-22.2 Findings; purpose; goals.

A. The governing body finds that good governance, transparency and accountability are critical in the public sector for the effective and credible functioning of a healthy democracy, and in fulfilling the government's responsibility to citizens and taxpayers.

B. Transparent and reliable reporting and effective auditing in government serve to promote accountability, enhance the effectiveness of government services to its citizens, and increase the public's confidence in their government.

C. The members of the governing body share a duty to insure that the actions of public officials, employees and contractors of the city are carried out in the most responsible manner possible and that city policies, budgets, goals and objectives are fully implemented.

D. To accomplish this, the city requires the services of an independent office or contractor to provide independent, objective assurance and review services designed to promote transparency, accountability, efficiency and effectiveness of city government.

E. The governing body does hereby establish the internal audit department, an independent city department of city government or an independent contractor reporting to the city manager, which shall oversee the functions hereby established. To ensure independence and compliance with generally accepted governmental auditing standards, the internal auditor:

(1) Shall report results to the city manager, the audit committee, the finance committee and the governing body;

(3) Has access to the governing body in accordance with the Open Meeting Act; and

(4) Is sufficiently removed from political pressures to conduct audits and report findings, opinions, and conclusions objectively without fear of political reprisal.

F. The [~~governing body also directs the~~] internal audit department, in cooperation with the audit committee, shall establish job descriptions and department policies

and procedures based on generally accepted governmental auditing standards; and to adopt the Code of Ethics as defined by the Institute of Internal Auditors.

2-22.3 Definitions.

For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Auditees mean the city related departments, programs, activities, agencies, vendors, contractors, employees, public officials or other city related entities affected by an audit or investigation.

Committee means the City of Santa Fe audit committee.

Contractors mean all city contractors.

Employee means a city employee.

Internal auditor means the internal auditor who is the head of the internal audit department or the city's primary contact for the internal audit contractor.

Official means the mayor or a city councilor.

Report means an audit, a special audit, an investigation and/or an examination.

Special investigation or special audit means additional procedures or audits undertaken because the need was not previously foreseen.

2-22.4 Creation of the internal audit department; resources; staff.

A. The internal audit department is created as an independent office of city government. The internal auditor [~~is~~] shall either be the head of the internal audit department or an independent contractor and shall report to the city manager.

B. The audit committee shall review applications for and make a recommendation to the city manager for hiring an internal auditor[~~, a city employee~~].

C. The internal auditor shall review applications and make recommendations to the city manager for hiring other internal audit department employees[~~;~~] or procuring

independent contractors [~~to be procured~~] for assistance with the internal audit [~~department~~].

D. In accordance with law and in consultation with the city attorney's office, the city manager shall report proposed personnel actions, such as hiring, discipline, or termination, relating to the internal auditor to the audit committee in executive session, in accordance with the New Mexico Open Meetings Act. Nothing in this paragraph shall prohibit the city manager from immediately placing the internal auditor on administrative leave due to a proposed personnel action; however, the city manager shall report the proposed personnel action to the audit committee, within seven (7) business days from the date the internal auditor is placed on administrative leave.

E. The internal auditor's work shall result in a complete written final report being made of each annual audit, special audit, investigation and/or examination made ("report") and shall be delivered to the city manager, except if the city manager is the subject of the audit, then the report shall be delivered to the mayor. The internal auditor shall also notify the governing body in writing that the final report has been delivered. Each report, in its final form, shall set out in detail, in a separate section, any violation of law or good accounting practices found. Such reports are confidential under this section until placed on the finance committee's agenda or put in their final form, whichever occurs first. Reports shall not exist in a draft form for more than thirty (30) days without presentation to the finance committee. Final reports shall also be timely presented to the audit committee. If the draft report is not ready to be delivered to the city manager in its final form or is not ready to be presented to the finance committee after thirty (30) days, then staff shall inform the finance committee, in writing, the specific date, absent court order not exceeding twenty (20) days, when the final report will be delivered to the city manager or presented to the finance committee and the stated basis for the additional time needed.

F. Any final report for presentation to city committees or the governing body

shall be included in the meeting packet and such meeting packets shall be posted on the city's website.

G. Prior to the committee meeting a final report placed on a committee agenda shall be accessible by all members of the governing body and the public, and at such time shall become a public record consistent with the Inspection of Public Records Act and its exemptions.

H. Within thirty (30) days after receipt of the report, the employee and/or division and/or department audited may notify the internal auditor of any errors in the report. If the internal auditor is satisfied from data or documents at hand, or by an additional investigation, that the report is erroneous, the internal auditor shall correct the report and furnish copies of the corrected report to all parties receiving the original report.

I. The internal auditor may disclose audit information or audit documentation that is confidential, without losing the confidentiality under this Ordinance to an independent external auditor in connection with a special audit, performance audit, attestation engagement, or other existing or potential engagement regarding the financial affairs and transactions of the city.

J. The auditor's budget shall be reflected in the city manager's proposed budget as a separate department. The budget shall be sufficient to allow the organization to carry out its responsibilities, including sufficient funding for annual continuing professional education requirements and professional certification as required by the generally accepted governmental auditing standards. The auditor's proposed budget shall be prepared and presented to the finance director and the city manager.

2-22.5 Internal auditor's duties; responsibilities; authority; administrative subpoena power.

A. If the internal auditor detects instances of possible fraud, waste, or abuse or

potential violations of law by an auditee, [~~he~~] the auditor shall report the irregularities to the city manager and the audit committee.

(1) In accordance with Section 12-6-6 NMSA 1978 and state auditor's Rule 2.2.2.10K(3), a notification letter regarding the possible fraud, waste, or abuse shall also be sent to the state auditor's office whether or not an investigation by the internal auditor is conducted.

(2) If the irregularity is criminal in nature, the internal auditor shall immediately refer the irregularity to the appropriate prosecuting authority.

(3) If the irregularity warrants a special investigation, audit, and/or special audit, then the internal auditor shall conduct a special investigation, audit and/or special audit. The report shall be submitted to the city manager, the audit committee, the auditee, the governing body through the finance committee.

(4) The internal auditor shall not accept complaints related to discrimination or labor law matters. In some cases, it may be appropriate for internal audit to work with investigators or legal authorities, or withdraw from or defer further audit work on the audit or portion of the audit to avoid interfering with an ongoing investigation or legal proceeding.

B. The internal auditor shall adhere to generally accepted governmental auditing standards in conducting its work and will be considered independent as defined by those standards.

C. The internal auditor's work ~~department~~ is subject to a peer review by an appropriate professional non-partisan objective group every three (3) to five (5) years if the internal auditor is an employee; contract internal auditors shall serve for no more than four consecutive years. A copy of the written report by an objective group shall be furnished to the city manager, audit committee, and governing body, via the finance committee.

D. The internal auditor shall have the power to subpoena witnesses, administer oaths, and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the internal auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the internal auditor and to produce evidence if so ordered, or to give testimony touching on the matter in question.

2-22.6 Scope of audits.

A. Audits, except for special audits or special investigations/examinations, will be conducted based on an annual audit plan developed in accordance with applicable professional auditing standards. This plan and any modifications thereof, are to be reviewed by the audit committee and recommended for approval.

(1) Within sixty (60) days before the beginning of each fiscal year, the internal auditor shall submit a one-to-five-year audit plan to the audit committee, the city manager and the governing body for review and comments, but the internal auditor shall have final authority to select the audits planned. The proposed plan shall include the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and agencies for the period. This plan may be amended after review;

(2) The final plan and any amendments will be presented to the audit committee, the city manager, and subject to approval of the governing body;

(3) In the selection of audit areas and audit objectives, the determination of audit scope and the timing of audit work, the internal auditor should consult with federal, state, and other external auditors so that the desirable audit coverage is provided and audit effort is properly coordinated.

B. The internal auditor is authorized to conduct the following audits as defined in

generally accepted governmental auditing standards:

(1) *Performance/Management Audits.* Performance audits are defined as engagements that provide assurance or conclusions based on an evaluation of sufficient and appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices.

(2) *Financial Audits.*

(3) *Attestation Engagements.* Attestation engagements result in an examination, a review, or agreed upon procedures about a subject matter that is the responsibility of another party. This includes special audits.

(4) *Advisory (Non-Audit) Services.* This includes special investigations. The issued report shall not include an opinion statement or a statement indicating the investigation was done in accordance with generally accepted government auditing standards. These services are subject to applicable professional standards.

C. The auditor shall have the authority to conduct performance and financial audits, attestation engagements or to provide advisory (non-audit) services to independently and objectively determine whether:

(1) The city, state or federal law authorizes the implemented activities and programs that are the subject of the audit;

(2) The objectives intended by city, state, or federal law are efficiently and effectively accomplished in the implementation of activities and programs;

(3) The expenditure of funds was or is in compliance with applicable laws;

(4) The revenues were or are properly collected, deposited, and accounted for;

(5) The entity, programs, activities, functions, or policies are effective,

including the identification of any causes of inefficiencies or uneconomical practices;

(6) The desired result or benefits are being achieved;

(7) Resources, including funds, property and personnel, were or are adequately safeguarded, controlled, and used in a faithful, effective, and efficient manner;

(8) Financial and other reports fairly and fully disclosed all information as required by law necessary to evaluate and ascertain the nature and scope of programs and activities;

(9) Management established operating and administrative procedures and practices, accounting internal control systems and internal management controls were and are adequate and functioning as intended;

(10) City policies, budgets, goals, and objectives were and are fully implemented; and

(11) Indications of fraud, waste, abuse, or illegal acts are valid and need further investigation.

2-22.7 Reports.

A. The internal auditor shall report results of all types of audits, investigations and/or engagements in their final report form to the audit committee, the city manager, the auditees, and the governing body via the finance committee.

B. All types of audit reports, investigations, and/or engagements, in their final report form, are public records, available for public inspection.

C. The internal auditor's reports, including attestation engagements, shall follow the guidelines as specified in generally accepted governmental auditing standards, or in the case of a non-audit service applicable professional auditing standards.

D. At a minimum audit and attestation engagement reports should include:

(1) Statements describing the objectives, scope and methodology of the audit;

(2) A statement that the audit was performed in accordance with generally accepted government auditing standards;

(3) Background information, audit results, and findings as appropriate;

(4) A conclusion based on the audit objectives and the audit findings.; and

(5) The findings in the audit report should present sufficient, appropriate evidence to support the conclusion in relation to the audit objectives.

E. Responses submitted by the city manager relevant to the audit findings must include a remediation plan specifying dates and corrective action to be taken to resolve the issue.

(1) A response is required within fourteen (14) days of receipt of a final report;

(2) If no response is received, the internal auditor will note that fact in the transmittal letter and will release the report without a remediation plan.

F. The internal auditor shall submit an annual report to the audit committee, city manager, and governing body via the finance committee within sixty (60) days after fiscal year end indicating all audits, investigations, and/or engagements completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

2-22.8 Reporting.

The internal auditor shall follow the internal audit plan, report to the governing body via the finance committee, the auditees, the city manager, and the audit committee regarding all audit activities, results, and conclusions. Depending on the type of audit, the internal auditor shall report more frequently when requested.

2-22.9 Contract auditors, consultants, and experts.

Within budgetary constraints, the internal auditor may obtain the services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors, or other professional experts necessary to perform the functions of the internal audit department. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The internal auditor shall coordinate and monitor auditing performed by persons under contract to the internal auditor.

2-22.10 Penalty; cooperation; retaliation prohibited.

A. All city officials, employees, and contractors shall provide the internal auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence, electronic data, property, equipment and facilities, and any other materials within their custody. At the internal auditor's request, an official, employee, or contractor shall prepare reports and provide interviews. If an auditee, official, employee, vendor, or contractor fails to produce the requested information, the internal auditor shall notify the city manager requesting his assistance in causing a search to be made and germane exhibits to be taken from any book, paper, or record, written or electronic, excepting personal property. The city manager shall require the officials, employees, vendors, or contractors to produce the requested information. Further, all contracts with outside contractors and subcontractors shall contain a "right-to-audit" clause providing the internal auditor access to the contractor's employees and to all financial and performance related records, property, and equipment purchased in whole or in part with governmental funds.

B. No person shall retaliate against, punish, or penalize any other person for complaining to, cooperating with, or assisting the internal auditor in the performance of his office. The internal auditor, all city employees and public officials, and any person

cooperating with the internal auditor in performance of duties has the same protections as provided for in the Federal Whistle Blower Protection Act and the New Mexico Whistleblower Protection Act, Sections 10-16C-1 et seq. NMSA 1978.

C. Any official or employee who violates this section may be subject to discipline as may be specified in applicable city ordinances or any applicable collective bargaining agreement.

2-22.11 Audits and the Inspection of Public Records Act.

A. This subsection is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by § 3-17-1 et seq. and § 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by the New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act § 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of the Santa Fe Municipal Charter. The purpose of this subsection is within both the city's home rule powers and the delegated powers that all municipalities have to provide for the general welfare of their residents by the general welfare clause in Section 3-17-1(B) NMSA 1978 and police power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order within the municipality" by Section 3-18-1(F) and (G) NMSA 1978.

B. At all times during the audit process and after the report becomes a public record; the internal auditor shall follow applicable standards and 2.2.2 NMAC regarding the release of any information relating to the audit. Applicable standards include but are not limited to the AICPA Code of Ethics Rule 301 and related interpretations and guidance, Institute for Internal Auditors interpretations and guidance and GAGAS 4.30 to 4.32 and GAGAS 4.40 to 4.44.

Section 13. Section 2-23 SFCC 1987 (being Ord. No. 2020-3, § 1, as amended) is hereby repealed.

Section 14. Section 23-4.9 SFCC 1987 (being Ord. No. 1981-39 § 12, as amended) is hereby amended to read:

A. All requests for use of public parks for organized gatherings, including the plaza and plaza park, as well as concessions supporting these events, may be approved by the [~~parks and recreation~~] department authorized to do so by the City Manager.

B. Applicants for use of city parks shall follow and be subject to the procedures, requirements, and restrictions adopted by the governing body.

Section 15. 26-1.6 SFCC 1987 (being Ord. No. 2005-30(A), § 35 and Ord. #2007-45, § 30, as amended) is hereby amended to read:

26-1.6 Creation of office of affordable housing.

A. The office of affordable housing shall be established to administer the Santa Fe homes program in accordance with the provisions of this chapter, and to administer the city's other affordable housing programs. [~~The office of affordable housing shall be an independent department responsible to the city manager.~~]

B. In administering this chapter, the office of affordable housing shall work with the land use [~~department~~] division to eliminate conflict and duplication in the permitting and development approval process.

C. The office of affordable housing shall administer any agreements previously executed by the city and others.

Section 16. 26-3.5 SFCC 1987 (being Ord. No. 2007-23, § 8, as amended) is hereby amended to read:

26-3.5 Definitions.

AHTF means the affordable housing trust fund.

Administrative procedures refer to the administrative procedures adopted by resolution that outline application, evaluation, and all other administrative procedures associated with the

AHTF.

Affordable housing means residential housing primarily for persons or households of low or moderate income.

Allowable uses means those uses for the AHTF which are set forth in subsection 26-3.4 SFCC 1987.

Community housing priorities means priorities established from time to time by the governing body to guide the allocation of funds from the AHTF.

Comprehensive housing strategy means a services delivery system that addresses the full continuum of housing needs from the homeless to the homebuyer.

Eligible households means a person or households of low or moderate income as defined in rules adopted by the New Mexico Mortgage Finance Association.

Leverage means the dollar value of other resources committed to projects for which an application and approval has been received for a loan or grant from the AHTF. Each dollar committed to the project that is not generated from the AHTF shall be considered as leverage.

Office of affordable housing means the [~~department~~] division of the city of Santa Fe or its successor administering affordable housing programs.

Section 16. Editor's Note: SFCC 1987 is hereby amended to strike all references to "land use department" and insert in lieu thereof "planning and land use department".

APPROVED AS TO FORM:

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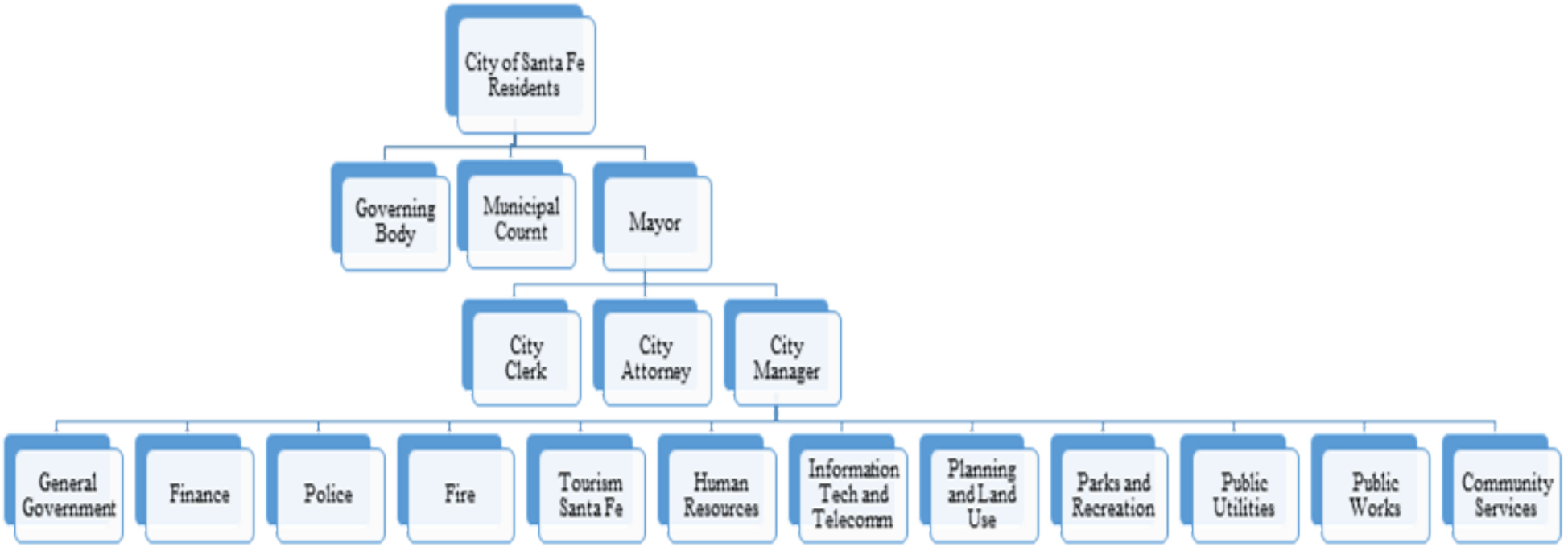
ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe
Reorganization Proposal

August 2020

Existing City Organizational Chart*



*This organizational chart that was included in the FY20 Budget Book. After that, the Arts and Culture Department was created. "General Government", a grouping created for budgetary purposes, included several organizational units, including the Office of Affordable Housing, Economic Development Department, Office of Emergency Management, and Constituent and Council Services.

Reorganization Proposal

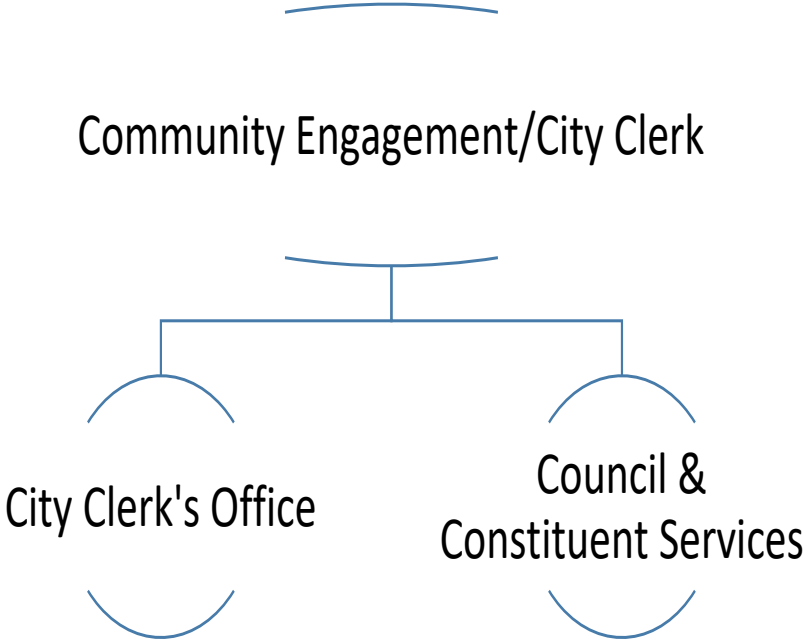
- Three primary re-organizations around the shared theme of Community:
  - Community Engagement
  - Community Development
  - Community Health and Safety

- Parks and Recreation changes, putting "like with like"

- Changes that were included in the FY21 budget that are not contingent on adopting legislation:
  - Creating a Grants Management Division to centralize grant accounting
  - Placing Safety staff in the Office of Emergency Management

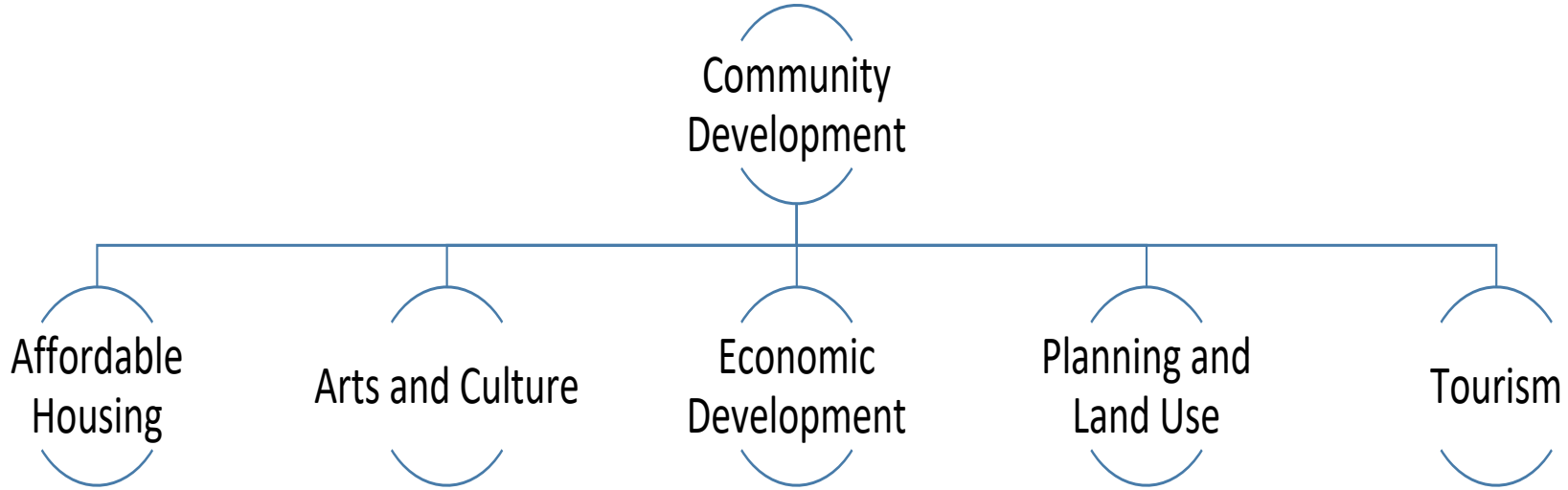
Reorganization Proposal

Relocate Constituent and Council Services into an Office of Community Engagement led by the City Clerk. With this change, the Clerk's office becomes the central hub for all external communications, resident outreach, and ongoing virtual meetings.



Reorganization Proposal

Bring together five of the City's external facing departments, Arts and Culture, Affordable Housing, Economic Development, Planning and Land Use, and Tourism, into a Community Development Department.



FY21 Recommended Budget Overview
Reorganization Proposal

Bringing together the Police, Fire, Emergency Management and Safety, Community Services, and Recreation, to comprise a Community Health and Safety Department. This department will allow the City to continue to build on a public health approach to public safety.

Community Health and Safety Mission Statement

The mission of the Community Health and Safety Department is to provide all people in Santa Fe with a safe, healthy environment in which to live, work, and to visit. We collaborate across the Police, Fire, Community Services, Recreation, and Emergency Management Divisions to help our community members live their best lives.

Community Development Mission Statement

The mission of the Community Development Department is to create a livable and equitable Santa Fe. A place where land use and transportation planning, job growth and economic diversification, housing choices of all kinds, and our unique history and cultural heritage all combine to create vibrant neighborhoods and a city place where everyone is afforded the highest level of quality of life, economic opportunity and self-expression.

City of Santa Fe Residents
City Council
Mayor
Municipal Court
*City Clerk/Community Enggagment
City Clerk's Office
Council and Constituent Services
City Manager
Finance
Accounting & Accounts Payable
Budget
Fleet
*Grants Managment
Payroll
Purchasing & Contracts
Risk
Treasury
Human Resources
Benefits
HR Operations
Wellness
Employee Relations
Information Technology
Infrastructure
End User Services
Enterprise Applications
*Community Development
Affordable Housing
Arts & Culture
Economic Development
Planning & Land Use
Tourism
*Community Health & Safety
Community Services
Emergency Management & *Safety
Fire
Police
*Recreation
Public Works
Airport
Engineering
Facilities
Midtown
*Parks & MRC
Parking
Streets& Drainage
Transit
Public Utilities
Environmental Services
Utility Billing
Water
Wastewater
City Attorney