City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY SEPTEMBER 09, 2020 4:00 PM ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY 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 Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or 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 and all past meetings of the Governing Body 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 Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm.gov.zoom.us/j/94030607153?pwd=RGgzVU04eTJSRWRjUHZiSERWOGxWdz09. **Passcode: 335157**

Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: (346) 248-7799 or (669) 900-6833 or (253) 215-8782 or (312) 626-6799 - Webinar ID: 940 3060 7153 - Passcode: 335157**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 09, 2020
4:00 PM
ATTEND VIRTUALLY

AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **SALUTE TO THE NEW MEXICO FLAG**
4. **INVOCATION**
5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
   a) Regular Governing Body Meeting – August 26, 2020
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**

    a. Request for Approval of Contract Amendment #3 with Studio X in the Amount of $125,000 for Website Services for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

    b. Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the Amount of $125,000 for Public Relations Services for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

    c. Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the Amount of $45,000 for SF Visitor's Guide Distribution Services for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

d. Request for Approval of Contract Amendment #1 with Vladimir Jones in the Amount of $1,300,000 for Advertising Agency Services for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

e. Request to Publish Notice of Public Hearing on October 14, 2020.

Bill No. 2020-26: 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. (Councilor Villarreal and Councilor Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

f. Request to Publish Notice of Public Hearing on September 30, 2020.

Bill No. 2020-24: 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 14-8 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)

g. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law for the Following Cases: (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6512 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

1. Approving the Following Requests for Two Properties Located at 4000 and 4100 Geo Lane: (1) an Amendment to the General Plan Future Land Use Map Designation from Institutional to Low Density Residential in Case #2019-19; and (2) a Rezoning from R-1 (Residential-One Dwelling Unit Per Acre) to R-5 (Residential-Five Dwelling Units Per Acre) in Case #2019-20; and
2. Denying Appeal No. 2020-2175-APPL by Christina Halaburka of the Historic Districts Review Board's Decision in Case No. 2020-1732-

HDRB and Affirming the Board's Denial of a Request to Demolish a Portion of a Yard Wall at 868 East Alameda Street, which is a Contributing Structure in the Downtown and Eastside Historic District.

h. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Rivera, Councilor Vigil Coppler and Councilor Garcia)
A Resolution Adopting the 2022-2026 Infrastructure Capital Improvements Plan (ICIP). (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

i. Request for Approval of the North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Title III Federal & State Sub-Award; Contract #2020-21-60026 (Munis Contract #3202012) in the Amount of $801,843.02 to Provide Services to Eligible Clientele Who Receive Transportation, Nutrition, and in-Home Support Services During FY 2021. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 955-4710)

j. Request for Approval of the Capital Reallocation Budget Amendment Resolution. (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638 and Bradley Fluetsch, Financial Planning & Investments, bjfluetsch@santafenm.gov, 955-6885)

k. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Rivera and Councilor 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. (Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)
    1. 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.

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

l. 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)

m. 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)
1. Request for Approval of Budget Adjustment Resolution (BAR) from Wastewater Management Division Cash Balance.

11. **DISCUSSION/ACTION ITEMS**

a. Request to Publish Notice of Public Hearing on September 30, 2020.
BILL NO. 2020-27: An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Councilor Rivera and Councilor Vigil Coppler) (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310)

b. 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)

c. Request for Approval of Professional Services Agreement in the Amount of $150,000 Pursuant to Appendix A, Fee Schedule – Bond Counsel Services for City of Santa Fe; Modrall, Sperling, Roehl, Harris & Sisk, P.A. (Bradley Fluetsch, CFA bjfluetsch@santafenm.gov, 231-8753)

d. Request to Publish Notice of Public Hearing on October 14, 2020.
BILL NO. 2020-28: An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for which Establishments that Have Obtained an Obstruction Permit from the City and a Temporary Change/Expansion of the

Liquor License Premises from the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property that has Been Specifically Authorized for Temporary Use Due to the COVID-19 Public Health Emergency and it's Effects. (Mayor Webber and Councilor Lindell) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209 and John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2020-21. ADOPTION OF ORDINANCE 2020-____. (Mayor Webber and Councilor Vigil Coppler)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Savant X, Inc. for Design Development, and Construction of Tenant Improvements; and Lease Payments, Expand a Corporate Research Center, a Local Economic Development Project. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 995-6912)

b. CONSIDERATION OF BILL NO. 2020-20. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor 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 Department; 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 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 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; and Making Such Other Changes as are Necessary. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848, Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Jesse Guillen, jbguillen@santafenm.gov, 505-955-6518) **(POSTPONED AUGUST 26, 2020)**

20. **ADJOURN**

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

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

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

SUMMARY INDEX
Governing Body
August 26, 2020

ITEM	ACTION	PAGE
1. Call to Order	Convened at 4:00 p.m.	1
2. Pledge of Allegiance	led by Councilor Romero-Wirth	1
3. Salute to the State Flag	led by Councilor Rivera	1
4. Invocation	led by Councilor Cassutt-Sanchez	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Approval of Consent Calendar	Approved as amended	2-3
8. Approval of Minutes- August 12, 2020	Approved as presented	3
9. Presentations	None	3
10. Consent Calendar Listing	Listed	3-4
Consent Calendar Discussion		
d) Homeland Security Grant extension	Approved	4-5
11. Discussion/Action Items		
a) Santa Fe Estates Amendment 2	Approved	5
b) Food Depot Amendment #1	Approved	5-6
c) Neighbor to Neighbor Fund Drive	Approved	6-7
d) Recovery Center Dorm Use	Approved	7-8
12. Matters from the City Manager	None	8
13.Matters from the City Attorney	None	8
Executive Session	4:30 – 5:28	8-9
14. Matters from the City Clerk	None	9
15. Communications from Gov. Body	Communicated	9-11
Evening Session	6:00 pm	11
16. Petitions from the Floor	Petitions made	11-12
17. Appointments	Bicycle and Trails	12-13
18. Public Hearings		
a. Land Use Code Enforcement Ordinance	Approved	14
b. 4000-4100 Geo Park Lane GPA	Approved	15-42
19. Adjournment	Adjourned at 8:27 pm	42

MINUTES OF THE
REGULAR MEETING OF THE GOVERNING BODY
Wednesday, August 26, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, August 26, 2020, at approximately 4:00 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Rivera.

4. INVOCATION

The Invocation was led by Councilor Cassutt-Sanchez.

The Governing Body observed a moment of silence for those experiencing difficulties.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera

Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Eli Isaacson, Land Use Department Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the agenda as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Garcia requested discussion on 10(d).

Councilor Villarreal asked to be listed as a cosponsor on 10(e).

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with item 10(d) pulled for discussion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

8. APPROVAL OF MINUTES:
Regular Governing Body Meeting – August 12, 2020

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of the regular Governing Body meeting on August 12, 2020 as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

9. PRESENTATIONS

There were no presentations.

10. CONSENT CALENDAR LISTING

a. Request to Publish Notice of Public Hearing on September 30, 2020.
BILL NO. 2020-22 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. (Mayor Webber and Councilor Lindell) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

b. Request for Approval to Publish Notice of Public Hearing on September 30, 2020.
BILL NO. 2020-23: An Ordinance Amending Section 23-7.4 Relating to Golf Rates at the MRC. (Councilors Lindell and Vigil Coppler) (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

c. Request to Publish Notice of Public Hearing on September 30, 2020.
BILL NO. 2020-24: 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 14-8 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 QuasiPublic 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)

d. This item was pulled for discussion by Councilor Garcia

e. CONSIDERATION OF RESOLUTION NO. 2020-33. (Councilor 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. (Thomas Martinez, Director of Operations and Maintenance, tamartinez@santafenm.gov, 955-2006)

f. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Sierra Linda, LLC for a Transfer of Location Only of Inter-Local Liquor License #2766, with On-Premise Consumption Only and Patio Service, from 5300 Sequoia Road NW, Albuquerque, to Palace Prime, 142 W. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

CONSENT CALENDAR DISCUSSION

d. Request for Approval of the 2018 State Homeland Security Grant Program Sub-Grant Amendment to Extend the Period of Performance through September 30th, 2020; New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director, kamason@santafenm.gov, 955-6704)

Councilor Garcia asked Mr. Mason for clarification. It says Security Upgrades, but he thought there was training also.

Mr. Mason explained that there was training in the overall program but no more training now for this sub-grant because of the effects of the pandemic.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the Homeland Security sub-grant extension as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

11. DISCUSSION/ACTION ITEMS

a. Request for Approval of Amendment #2 to Termination Agreement between the City of Santa Fe and Santa Fe Estates, Incorporating the Cure Proposal Submitted by SF Estates to Address the City's Objections. (Rich Brown, Director, Office of Economic Development, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

Ms. Vigil read the caption for this case.

Director Brown presented this request to the Governing Body. He described it as a complex termination agreement.

Ms. McSherry said she would answer questions if there were any.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve Amendment #2 to the Termination Agreement between the City of Santa Fe and Santa Fe Estates as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

b. Request for Approval of Amendment #1 to the Building Lease Agreement Between the City of Santa Fe and the Food Depot, Inc. Lease Amendment Would Provide the Food Depot the Ability to Facilitate Improvements to the Leased Building and Rectify the Concerns Addressed with the Current Lease and Enter Into a Sub-Lease with Affordable Solar (Solar Provider),

While Staying in Compliance with City of Santa Fe Lease Terms. (Rich Brown, Director, Office of Economic Development: rdbrown@santafenm.gov, 955-6625)

Ms. Vigil read the caption for this case.

Director Brown presented the request.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve Amendment #1 to the Building Lease Agreement between the City of Santa Fe and the Food Depot as presented.

Discussion on the Motion:

Councilor Villarreal asked, with this change in the lease agreement, if the Food Depot will still be responsible for the maintenance and upkeep of the facility, including the solar panels.

Director Brown said the Food Depot is managing the Depot facility for a one-year period, but he did not have an answer to the specific question.

Ms. Salazar explained that the schedule is for the owner of the building to maintain the building and solar panels are included in that schedule.

Director Brown said he just received an email from Director Wheeler and indicated that there is someone to handle that.

Councilor Villarreal said she knew the lessee would need to manage that.

Ms. Salazar nodded in agreement.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

c. CONSIDERATION OF RESOLUTION NO. 2020-34. (Councilor Vigil Coppler, Councilor Cassutt-Sanchez, Councilor Villarreal, Councilor Rivera, Councilor Garcia, and Councilor Lindell)

A Resolution Supporting the Ninth Annual Neighbor to Neighbor Fund Drive. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Ms. Vigil read the caption for this case.

Mr. Guillen was present to respond to questions.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Resolution supporting the Ninth Annual Neighbor to Neighbor Fund Drive as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

d. 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)

Ms. Vigil read the caption for this case.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Amendment #1 of the Lease Agreement with the Santa Fe Recovery Center, as presented.

Discussion on the Motion:

Councilor Vigil Coppler asked for the frequency of payment.

Ms. Salazar said the payments are per month.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill had no matters to communicate to the Governing Body.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended the Governing Body go into executive session for discussion on two litigation cases filed in the First Judicial District Court Captioned Case D-101-CV-2020-00979 and D-101-CV-2019-02819.

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of Pending or Threatened Litigation, Including, but Not Limited to, Two Cases Filed in the First Judicial District Court, Both Captioned , Case Numbers D-101-CV-2020-00979 and D-101-CV-2019-02819. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to discuss the matters listed on the agenda as recommended by the City Attorney.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

The Governing Body entered executive session at 4:20.

The Governing Body ended the executive session at 5:26 pm.

Mayor Webber reconvened the meeting at 5:28 pm

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to return to open session, stating for the record, that the discussion was limited to those issues listed on the agenda.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

14. MATTERS FROM THE CITY CLERK

Ms. Vigil had no matters to communicate to the Governing Body.

15. COMMUNICATIONS FROM THE GOVERNING BODY

A copy of the Bills and Resolutions scheduled for Introduction by Members of the Governing Body is incorporated herewith to these minutes as Exhibit 1.

Councilor Lindell had nothing to communicate at this time.

Councilor Garcia showed behind him the Santa Fe River Park and Trail. He remembered when he was a child, the River was gushing with water and now is a trickle. It has a great 10-mile bike trail along the River. He gave a shout out to Andy Otto with the Santa Fe River Association for keeping the river flowing.

Councilor Vigil Coppler suggested maybe a fishing derby. Behind her was the Genoveva Chávez Ice Rink. She hoped is was open but didn't know. She knew some of the Albuquerque rinks are open. If not, she would make a push for the ice rink to open.

She also thanked John Romero, who followed up quickly regarding the dust occurring at the intersection of Richards Avenue and Beckner Road. He was able to start resolving the dust issue from construction going on nearby.

Thirdly, she gave a shout out to the State Employees Credit Union. School kids have to study and learn at home. The Credit Union increased their bandwidth and set up classrooms for employees to bring their kids to all branches with tutors to help them with their lessons while their parents are working at the Credit Union. That was a phenomenal thing to do. It was a wonderful business decision to deal with COVID-19 and help families. Now, the Credit Union is getting requests from the general public to also let their children attend.

Councilor Abeyta gave a shout out to Nick Fife and the Park Crew for working on the medians in District 3.

Councilor Romero-Wirth alerted the Governing Body that she was experiencing lightning and thunder on her side of town and if she disappeared it would be because of that storm.

Councilor Rivera wanted to give a big congratulations to all retiring City employees who in other times would be given a presentation at Council meeting. He wished his mother and his eldest daughter happy birthday wishes on Sept 7 and 10, respectively.

He gave an update on the airport. We have not had advisory meetings, but they had good results from their recent FAA inspection. Among projects completed recently were the Runway 20 safety area, Runway 1020 has been repaved, the north ramp lighting was upgraded to LED lighting, and they cleaned out some grants. The parking lot expansion had final grading and LEED points are being calculated. The terminal design is progressing.

He introduced an ordinance amending 12-2.1 SFCC 1987 to update the version of the International Fire Code adopted by the City of Santa Fe. It was read into the record.

A copy of the proposed Ordinance is incorporated herewith to these minutes as Exhibit 2.

Councilor Villarreal recognized that today is Women's Equality Day and a momentous anniversary of the 19th Amendment. She thanked Councilor Cassutt-Sanchez for her participation and to the League of Women Voters for organizing the parade. It was a nice celebratory moment and a nice way to celebrate with people in their cars, although we cannot do it together. With this anniversary of the 19th Amendment, allowing women to vote to thank them for their tireless work to pave the way and continue to fight for that right. It took another 50 years to grant that right to women of color. Even though it is less than 80 days away from the election, women recognize the power of their vote. And although mail-in voting is being suppressed during this pandemic, we are lucky that in New Mexico we don't have obstacles to that.

Councilor Cassutt-Sanchez wished a happy second birthday to her daughter, Emma. She gave a happy anniversary to her husband and a happy birthday to her nephew. She also said she might disappear from the lighting storm.

Mayor Webber wished a happy birthday to our City Manager's dad and son and to his own daughter. Thanks for all fire fighters right now and the work of outside

groups in fighting the fires here. Chief Litzenberg and Chief Babcock working to restore safety in their efforts to end the fire. Thanks for all who are returning to school with parents stretched thin and teachers and students working. The Santa Fe School District is working hard to make it work.

On behalf on the census – it is still important for bringing money back to the State. Answering the census turns it into a significant amount for us in local government.

He forgot to make the introduction until after the break.

The Governing Body took at break at 5:44 until 6 pm.

Mayor Webber introduced an Ordinance amending Section 23-6.2 SFCC 1987 to extend the time period for which establishments that have obtained an obstruction permit from the City and a temporary change/expansion of Liquor License Premises from the New Mexico Alcoholic Beverage Control Division may serve alcohol on City sidewalks, streets, right-of-way, or other property that has been specifically authorized for temporary use due to the COVID-19 Public Health Emergency and its effects.

EVENING SESSION - 6:00 P.M.

Mayor Webber called the meeting back to order at approximately 6:00 pm with all members of the Governing Body present except Councilor Romero-Wirth whose home was without electricity from the storm.

Mr. Guillen noticed that Mayor Webber he forgot his introduction (presented above).

There is no power at Councilor Romero-Wirth's home. She decided to drive to City Hall in order to participate in the evening session.

16. **PETITIONS FROM THE FLOOR**

Mayor Webber reminded members of the public to wait until their testimony on one of the two public hearings until they are heard. He gave each two minutes.

Stefanie Beninato, P. O. Box 1601, said she was speaking also under the public hearing. She began to make her petition and her call was lost.

The Governing Body went to the next petitioner while trying to restore Ms. Beninato.

Oshana did not give her full name or address. She said, "Do you realize there is no pandemic? More people died last year than this year. The pandemic never occurred. Isn't it odd that many have been trained, like Pavlov's dog to jump on demand, wear masks, and stay home, even though the pandemic never occurred? The vaccine, however, will occur and that is the plan. The vaccine may contain darcas hydrogel that intermingles with every cell in your body. It is programmable with frequency. Oh yes, and 5G will occur with frequency that will, as 5G contains program everyone whatever is required. Required for what you will ask. Whatever for this smart city in the UN agenda for 2030. And the best thing to say about that is ride your bike everywhere."

Stefanie Beninato was restored. She said she sent the Councilors some photos by email and she was concerned that even by GSP, they could not find the injured hikers that afternoon. It was another 24 hours. She was also concerned that the HDRB Staff didn't get notice to the paper so that meeting had to be canceled because of lack of notice. "I can tell you from trying to use the complaint system ..."

Mayor Webber noted that her phone call was lost again. He noted that the members did get her written submittal by email and everybody had read it.

There were no other petitions from the floor.

17. **APPOINTMENTS**

a. Bicycle and Trails Advisory Committee

Mayor Webber appointed Khalil J. Spencer for a new term ending 6/2022, Sky Tallman to a new term ending 6/2022, Judith Gabriele to fill unexpired term ending 6:2022, and Yvette Serrano to fill unexpired term ending 6/2022.

Councilor Garcia was excited to have new BTAC members for the meeting planned to meet on September 10.

Councilor Vigil Coppler asked how they are represented by District. Two are returning and both of them do a wonderful job. What are the other districts represented? Are we fairly even? It is hard to find those who want to serve.

Councilor Garcia said two of them are from District 2 and one is from County at-large. He hoped for a great outcome. They will be reviewing potential legislation at the September meeting. The apportionment is considered with the recommendation.

Councilor Vigil Coppler knew the representative from District 3 had resigned. No one had the districts 3 and 4 represented in the list.

Councilor Garcia agreed to follow up to ensure Districts 3 and 4 would be represented on BTAC.

Councilor Vigil Coppler said the representative from District 3 was a good member but had to resign. 1 and 2 are well represented for those trails and she worked to make sure the trails on the south side are up to par. But the Committee doesn't have great representation on the south side. She will keep her eye out for representatives from 3 and 4.

Councilor Rivera asked Councilor Garcia if he changed the day and time of the BTAC meetings.

Councilor Garcia said he did and explained they had to change it to avoid conflicts with other meetings.

Councilor Rivera thought perhaps the District 3 representative would be able to continue with that meeting change.

Mayor Webber made the appointments as shown above.

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve the appointments made by Mayor Webber to the Bicycle and Trail Advisory Committee.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

18. **PUBLIC HEARINGS**

a. **CONSIDERATION OF BILL NO. 2020-13. ADOPTION OF ORDINANCE 2020-20.** (Councilor Lindell)
An Ordinance Amending Section 5-13.3 to Correct a Reference Citation. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Ms. Vigil read the caption for this hearing.

Mr. Guillen explained that this Ordinance amendment is just a fix to Chapter 5 to make it correct.

Councilor Vigil Coppler clarified that those amendments were proposed by her and they are in attachments to make everything consistent with pet owners. Councilor Lindell brought it forward and she wanted it to be clear. That is what these amendments relate to.

Public Hearing

Stefanie Beninato finished her petition from the floor at this point. She was concerned about lack of transparency and only 10 days to lodge a complaint about a project. That happened recently at Don Cubero with no sign visible and no permit sign displayed at the site. That sign is supposed to give the neighborhood a notice for what is about to happen there.

There were no other speakers from the public

Council Questions and Discussion

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the ordinance amendments to Section 5-13.3 as amended.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

b. **CONSIDERATION OF BILL NO. 2020-20. ADOPTION OF ORDINANCE NO. 2020-21**. (Mayor 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 Department; 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 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 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; and Making Such Other Changes as are Necessary. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848, Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Jesse Guillen, jbguillen@santafenm.gov, 505-955-6518)

Ms. Vigil read the caption for this case with the redline changes.

Mayor Webber noted this has been heard at all three Committees some with public hearings. As the sponsor, he made introductory remarks, first to thank the members for getting engaged. This is an ongoing effort to improve and streamline organization of the City Government. It started with restructure of the City Charter. He went back before 2010 to review the changes proposed and the changes made so it is part of an ongoing process. It will result in more satisfaction on the job for all employees. It is to deliver better services to the people of Santa Fe. We have a complicated so-called responsibility matrix that delineates which department takes on which task. And currently, depending where the weeds are, it could be in one of many departments which he listed. What we seek to achieve is a way for the City to work better for the citizens and for the employees to know whose responsibility it is for their task and the tools they need to stop problems from falling between the cracks or overlap in service delivery.

Another benefit is improvement in the proposal is a better org chart. To have 17 people directly reporting to the City Manager is too many and that doesn't provide for great leadership. By shortening the span of control, we will end up with better efficiency. It will provide better services to our residents and

lead ultimately to cost savings, more effectivity, creativity, and cooperation with teams who can work across boundaries for better results in serving people of Santa Fe.

There are some amendments to clean up the language after the public hearing is finished.

Public Hearing

Mayor Webber allowed three minutes for each speaker.

Therese Martinez, AFSCME Local 3999, said she is the Recording Secretary for the Union. This is AFSCME's position: "We urge you to vote 'no' on this proposed reorganization of City of Santa Fe structure, It will just add more confusion to the employees, especially during COVID-19 and which will have an effect for years to come. Please leave the employees' divisions alone. It will just lead to more confusion above what COVID has already created with reassignments, closed facilities, staff working from home, hiring freezes, bridge plans and more furloughs, asking for more federal funding, Midtown problems, tourists returning, mask wearing, social distancing, travel restrictions, etc. We think the City's plate is already high enough with the County's numbers higher than anywhere else in the State. With State Auditor pushing us from the failure to follow general recording and accounting standards jeopardizing future federal funding. WE have had complaints about removing monuments, failure to include the public in general dockets and not one but two fires burning, one near the watershed and neighborhoods. And now you want to reorganize? Isn't there enough to contend with already without throwing everyone's job the already mixed up mix. Please step back and consider if this needs to be done right now. Let's work with what we have now. Reorganizing now will not help with efficiency. It will not help with effectiveness. It will not eliminate silos but creates new silos, silos of engagement, silos of confusion, silos of lack of communication, silos of lack of organization. In other words, disorganization. This affects over 1,000 city employees and their families and the City's citizens in daily interactions. We emphatically request Do not approve the reorganization. The repercussions will be longstanding

Stefanie Beninato, PO Box 1601, said she couldn't agree more with the previous speaker. She also thought it was not intuitive when confusion is created. She didn't expect to see recreation in Community Development. Health and Wellness goes beyond just emergency response. There is not enough public education about the proposed reorganization. She requested the Governing Body have a series of public education meetings so people can understand it, and she asked why have another layer of upper

bureaucracy. The computer-based system may not be asking the right questions. Given COVID-19 and get answers that are not just preordained. "I speak against this organization, please put it on hold."

Mr. Abe Lopez, representing the Fire Fighters' Union with 130 members, spoke next. He said the Union is not able to support this organization. This is not the right time to make these changes. We were just struck with a large deficit. Our union, and many other residents can see the fires surrounding us and we have been asked to send more fire fighters for the wildfires and that strains our ability to serve City. The Department is dealing with the exposures to COVID-19 and flu season and we fear we will not have the budget to meet these responses. Please hold off on it right now. We don't fully grasp our financial status now. We can make the city great. We do appreciate you guys.

Michael Barrio was the last person in the waiting room. He was on a computer but could not unmute himself.

Mayor Webber asked Ms. McSherry if we could close the public hearing and then reopen it, if needed.

Ms. McSherry agreed.

Mayor Webber considered the public hearing closed.

Mayor Webber asked Councilor Rivera to begin with a motion and then the Governing Body could discuss and amend it.

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to approve the Ordinance along with Councilor Villarreal's amendments and then have discussion with the City Manager 2020-2021 budget discussions, start in six months giving an update on the reorganization along with recommendations and any changes and improvements.

Mayor Webber said he had one small page of amendments, as well as some by Councilor Garcia, if we could get those amendments included as well.

Ms. McSherry raised a point of order and said the other requests should be made separately which were not on the agenda. She clarified this is a substitute bill with amendments by Councilor Villarreal and Councilor Garcia's technical adjustments that were flagged as part of this motion.

Discussion on the Motion:

Councilor Garcia said it is inappropriate to have a motion before discussion. We should be afforded the opportunity to ask questions before motions are made. This is another instance of pushing this ordinance down the Governing Body's throat. To him, it was unacceptable.

Mayor Webber said, with all due respect ...

Councilor Garcia interrupted to say he had the floor.

Ms. McSherry raised a point of order: She said that it is a requirement to have a motion for discussion, but we just generally just don't do that.

Councilor Garcia said okay. It is precedence. This is just an instance for making it in favor of the legislation before us. I think that's unfair. I know we have lots of questions on this ordinance. Starting off the discussion with a motion is completely inappropriate.

Why is there no FIR with this? There are going to be fiscal impacts with this for the City. It should be required, and we have yet to see any FIR report. So, we are out of Code. I can reference that Code section if you like. When the City is required to invest resources, that is required. So, we are going against our City Code right now. Can I get a clarification please?

Mayor Webber asked him to whom he was asking the question.

Councilor Garcia said whoever are the sponsors - the Mayor or City Manager. "It should be transparent to the public, transparent to the Governing Body, transparent to our wonderful City employees. I think it does a disservice to not include the FIR when we all know there will be a fiscal impact due to this ordinance."

Mayor Webber said he would offer one answer and perhaps the Finance Director or the City Attorney or the City Manager could weigh in.

Councilor Garcia interrupted to read for the record, "Section 2-2.10 Fiscal Impact Reports - Ordinances and Resolutions. Item B said, 'Fiscal Impact Reports shall be completed for all proposed ordinances and resolutions to be considered for adoption by the Governing Body', so we are going against the Code."

Mayor Webber said he wanted to first respond to the Councilor's first comment about being so outraged with the process. He said he was sorry if it made him upset, but as the City Attorney pointed out in the procedures,

as dictated by the way the City does business, whether we do it every time or not, is really irrelevant. "Our processes are that we should first have a motion on the floor. You are free to ask all the questions you want. Having a motion doesn't prevent discussion. As for the FIR – I think the fiscal impact statement is the budget. In the process of adopting a budget, there was a presumption that this measure would be adopted as our operational organizational structure, so the impacts are already reflected in the way the budget is being adopted. It already assumes this reorganization. But if Council is not so inclined, then a series of budget adjustments would come back to the Council to change the budget as adopted and alter any impacts created by this reorganization. So, it is effectively, one very large FIR called the budget as adopted."

Councilor Garcia said it is not a fiscal impact report. The budget is not an adequate FIR. The budget is a separate document. The FIR shows how the City finances are impacted. That is not here. Because this is out of compliance with the Code, it should not move forward. We are completely out of Code. The budget does not suffice as a Fiscal Impact Report.
[59:32]
Ms. McSherry said she remembered reviewing an FIR and was now looking for the document.

Councilor Garcia said, "It has never been available publicly; never been available to me as a Governing Body member, and with that, this packet is incomplete, so we should not be hearing it right now."

Councilor Abeyta raised a point of order or clarification. "Can Councilor Garcia make a motion and second it so we can vote on it, and we either move on or we don't? Make a motion to deny it or postpone it or move on with the discussion.

Mayor Webber said he was looking to Ms. McSherry for a process on how to resolve this.

Ms. McSherry explained that there is a motion on the floor so there is no opportunity to make a new main motion. That motion could be rescinded. But a new main motion cannot be done at this time.

Mayor Webber invited Councilor Garcia to raise any issues he had.

Councilor Garcia said he did have a long list of questions, but this does not meet the standards. "I am not okay with going against the City Code. It is there for a purpose - to guide, to help us govern this great City. And if we do, we are saying the rules don't matter. And similar to the precedents of

making a motion right out of the gate has never been precedented before. If you choose, this is an extremely dangerous precedent, if we move forward with something that goes against our City Code."

Mayor Webber responded, "Well, Councilor, I appreciate your raising it. I'm looking to the City Attorney for some guidance on how we can resolve the issue. Councilor Abeyta proposed perhaps we could find a way to vote on the Councilor's objection.

Councilor Garcia thought we would have to change our City Code because we cannot make a motion to not follow our City Code.

Councilor Abeyta pointed out that this could go on all night. We could eventually call the question, though. Is that right that it would supersede everything else? We do have a motion on the floor.

Councilor Garcia said, "I understand, Councilor Abeyta. But calling the question just says we are okay with breaking our City Code. And anybody who votes in favor of pushing this through, are basically saying we are okay with not following City Code.

Councilor Abeyta thought that was subject to interpretation. And each Councilor has the right to their own interpretation.

Ms. McSherry said she was looking for what she reviewed.

Mayor Webber asked if she was recommending, we come back to the Councilor's objection after she has done more research.

Ms. McSherry clarified that there is an opportunity for finding an FIR before you vote, and she could conclude her search while you are debating.

Councilor Garcia appreciated those sentiments, Ms. McSherry, but that is not transparent. It is astonishing that we would just push this through. We cannot do it without an FIR. It does not give Councilors any time to review the impact, nor the community to review the impact. …

Mayor Webber said, "Councilor, you asked where is the FIR. I offered you my interpretation which is that the entire City Budget that was passed unanimously was based on this proposed reorganization - fiscal impacts are embedded in the budget. The budget was reviewed by the Finance Committee and virtually every member of the Governing Body attended those as well as the [inaudible]. Fiscal impacts were outlined in the budget document that is now our adopted budget. And, unless I am mistaken, the

State has accepted that budget, as well. We have outlined where the money would come from for the two people who would be in the new positions that were called for. We have identified there are really very few direct impacts to employees as we have said the employees are not going to be reporting, with very few exceptions, to anybody other than the people they report to now."

"You rejected my answer, but it still is my answer. We have an overarching fiscal impact with the City's budget which was adopted through hearings at committees and then through the entire Governing Body. Embedded in that budget was this proposed reorganization. I can't imagine …

Councilor Vigil Coppler said, "Mr. Mayor, on that point.

Mayor Webber – "Councilor Vigil Coppler?"

Councilor Vigil Coppler – "Thank you for recognizing me. I think it is a far-reaching interpretation – what you are saying. You presented the budget with the reorganization in it. It was brought to our attention that reorganizations have not been approved. So your point doesn't speak. How can we say the budget was the FIR on reorganization when the budget clearly did a sidestep? During the discussion, the reorganization was not included in it. We hadn't even approved the reorganization. If you are saying it was an Fiscal Impact Report, then tell me right now how much is the Public Safety Department Director going to be paid? What is the salary range? What will that position be? That is what a Fiscal Impact Report will tell you. How much will that cost and where is the money coming from?

Mayor Webber said, "Absolutely, Councilor. Let me first respond to your first comment. And I'll tell you the data that you asked."

Councilor Garcia said he wanted Mayor Webber to respond to the second comment because he didn't know if he was going to use technology to find the answer to that question.

Mayor Webber said, "Councilor Garcia, I am speaking to Councilor Vigil Coppler right now. We are not going to get into a back and forth. We will do it in order with people being recognized. So please let me respond to the question that Councilor Vigil Coppler raised and then we will try to get two different answers to your question."

"The first question was not really a question. It was more of an assertion. But I think what happened during budget, Councilor Vigil Coppler. You did raise the question regarding the reorganization. And the answer that was

given was the reorganization is in the budget. We have assumed it would go forward. However, we have not prevented the Council from voting against the reorganization. And what was told by Director McCoy was very clear. And that was, in the event, that this proposal is not adopted, then a series of BARs would come back through the Governing Body to change the budget as adopted, to reflect the new reality of a Fiscal Impact in not approving this proposed reorganization. So, it really was in the budget, but there was no doublespeak or double accounting. What we said was that we need to make some assumptions about what the structure of City government would be, going forward, in order to approve a budget. The assumption we made was that we have a reorganization reflected by the proposal that has now been in front of all three committees. And if the Governing Body voted it down, at that point, budget adjustments would be made to undo what is currently approved as the budget. I think that was fairly well described and consistently answered.

"The answer to your question about the position for Community Health and Safety, the answer is that we budgeted at $132,000. The money, as you know, were talked about in the budget hearings that you participated in. And it was sourced by replacing in the Fire Department, a position for Deputy Chief that was not going to be filled."

Councilor Vigil Coppler pointed out that none of that information was in the budget hearing. That was also a complaint comment that I had. And, by the way, I am not on the Finance Committee. So I had to sit on the sidelines. But I did get my edge in on some of my questions. And that is, you had a budget and sent it to us, and I mentioned this several times, without positions delineated by department by department. Organizations identified or what new positions would be created and with the downgrade, what that was going to be. I really don't know how you came up with $132,000. To my recollection, that was not in the budget, per se, because we didn't even have job titles. And neither was there a pay range. Neither was there any discussion about a job description, which goes back to my original point. You indicated the budget was not a reorganization budget. Now that is kind of convoluted. Because at first when this was brought up during budget hearings, oh no, no, no, this is not reorganization. And now you are telling me the budget presented was the FIR for reorganization? You know, none of this went to the public. None of it. And I was looking for it. I was begging for it. And to simply say right now that this was an FIR, no wonder we have audit exceptions. This was sloppy. And this is not transparent to the public. And I don't buy your answer. I'm sorry.

Mayor Webber said, "That's okay."

He asked if Councilor Abeyta could help clarify a little bit of what the Finance Committee heard with regard to the assumptions about the budget, the reorganization? You conducted those hearings. I remember there was something like 23 individual votes that were taken through your Committee as the hearing moved forward. I believe you were very clear. The process was very transparent. But in order to actually produce a budget, we had to make a certain set of assumptions about what the structure of the City would be going forward. And rather than having it be random and know the termination, we proposed the budget with the reorganization integrated into it, with the understanding as was made clear numerous times, that a budget adjustment process would be the remedy in case this reorganization did not go forward. Councilor Abeyta, I don't know if you can help clarify the confusion that Councilor Vigil Coppler has described.

Councilor Vigil Coppler said, "I am not confused."

Mayor Webber said, "I wasn't speaking to you, Ma'am. I was speaking to Councilor Abeyta.

Councilor Vigil Coppler said, "You referred to me as being confused. I am not."

Mayor Webber said, "Pardon me. We're are not going to do a back and forth. We are going to call on people in order to have the floor. Right now, Councilor Abeyta has the floor."

Councilor Abeyta said, "Mayor, I think you ... we had this discussion during budget. We said we would take the reorg through the Committee process, which we did. And there is where we are at. That is all I can add. But it went through all three committees and has been passed by all three committees.

Mayor Webber said Councilor Garcia still had the floor from his prior line of questions.

Councilor Garcia said, "Thank you Mr. Mayor. I still will hold tight to the sense that we cannot move forward without an FIR and making an FIR during the meeting does not suffice. It is not sufficient, and, to me, it is bad governance. That is not how we should be conducting business. Making up things as we go – that is not how you create good governance. My question is, if this is something that the Governing Body truly cares about, why can't we push it back through the process with an FIR? What is the rush? Why can't we do that? I think that it is the duty of us as the Governing Body to ensure we are transparent with everyone, whether it is the Governing Body, the City employees, the taxpaying citizens that are going to be paying these

salaries. We need to provide that information, especially when it is a major decision that is in front of us. And to one, ignore City Code, and try to push it through while ignoring City Code. Secondly, trying to adapt on the quick just to continue to push it through just means this is not a transparent process. And it has been evident that this is not a transparent process from the beginning. Because if there was transparency in this, we would have moved forward with the work groups or the study groups, or the focus groups, or whatever these groups are called, that were going to help provide input for it. As I have noted before, and I will restate again, I am not against restructuring our government. But I am absolutely against restructuring our government in a non-transparent, fast-tracked way. That is not how you create good, effective, efficient government. So, with that, I would like to stop the proceeding, because we cannot move forward without an FIR."

Mayor Webber said, "Thank you. I think you make an interesting argument, and I am not at all averse to taking it under advisement. You were on two committees that saw this proposal in two separate settings. And I only wish you had raised this issue sooner. It would have been incredibly productive and helpful and constructive."

Councilor Garcia said, "I apologize. I was studying up on it on Monday night. That's when it came to my attention first – the FIR. How can I determine if this is good or not? And when it wasn't there, I would have brought it up, Mr. Mayor. I'm not bringing this up last minute. I was shocked to not see an FIR. When I was looking for those documents, I was shocked that one was not there. Because, like I said, I am not against the restructuring of our government if it is going to make us a more effective and efficient government. But what I've seen of this process, and as I explored it during Monday night's meeting, first were steps that have been mis-taken or mis-made. My big concern on Monday night was the org chart. And I thank Manager LaPan Hill for producing a new one. But it is still doesn't meet the question that I had. Because there is still not a connection between the City Manager and the City Council. It still is solely under the Mayor. And that is not the City Code. I am looking at the chart as we speak, and it shows the connection is solely from the Mayor to the City Manager. It looks like the only additions that were made were that it depicts the positions for the City Council to consent to the appointments. Well, that was not the point I was bringing up. The point I was bringing up was that the City Manager reports to the Mayor and also reports to the City Council. And this governing chart, this proposed chart does not reflect that. None of my colleagues brought up the fact that it doesn't supersede the Ordinance, but it does blur the lines and it reads to continue to blur the lines. We need to be transparent. That is the challenge. Why doesn't it show that line? Why wasn't it put there,

showing there is a connection between the City Manager's Office and the City Council?

Mayor said, "It is interesting that you saw the chart. The chart that I saw had a dotted line included from not only the City Manager, but also the City Attorney and the City Clerk to the City Council. That is as a footnote, Councilor Garcia, doing your homework. The chart that you objected to Monday night was the chart that was in the budget document that you also voted for. So, your discoveries, while you serve on that last minute, they have a very interesting pattern of being sudden and right at the moment the hearing is taking place. I respect you doing your homework, but ...

Councilor Garcia interrupted and said, "Mr. Mayor, I want to correct you on that point. Because that chart was not provided prior to that meeting. That chart was provided with maybe just hours before the Quality of Life Committee. I asked for it.

Mayor Webber said, "It was the same chart that was in the budget, Councilor. That is my point. So, what you discovered was something that was already produced for the budget document. It was taken out of the adopted budget document."

Councilor Garcia said, "On that point, Mr. Mayor, that was a fellow Councilor that also asked for an org chart. So if you are saying it is my convenience to forget that there was an org chart in the budget, then I don't know what to tell you. But that is why these documents need to be part of the packet. There were seven lengthy days of budget hearings and it is astounding to me to say we are to remember every single fact that went down during those budget meetings. And that is going to be our FIR in this place to remember that? Well, you are now saying the public has to go back and watch probably forty hours of meetings to understand the fiscal impact of this? That is the FIR produced.

Mayor Webber said, "I am not saying that. As Councilor Vigil Coppler said, you are putting words in my mouth. So, let's calm down. What I said was, the document that you found so remarkable, is the same org chart that was in the budget. Let's see if we can add some other voices to this rather than having you and me being engaged in...

Councilor Garcia said, "If we are going to change, I would like to ask the rest of my questions."

Mayor Webber said "Of course, but I would like to allow others to participate."

Councilor Romero-Wirth said, "Mayor, I am trying to wait, but I do think other Councilors do need to weigh in on the points that Councilor Garcia is making. So, I don't know how he wants to do that. If he wants to yield the floor and then come back around, or he wants to go through all of his questions first. But whatever suits him is fine with me. I can wait.

Mayor Webber said he didn't want to get into a thing where simply it is the two of us going back and forth.

Councilor Garcia said he would love to hear what his other colleagues thought about it and would yield the floor before asking other questions. But he pointed out that he does have a list of questions he would like answered.

Councilor Romero-Wirth pointed out that we can have discussion as long as the Council wants to have discussion. We have no limits on this debate and can buckle in for the evening.

She offered two things in rebuttal to this objection to a transparent process. We have been through all three Council committees. There have been hearings. All the councilors have heard what is being proposed and how it will affect City government. We have also been through a lengthy budget process where most of the Councilors did participate. Only five Councilors can sit on a committee. The Chairman of the Finance Committee did allow all Councilors to participate in those hearings, whether members or not. She couldn't remember but knew they spent five hours per day for over a week on moving through the budget and talking about it. In that sense, they vetted this proposal through that process. It is not fair to say there has been no conversation about what this means to the City fiscal future. There is more work that needs to be done to implement it and that is ongoing. If this was just any old ordinance, we probably would want an FIR but we have been talking about the fiscal impact on the organization for a couple of months. The org chart piece is not part of the budget. It is not a legal document. We have the Charter, the Constitution, our laws, and our regulations. But the org chart is just an illustration and part of the having this move through the process is to cure stuff like exactly that line and to fix these things. Councilor Garcia even found some word changes that needed to be made and have been provided for us tonight as amendments. This process is one where we fix the things that we see need to be fixed in order to make the bill work. And we have done that as the bill has moved through the committee process. So, I just to provide those thoughts, I guess.

Mayor Webber said he was not trying to keep Councilor Garcia out of the conversation. He was open if others wanted to speak to the point raised by Councilor Garcia, and to weigh in on the overall process for adopting the

budget and bringing the reorganizational proposal through the committee process. It is a serious debate and important to all of them.

Councilor Cassutt-Sanchez agreed with Councilor Romero-Wirth there were a lot of opportunities for discussion. She thought transparency overall was not an issue. She understood the budget component throughout the budget hearings and the discussion. Her concern was the lack of fiscal impact because it is part of the rules and important to follow. Even though this is been discussed many members of the public will only tune in tonight or look at the packets and possibly not even go through the budget.

She sees a lot of opportunity with the reorg but had questions. She was in favor of getting the FIR with time for the public and Councilors to view it before moving forward with discussion. It is important to have the transparency pieces. She said we can't necessarily assume that the public will dig through our budget book.

Ms. McSherry offered an update that they have located the narrative. The numbers are being entered and they will be able to produce a FIR shortly.

Mayor Webber recognized Councilor Abeyta followed by Councilor Villarreal to speak next. After which they would take stock of where they are. Councilor Garcia has raised an important issue that can't be dismissed.

Councilor Abeyta agreed Councilor Garcia raised a good point but he was not in favor of postponing. That would take this back through the Committee process. If we want to give it more time and take the next couple of weeks to review the FIR, that would be appropriate. Also, if you just don't like this you should just vote against it. We have gone through Budget and through committee and yes, there is a technicality. But at some point, if your vote is no, then it is no; if it is yes, then it is yes. A valid point has been raised this evening and Councilor Garcia; you are the sponsor. He deferred to what Councilor Garcia wished.

Councilor Romero-Wirth noted the meeting for the Finance Committee was on Monday. She asked whether the agenda had been released.

Councilor Abeyta replied it had not.

Councilor Romero-Wirth suggested the FIR be added to Monday's meeting and this be brought back to the next Council meeting. That would be a way to cure the problems that have been raised.

Councilor Villarreal found it hard to make a decision at the beginning. They have never actually done that in the past. In the previous administration we had discussion, and someone then made a motion. She found it hard when making the motion first because it is confusing how to incorporate the amendments. She had amendments that are just technicalities. She wants to see them changed because it is a messy document and that helped.

She said the Council has stumbled a few times in the past meeting of whether to vote on amendments first, together, or separate when a motion is on the table. This is confusing and hard for her to determine the easiest process. She even asked the attorney how best to do this because she has issues with the overall reorg ordinance.

Councilor Villarreal said she has told all of them things that concern her and she has asked questions in committee, and they still stand. She did additional research and talked with the City Manager. What was presented to the Council on restructuring isn't completely off base. She struggles with things because when she sees them on paper, they make sense. Then she starts thinking about the inner workings of how this would function day to day. Thinking about the different departments, like Community Development Department. She is not opposed to divisions being funneled into one department, but how they want to structure it. We have a wonderful economic development director who will be doing double duty. He will oversee not just the Division of Economic Development but the overall department.

Councilor Villarreal wished there were transparency. She thought the goal was to eventually have a director rather than the Economic Development Director fill the role. The Council needs to know that a particular department will be proposed in the future.

She said saying we are creating just one position but are actually creating another position in the near future, is not being transparent. And if we are going to say we are eventually going to have a director other than the Economic Development Director, we should say that. That has been talked about but hasn't been discussed with us. The Economic Development Director will have a lot on his plate with the development of the Midtown property. She was concerned about a director having two roles.

Ms. Villarreal said overall, when talking about reorganization her main concern goes back to the reason, we have inefficiencies and deficiencies in the departments. It comes down to not being fully staffed. There was an economic downturn when she first started on the Council and there were eliminations and vacancies for savings. Those were never recovered and

has remained a problem from the beginning. With the second wave of economic downturn, we have furloughs that affect our staff and the positions that are frozen.

She said she sees this as the reason for deficiencies, they don't have the staffing needed. To her, changing and moving the boxes around, as the City Manager said, does not make sense to solve these issues.

Councilor Cassutt-Sanchez called a point of order. She wanted to understand the process. She was curious whether or not they should move forward with the conversation with the lack of a FIR. She thought they were moving away from the topic on the table.

Mayor Webber stated this is on the table. He wanted the opportunity for others to speak their piece. Councilor Garcia raised an important issue and he was not dismissing it or attempting to go around it. He thought there should be an opportunity for people to speak about whatever their issues are as well. They could then return to the original concern raised by Councilor Garcia.

Councilor Cassutt-Sanchez responded she only wanted to be sure there would still be the broader discussion.

Mayor Webber explained none of this was to cut anyone off in their effort to identify their issues or concerns or what they support. This is an attempt to use the time productively and then come back to Councilor Garcia's issue.

Councilor Villarreal indicated she was talking now about the broader issues. The FIR is an issue to her that was brought to her attention probably by the same person Councilor Garcia heard it from. There are many things they haven't thought about. She would have brought it up in committee but didn't realize there was a deficiency in the packet materials.

She liked the idea regarding the Community Health and Safety Department but wanted to hear the from the task force. That was a possibility of conversations they wanted, but at this point is almost disregarding what they think. She would have considered this particular reorg, but not the recreation piece. She does not support the idea of separating Parks and Recreation. She would have liked more discussion from staff who experienced separation and then being put back together. A number of the Parks and Recs staff were around to see the different iterations of reorgs. Hearing from them would have been nice and she was bothered that it appears that did not happen.

She was also bothered with the reduction in pay. Two directors will get a pay reduction, but she heard nothing about why other directors were not considered. She heard that the City was trying to make salaries on par, but some positions are still paid well. That is okay because they have a lot of responsibility, but the changes are inconsistent. That probably would not make sense to people who think they have the same amount of work but received a pay reduction. That is a concern.

Councilor Villarreal said she is bothered when we question things with the change and other aspects that is seen as trying to rock the boat or vindictive. We are asking questions because we want to understand. She wants to be able to ask questions of the Council too, if she feels something isn't right. And if she brings up something, she does not want to be thought vindictive or not supporting the administration. That is very toxic. And to say Councilors don't support this because we brought up different issues and are afraid of change, is very unfair. None of them are afraid of change. Obviously, we have to make changes because that is just the way it's going, especially with the pandemic. We have to be adaptable to some change, but change doesn't necessarily mean progress.
Councilor Villarreal said she still wanted to hear about the FIR but likes this change. There are still ways to communicate between different departments and divisions that want to work together. There is synergy that needs to happen and has happened, but this is like moving deck chairs on the Titanic.

She asked to hear more about what needs to be done for the FIR procedural aspect.

Mayor Webber said he would entertain an idea from Councilor Rivera and Lindell who seconded, to withdraw their motions, with a motion to postpone until the September meeting. By that time, they can produce a FIR and possibly go to the Finance Committee as suggested. Council can respond to the concerns about fiscal impacts. Then we can resume the questions about the substantive value of the reorganization and issues raised by Councilwoman Villarreal if the proposed changes would produce efficiencies or improvements.

He thought there was compelling interest for the Governing Body to postpone this and would be reasonable. They can ensure a proper FIR is produced that reflects the fiscal impacts and bring it back later.

Councilor Vigil Coppler indicated she had follow-up comments on the discussion and the postponement. On Councilor Abeyta's point, she thought the sentiment was not one of total disapproval of reorganization. But there needs to be more to it. She would ask if postponed, that there be

enough time for a process to happen. The process should include a way to measure the success of the program and build in transparency, and transparency among the Council. If there had been transparency this wouldn't have been this long and drawn out thing.

She said we represent constituents and represent City employees as well. They have heard here, and in the many emails, phone calls, and texts received, and from both unions that spoke, their feeling they were not involved in this process. She suggested if considering postponement there be enough time to include the public, the true costs of reorganization, and getting input from all levels and all employee groups of the organization. We can come up with a great product if we do that. And what is missing here is a presentation from the HR Director of where all the positions will end up. That will lead to a FIR as well.

Councilor Vigil Coppler thought the Council shouldn't short sight itself. We need more time to do this right and to follow good governance procedures. They are there somewhere and eventually will come out. That to her is good governance and considering employees and their morale. That is her suggestion and what she believes should be their approach.

Mayor Webber recognized Councilor Garcia to speak. He reminded the Council the motion on the floor would need to be withdrawn and a new one considered whether postponement or something different.

Councilor Garcia apologized for his passion. He said it is our due diligence to bring forth transparent government to the public. As City Councilors it is our responsibility to ensure we have the most efficient and effective City government. Not just the best in the State, but one we can be proud of and say we are the best City in the country. Our community deserves the best. We should strive for that and for continuous improvement with a goal to provide the best government and services possible.

He has seen many instances in his experience where restructuring went wrong. Most from inappropriate planning which leaves the government in a far worse position. A clear example is not having a FIR prepared tonight. There was not sufficient planning.

Councilor Garcia said let's rely on best practices to lead us to an efficient and effective government structure. Let's test this proposal against the ideology of good governance. An ideology practiced by many governments across the globe. Good governance has eight major characteristics. First is Rule of Law, a principal that requires fair and legal frameworks that are enforced and partial to the protection of Human Rights. He thought even

though this proposal doesn't explicitly address the Rule of Law, everyone would agree that the City's government met this principle.

Another principal is responsiveness, the idea that government is responsive to stakeholders in a reasonable time frame. In his experience reviewing this proposal as it made its way through the committee process, there is room for improvement. We can improve and do better on the FIR and organizational chart.

Participation, another principal, is to ensure that the minority and most vulnerable are able to participate in the process. Unfortunately, that was not the case here. There was initial planning to include focus groups, but that never transpired and was not part of the decision-making process. Therefore, this principal had not been met.

Transparency is action taken in a transparent manner that does not violate rules and regulations. It is a process that ensures information is available and open and public. A point in case is the FIR that is not available, open, and available We are making it up as we go.

Another principal is consensus oriented. There will always be many different viewpoints. This principle suggests mediation as a tool to build back consensus. When building consensus, history, culture, and practices of a community or society have to be considered, that is, our government and our employees. It is obvious there is not consensus within the Governing Body. It is evident that there is not consensus within the public or the workforce. So, this principal has not been met.

The principal of equity and inclusiveness focuses on the notion that all members of a group feel like they have value and have a stake in the process. It also ensures members do not feel excluded. From the response from the community, employees, and possibly some Governing Body members, it is evident they feel excluded and overlooked. These are valued members who have stake in the outcome of this process. Yet they were not included in the process. So, clearly this principal was not met.

Accountability focuses on government holding itself accountable to the stakeholders, the public and the employees of the organization. We are not holding ourselves accountable if are just willing to overlook our City code.

The last principal is effectiveness and efficiency. The purpose of which is for government to produce results that are effective and efficient for the public while making the best use of resources. The proposal before them clearly lacks evidence to show it would produce a more efficient and

effective government. Going through this process without this critical information would lead down a path of not knowing that resources and how they would be used would be to the best of our ability. Therefore, this principal has not been met.

Councilor Garcia concluded that using these eight principles as a test of whether this proposal meets the standards of governance, it fails. Six of the eight principles are not met. He recommended as they strive towards a government that is equitable, efficient, and effective, they take the appropriate time to move forward with it.

Councilor Garcia noted he is not against looking at restructuring government, but it must be done in a way that allows a fair process. He asked his fellow members, what is the rush; why they felt the need to jump into an organizational restructuring that does not adequately reflect good governance. He suggested taking a step in the right direction to dedicate the time needed to fully develop the proposal. That would allow us to implement the processes needed to ensure a solid foundation is built. The intention is to develop an efficient and effective government for our citizens.

Councilor Garcia respectfully asked that the Council adequately address this and allow sufficient time to move forward with the proposal. He wanted this to be a successful restructuring.

Councilor Garcia yielded the floor.

Mayor Webber recognized Councilor Romero-Wirth. He would then consider a motion to postpone after the motion on the floor was withdrawn.

Councilor Romero-Wirth asked if Councilor Rivera was willing to withdraw his motion.

Councilor Rivera asked to hear from Ms. McSherry whether this could proceed without the FIR.

Ms. McSherry said the ordinance requires a Fiscal Impact Report. There would be an opportunity for one before the Council votes. It would be up to the Governing Body if they want it for a longer period of time versus tonight.

Councilor Rivera withdrew his motion. Councilor Romero-Wirth withdraw her second to the motion.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to postpone and take the FIR and the bill to the Finance Committee on Monday

and have it come back to the Governing Body at the first meeting in September.

Mayor Webber confirmed the motion and second would postpone the Council's deliberation tonight. The measure and FIR would be sent as required to Finance on Monday. He assumed Councilor Abeyta could make that part of the agenda for Monday.

Councilor Abeyta said he would make sure that is added to the agenda.

Ms. McSherry clarified that the entire matter would not need to go back to Finance. It would be up to the makers of the motion to have the FIR be a discussion item, rather than an action item.

Amendment to the Motion:

MOTION: Councilor Romero-Wirth amended her motion to have the FIR considered as a discussion item at Finance Committee on Monday and have the ordinance with the FIR return to the Governing Body's first meeting in September. Councilor Lindell accepted the amendment.

Discussion on the motion as amended

Councilor Garcia was recognized for discussion.

Councilor Garcia wanted to have employees involved in this. He asked the City Manager if a hearing at the committee on Monday was sufficient time to engage the City employees.

Ms. La Pan Hill stated there would be sufficient time, two weeks, to conduct a series of meetings with staff before the September 9, Governing Body meeting. She understood the need to communicate with employees. She noted that very few will have their direct supervisors change as a result of the proposed reorg. One challenge will be to determine questions that focus feedback that will be constructive. There is no perfect structure and reorgs are difficult and is important there be an end date, or this can be confusing. That is the situation they been in since the budget, and even before, since COVID. Clarity will be important in these periods of unprecedented times. The uncertainty adds an additional layer of concern and consternation.

Councilor Garcia asked Ms. La Pan Hill if she would convene only those who would be impacted.

Ms. La Pan Hill would be happy to discuss getting the feedback and the right way to incorporate it with an employee base of 1400. If everyone is convened it would be important to be clear about what feedback, we are seeking so it is constructive and gets us to our end goal. She was interested in what the Councilor thought would be the right way to do that.

Councilor Garcia didn't know how to respond. He thought that should be part of the plan of the person putting forth the proposal. She was basically asking them to do her work. He said he didn't mind doing that, he wants to ensure the work is done correctly.

Councilor Garcia noted in his experience with reorganizations a process is put in place. Part of that is to ensure engagement across the entire employee sector. You don't just look at those solely impacted but at everyone. Ultimately, a reorganization impacts everybody. Even those not getting a new manager, would be impacted. Mostly it is not a work duty impact, it is an impact on morale.

He recommended if she convenes employees, she does that across all spectrums of the employee level, from entry to department directors. This process doesn't usually take two weeks, it is a process that takes 2 to 3 months. A sufficient plan needs to be put in place to get the feedback needed to ensure what is proposed would move forward in a direction that leaves no stones unturned.

Councilor Garcia recommended this not be heard at the next Finance meeting to have the sufficient time needed. Whether that be two months or three months, we need to afford the structure the amount of time needed to reorganize. At some point people on this Zoom call will not be part of the City government. This is our legacy. We want to ensure what we leave as legacy is a strong efficient and effective government. That takes appropriate planning and time and ultimately resources allocated to it.

He said with that, is Monday sufficient time to have a performance measurement-based system added to this plan. They want to be able to determine the benchmarks, how this would be deemed a success. They need hard measurements to say what sections were successful or not, and where they need to brush up.

Councilor Romero-Wirth said on that point, there is a motion and second for a path forward. Councilor Garcia has mentioned he wants City employees engaged. She would leave that up to the administration as to who should be consulted and how that happens. She stated she was not willing to amend her motion.

Councilor Garcia replied he wasn't asking for an amendment to her motion, but he appreciated the feedback. He clarified that his question was to Ms. La Pan Hill.

Mayor Webber said he understood.

HR Director Salazar said as a point of clarification, the employees who will now report to a new director under the proposal have been talked to by their current directors. So there has been some employee engagement. Regina Wheeler could attest to that. Meetings were conducted even when the employee's supervisor will change and changes were discussed, and what that could look like. And the employee's ideas and feedback were solicited.

Councilor Garcia said on that point, he appreciated the feedback but that is an example of information the Councilors did not have. That should have been brought up and the Councilors should receive data on the conversations. He gathered data with pointed focus groups, and not to dismiss Ms. Wheeler's comments, that becomes secondhand hearsay. We want to go forward with data collected from focus groups that were planned. Councilor Garcia didn't know why we didn't move forward with them, but that is how to appropriately plan an effective and efficient government.

Councilor Garcia addressed Ms. La Pan Hill and asked again, if Monday is sufficient time to develop a system Council could set a performance measure or benchmark to evaluate if reorganization was successful.

Councilor Abeyta called the question.

Mayor Webber did not recognize the question being called.

Mayor Webber said Councilor Garcia raised an issue as to whether there can be a fully fleshed out valuation system by Monday. He said the answer is probably no. The more significant point is a larger question. One of gaining an opportunity for people to be heard and be involved. Rather than defining one specific way of doing business.

He thought the Councilor's point was well taken about the need for a vehicle to reach out and provide opportunity for people to participate and be heard. He wasn't sure anyone could design a quantitative impact assessment plan by Monday, any more than they have had one for many years. The larger point is the value of people's voices.

Councilor Garcia said the point he was trying to make is we need to ensure there is an effective and efficient plan in place. The answer to his question is no. He asked is Monday a sufficient time to provide those Governing Body members with an implementation plan for this restructuring.

Ms. La Pan Hill replied if he means the FIR, the answer is yes.

Councilor Garcia clarified he was talking about a restructuring implementation plan. Hypothetically if this should pass if that would mean the entire structure would change tomorrow. Who would report to who and when, and when will the duties change, etc.? So is Monday sufficient to have a developed implementation plan in place.

Ms. La Pan Hill replied yes.

Councilor Garcia responded that based off of his three questions he could tell from his colleague's urgency to call the question, that two of the three questions were no. There is not sufficient time. He said not to berate...

Councilor Abeyta said he had called for the question on the motion to postpone so we could deal with these things. That is the whole point of the postponement.

Councilor Garcia replied his point was that Monday is not sufficient time to set a plan in place to move forward with the reorganization. We need to reconsider the timetable set. We want to ensure we have efficient and effective government for the citizens of Santa Fe. They deserve it.

Councilor Abeyta addressed the Mayor. There is a call for the question. We can vote it down so we can continue to talk, or vote to act on the motion.

Councilor Romero-Wirth called point of order. She addressed the City Attorney and said calling the question is nondebatable isn't it.

Ms. McSherry said it is non-debatable, but she is not sure it could stop the person who has the floor.

Mayor Webber noted Councilor Garcia has the floor at the moment and he was loathed to interrupt him.

Councilor Garcia said he would like to hear his colleagues' thoughts and if they feel hearing this on Monday is sufficient time. There has been expressed concern that appropriate planning needs to be put in place. There has been support expressed for the restructuring.

Councilor Garcia said as he stated, this looked like a good idea at first, but as they got into the guts of it, things were missing. As someone with experience with public administration, he wants to leave a great government behind. Moving forward without a sufficient plan does not do that.

Councilor Garcia yielded the floor but asked to hear comments from other Councilors whether Monday is sufficient to put an appropriate plan in place.

Councilor Romero-Wirth said she has questions but was fine if the Mayor wanted to move on with other questions.

Mayor Webber recognized Councilor Vigil Coppler followed by Councilor Romero-Wirth and then Councilor Abeyta.

Councilor Vigil Coppler said Councilor Garcia went through a litany of principles for good governance. Many of those do relate to reorganizing. She taught classes on this at UNM and could tell that Councilor Garcia has a great deal of experience. She has been involved in major reorganizations, such as the Tax and Revenue Department, District Court, Supreme Court, Los Alamos County, and the City of Santa Fe.

She said there is a science to this to be effective and Councilor Garcia's points are legitimate. She proposed the makers of the motion reconsider the time limit. We have to make sure this is successful and good governance. She didn't know why there was such debate and a timeline to push it forward so quickly. She thought it was so much so that it was evident from the beginning that the motion by Councilor Rivera seemed rehearsed. The Mayor called on him before he even raised his hand.

Councilor Vigil Coppler thought there appeared urgency among Councilors to do this. We need to step back and take a look at how to do this properly; how to consider the points by Councilor Garcia. A Finance Committee on Monday is not sufficient time and is impossible to do this right by then. Her sense was this orchestration that was occurring would just push this through. That is not good governance. We are missing the boat.

She said earlier she mentioned the process and an HR presentation that would lead to a FIR. The HR Director has to be part of this. She wanted to get in writing from City Manager La Pan Hill, the narrative she alluded to of what proceeded here. Where was the beginning, where was the end, who was talked to, what divisions met and what did they want or not want? She has been hearing it from employees outside, and all of them have been

hearing that, this is wrong; we weren't consulted; what's my new job going to be because they don't know.

That is a symptom of not planning in accordance with the principles outlined by Councilor Garcia. And there are many other principles. She researched this and could have outlined 10 million things on how to do this successfully.

Councilor Vigil Coppler said we definitely need a process. It needs to have measures. How to know that what we are doing will be successful - will building permits be issued the next day. They get a lot of complaints about that. Will transparency to the public be included on how the decisions and discussions happen, and how will they receive commentary from the public on this. Much like Midtown where you had groups, different sessions where the public joined in, after the public clamored to have the input. Employees are clamoring to get input. They are on YouTube; they are in our texts and emails. Next is how they will make sure they are part of this.

Councilor Vigil Coppler said that is what we should be discussing or leaving to the City Manager, with the time for everyone to feel is good governance. Everyone feels a part of the process, including the Councilors.

She stated that is the way we need to go. She urged the maker of the motion to consider those things in the reasoning for why this has to happen on Monday. That is impossible and nothing will have changed. You will produce a FIR without the input and that doesn't cut it. She asked that the maker of the motion reconsider.

Councilor Romero-Wirth said some of what has been asked will happen once a reorganization is approved. It is the work of implementing. She thought some Councilors will never be satisfied. If they had wanted to work on this, they would have told us the FIR was deficient. We could have remedied that.

She said we are not understanding our roles here. We have been talking about this reorganization for two months. We spent the budget hearings discussing how the budget was being shaped to potentially plan for this. The proposal has gone through three different committees. All of the Councilors have heard it and had a chance to weigh in and a chance to ask staff. We have done due diligence and if we want to approve it, we need to approve this bill and let the administration work on implementing. If there are Councilors who don't want to see this happen, as Councilor Abeyta said, vote no. That is your prerogative.

Councilor Garcia said point of order. We were not provided sufficient documentation for the proposed reorganization. We were told that was what the committee process is for. He hoped he would not be singled out as someone who is against this. He is against bad policy and this is bad policy. He would love their government to work more efficiently and effectively. That is why he originally supported this. Some of the ideas are great, but we need to ensure proper systems are in place to ensure that greatness.

Councilor Garcia said the notion that people are against it straight up, is wrong. He supports this but didn't get the information in time to evaluate until the committee. It is too late. To say he must have had a crystal ball to reach out to the City Manager; that is not fair. He wants to put forth a proposal that leads to success and some things in this are great. But systems need to be in place to ensure that, and they are not. You don't put the plan in place after its approved, you put the plan in place and then approve it based on the plan.

Councilor Garcia wanted to make the point they were not given the information. The little information at the committee hearing had to be picked in piece it to determine what it looked like. Then when we got the information at committee meetings it wasn't sufficient. We had to keep asking for more information. That is an example of needing to ensure, with something as major as this, that appropriate systems are in place and appropriate information supports the justification. When it hits the committees, they can review the documentation and say good job. They want to ensure sufficient systems are in place, and that is not here. He said I am willing to help to build those, but it will take time, more than a week.

Councilor Romero-Wirth noted that was not a point of order, that was a "on that point". The bill is in front of us and it says specifically what restructuring will happen and a lot of work needs to be done. This is not the end of the conversation; the administration has a lot of work to do. We, as the legislative body approve the legislation that says we are reorganizing. Then the executive has a lot of work to do on the many things pointed out.

Councilor Romero-Wirth said she is not interested in amending her motion. We have had plenty of time to look at this.

Councilor Rivera said he had nothing written down or rehearsed. He brought this up so quickly because both Councilor Garcia and Councilor Vigil Coppler had as much time as they wanted at the Public Works meeting to address what they wanted, uninterrupted. There are times when no questions are asked at a committee meeting. They could say what they want as often as they wanted. All of that has already been vetted and said.

He thought unfortunately, even if everything had been perfect there would still have been problems and issues. You can nitpick this for the next five years and still not have a plan to move forward. When dealing with more than a thousand employees, you will never have consensus. Someone will always hate the plan, hate the idea, hate the move. That will never change. He supported the motion.

Mayor Webber said interesting managerial points were made by Councilor Garcia and Councilor Vigil Coppler. He received an email to that point, but they should talk about what this is and is not. A process in the 80s and 90s was popular called Reengineering the Corporation. People looked at process flows, systems, analytics, charting the work done across the entire organization. Reengineering the Corporation is where all employees are engaged in conversations on the best way to restructure jobs, redefine roles, rewrite job descriptions. That is not what we are doing here. Mayor Webber said that is a different process. It is a quality control process used in large corporations to make operations more efficient and change the horizontal structure. This is creating an evaluation mechanism and teams with parts of the organization to work collaboratively in new structures. As Manager La Pan Hill pointed out, very few will have their reporting relationships or basic jobs change by this bill. In the next few years, there may be a gradual blending of organizational processes and practices and over time reimagining of some business processes the City uses now.

Mayor Webber said we are not really talking about that at this moment. He thought it worth pointing out that over the last ten years, city government year after year, has changed the org chart. There was no history of creating metrics for performance, no broad community or employee engagement, or creating an evaluation mechanism. Those are all great things that possibly should have been done in the past 10 years.

He said when the Deputy City Manager position was eliminated, we didn't evaluate whether those being asked to report directly to the City Manager thereafter would have their work lives disrupted or not. It seemed right to do as an efficiency measure and in line with the effort to reduce bureaucracy and redundancy. We are still not creating a Deputy City Manager but are taking an intermediate step to create structures that are more effective. To develop more teamwork, build more collaboration, and create forward-looking opportunities to be more accountable in services delivered to the people in the City.

Mayor Webber called for a vote:

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

Against: Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal. Councilor Garcia explained his vote: Moving this forward so quickly is not good governance. We must determine how to move forward if we are going to determine how good governance is going to set our path forward. Councilor Villarreal explained her vote: Two weeks is not sufficient time and it does not consider the possibility of doing a reorganization incrementally.

Mayor Webber thanked everyone for a very spirited discussion. He thanked Councilor Garcia for identifying the need to look at the financial implication. They will start that on Monday with the Finance Committee. He noted that Councilor Abeyta always welcomes not only members of his committee, but anyone who wished to attend. He was sure he would extend the same invitation on Monday.

Councilor Vigil Coppler noted with the short notice, she has commitments on Monday and cannot change her commitment. She will not be able to attend and was upset. She said this is, *"another example of hogwash."*

19. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:27 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

CITY COUNCIL MEETING
EXECUTIVE SESSION
August 26, 2020

The Governing Body of the City of Santa Fe met in an executive session duly called on August 26 2020 beginning at 4:24 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1 Numbers D-101-CV-2020-00979 and D-101-CV-2019-02819.

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually)
Councilor Cassutt-Sanchez (Attended Virtually)
Councilor Garcia (Attended Virtually)
Councilor Lindell (Attended Virtually)
Councilor Rivera (Attended Virtually)
Councilor Romero-Wirth (Attended Virtually)
Councilor Vigil Coppler (Attended Virtually)
Councilor Villarreal (Attended Virtually)

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Yolanda Y. Vigil, City Clerk (Attended Virtually)
Sally Paez, Assistant City Attorney (Attended Virtually)

There being no further business to discuss, the executive session adjourned at 5:25 p.m.

Yolanda Y. Vigil, City Clerk

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Studio X

ITEM:

Request for approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. for FY 2021. The amount for this amendment is $125,000 including, GRT and will be available on July 1, 2019.

BACKGROUND AND SUMMARY:

Studio X was selected to continue as the website vendor for TSF via RFP '18/31/P. FY2021 will be the third year of a four-year contract. The purpose of this amendment is to extend the term and to increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. Funds will be taken from 2130521.561850 for $125,000.00 including GRT.

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 Studio X., Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $150,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date:

Contract is for: TSF Website FY 2019 Services

Amendment # 3 to the Original Contract# 18-0728

Increase/(Decrease) Amount $ $125,000.00 ADA

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for: TSF Website Services for FY 2021

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

Amount $ 6,500.00 of original Contract# #1 to 18-0728 Termination Date: 6/30/2019
Reason: CCC Updates to Website

Amount $ 150,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: FY 2020 Services

Amount $ amendment # Termination Date:
Reason:

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $457,048.44

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

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

RFP# 18/31/P Date: February 1, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway, CPO 8/3/20
Fran Dunaway (Aug 3, 2020 08:16 MDT)

Purchasing Officer Review

ITB Issued- year 3 of a 4 year contract.

Comments or Exceptions: _____

7 **Funding Source:** CVB Service Contracts **BU/Line Item:** 213052 1.510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:09 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:** Antoinette Armijo-Rougemont

Phone # x6210

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 RFP PROCUREMENT CHECKLIST

Contractor Name: Studio X, Inc.

Procurement Title: Santa Fe Tourism Website & Digital Services, Amendment #3

Solicitation RFP#: '18/31/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

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
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department ~~Rep~~ Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

Fran Dunaway (Aug 3, 2020 08:16 MDT) 8/3/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE* all in Original 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.

*

YES	N/A	
☐	☒	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* in Original 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

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2020

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 SUBROGATIONIS 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 HUB INTERNATIONAL INS SVCS INC/PHS 34350945 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Fire Insurance Company	19682
INSURER B :	Hartford Casualty Insurance Company	29424
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
STUDIO X INC
805 EARLY ST STE B206
SANTA FE NM 87505-1617

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			34 SBA ES0550	02/26/2020	02/26/2021	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34 SBA ES0550	02/26/2020	02/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34 WEC AX8414	02/26/2020	02/26/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
A	EMPLOYMENT PRACTICES LIABILITY			34 SBA ES0550	02/26/2020	02/26/2021	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Santa Fe Tourism Department
PO BOX 909
SANTA FE NM 87504-0909

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 27, 2020

City of Santa Fe Tourism Department
PO BOX 909
SANTA FE NM 87504-0909

Account Information:

Policy Holder Details :	STUDIO X INC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four hundred thirty two thousand seventy three dollars and forty four cents ($432,073.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year. In the event that the e-newsletter is brought in-house,

30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date:_____
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #20-00056644

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3
Contract No.18-0728

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred fifty thousand dollars ($150,000)**, such compensation not to exceed **$150,000,** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four hundred fifty seven thousand forty eight dollars and forty four cents ($457,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to

renew for one additional year. In the event that the e-newsletter is brought in-house, 30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: MDM Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date:_____
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #20-00056644

BU/Line Item: 2130521.510310

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: STUDIO X INC.
DBA: STUDIO X INC.

Business Location: 805 EARLY ST B 206
SANTA FE, NM 87505

Owner: DAVID BROWNLOW

License Number: 222435

Issued Date: March 18, 2020

Expiration Date: December 31, 2020

CRS Number: 02239780009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

STUDIO X INC.
805 EARLY ST B
SANTA FE, NM 87501

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

ITEM # 18-0728

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 Studio X, Inc. (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 the following services for the City :

Assist in further defining and meeting the goals of TSF and the City of Santa Fe and to maintain the TOURISM Santa Fe website, SantaFe.org.

The Contractor shall:

A. Function as a committed, deeply immersed member of the TSF marketing team, capable of providing high level counsel and ongoing strategic planning on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors, individual Santa Fe stakeholder groups such as the hospitality community, the arts community and various other important constituents

B. Manage a wide range of online initiatives including web strategy and analytics, website design, search engine optimization, and the development of innovative online customer acquisition, retention and conversion programs

C. Have a thorough knowledge of website, CRM and CMS development (specifically Gossamer Links).

D. Have the expertise and ability to maintain a compelling design incorporating the TSF brand, visual representation, and intuitive navigation

E. Understand TSF's immediate and long-range goals and initiatives

F. Map client objectives to technology strategies; Provide leadership and guidance on web and internet best practices and technical direction

G. Develop SEO functions for optimal ROI; creation of web stats and reports on demand, including tracking of website traffic utilizing website analytics tools like Google Analytics

H. Provide the highest tier of technical support for TSF and their tourism-related Business Partners

I. Provide full-scale advertising sales capabilities for the website and enewsletters (either in-house or through an established alliance).

J. Have the in-house capacity to successfully manage each of the skills highlighted below.

Copywriting	Market Research
Media Analysis	SEO
Graphic Design	Web Marketing
Web programming	Website Maintenance
Website Design	Gossamer Links

SPECIFIC FUNCTIONS AND FEATURES
WEBSITE DESIGN, CMS, CONTENT MAINTENANCE, SITE DEVELOPMENT, SEO AND HOSTING

The contractor shall work with the current CMS, which is Gossamer Links.
Contractor shall manage the specific functions and features as outlined below:

A. Website Elements

The following elements are required by the Contractor for maintaining the website design; ongoing content maintenance; site development and updates; SEO and hosting include but are not limited to:

Design

1) Must include full consideration for viewing on all devices, be fully responsive, and work on a list of supported browsers and platforms. Create, manipulate and optimize graphical website elements
2) Seek and utilize any branding assets available from and/or created by TSF and/or the TSF advertising agency
3) Secure and update appropriate photos for all pages on the website, including seasonal updates on the homepage and for bi-monthly consumer e-newsletters
4) Design layouts, create mockups, create and implement CSS for any new pages of the website, including promotional landing pages

5) Work with TSF advertising agency to create promotional landing pages using provided design and assets

Site Updates & Content Maintenance

1) Maintain the password-protected Business Partner Listing administrative area which allows Business Partners the administrative capabilities to perform functions such as: adding *Business Listings* and adding *Event Calendar* listings and *Deals & Specials*. These additions then populate the CMS in a pending status for TSF staff approval and/or necessary edits before publishing to the website.

2) *Business Listings*

   A Business Listing submission form is available for Santa Fe business to add and manage their Business Listings containing a description, image and links.

3) *Event Calendar*

   The site has an Event Calendar that is capable of listing reoccurring events with the option to edit events. An event submission form is available for Business Partners to submit public events.

4) *Deals & Specials*

   The site has a Deals & Specials module that allows partners and TSF staff to quickly and easily add, update or delete special offers.

5) Create/extend backend Business Partner Listing administrative area functionality as needed and to add new content for promotional landing pages

6) Addition of new Business Listing, Event Calendar and Deals & Specials categories as needed

7) Maintain interactive mapping integration with Google Maps that is tied to all partner data and events.

8) Updates to website navigation and filters

9) Updates to "What's Happening" and "Must See Events" pages with photos, event content and links

10) Manage and monitor tracking pixels and embeds provided by TSF advertising agency

11) Maintain integrations and functionality with Google Maps, Google Trekker, JackRabbit BookDirect, NOAA Weather service, language translation, social media platforms, app developers working with TSF and other third-party supplier integrations who mirror the site through their own hosts and provide additional functions for the site

12) Run monthly spider on site and report results to TSF

13) Maintain, review and make necessary improvements to built-in advanced search capabilities.

14) Continuously monitor and improve server and site performance

Search Engine Optimization

1) The site should be maintained for optimal search engine exposure and enabled both standard and customized SEO on all pages of the site. This should include keywords, page titles URLs and meta tags.
2) Ongoing evaluations of the site structure/on-site factors as they pertain to SEO and make recommendations for structural improvements for optimal SEO
3) Follow user flow investigation and analysis
4) Monitor ranking for keywords such as "Santa Fe"

Hosting

Server requirements include:

1) Dedicated Server
2) MySQL 5.5 or greater
3) PHP 5.4.45 or greater
4) Apache 2.0
5) Perl v 5.10.1 or greater

SPECIFIC FUNCTIONS AND FEATURES
EMAIL MARKETING & SUBSCRIBER DATABASE

A. Consumer and Industry Email Marketing

Contractor shall provide proactive and comprehensive e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other marketing applications. *Consumer* email marketing program are designed to target, inform and convert potential visitors to come to Santa Fe. *Industry* email marketing program will inform TSF Business Partners on marketing results and opportunities.

Minimum services include but are not limited to content development, planning, design, production, implementation, reporting and analytics, regular subscriber list maintenance and debouncing. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation.

Consumer Email Marketing program currently includes the following:

1) 10-Day Calendar (weekly)
2) Santa Fe Happenings (monthly)
3) Santa Fe Deals & Specials (monthly)

4) Seasonal Events eNewsletter (quarterly)
5) Santa Fe Gift Guide (Bi-annually)
6) Special Promotions (as needed)

Industry Email Marketing program currently includes the following*:
1) Marketing Report (monthly)
2) Sales Report (monthly)
*Content is provided by TSF and partners

TSF will have the option to reduce the annual compensation accordingly for Email Marketing. This reduction may be made prior to July 1, 2018 or prorated thereafter. A minimum of 30 day notice is required.

B. **Email Subscriber Database Management**
Minimum services include but are not limited to importing subscriber leads from a variety of sources in a variety of formats; Import data transformation and cleanup; Research and manage agency-hosting, including email addresses, forwards, aliases, space used, settings; Custom analytics and research as requested; Update and maintain blacklists of known spammers

SPECIFIC FUNCTIONS AND FEATURES
ONLINE ADVERTISING ON SANTAFE.ORG

Contractor shall provide a full service online advertising partnership, providing TSF potential source of revenue. Minimum services include but are not limited to: contacting potential advertisers and advertising opportunities for placements on website and enewsletters; minimum sales of $75,000 (with a goal of $100,000) in advertising per year; preparing advertiser contracts and invoices; manage the placement of ads on website and enewsletters; monthly reconciled reports to TSF.

SPECIFIC FUNCTIONS AND FEATURES
REPORTING & ANALYSIS

Contractor shall be responsible for reporting monthly and quarterly metrics and goals along with key insights. Additional reporting may be requested by TSF and include: analysis and reporting on traffic to promotional landing pages; analysis of changing trends and traffic on the site.

SPECIFIC FUNCTIONS AND FEATURES
ADMINISTRATION AND SUPPORT

Contractor shall provide additional administrative and technical support, as needed,

along with overall project management.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 One Hundred Fifty Thousand Dollars ($150,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twelve thousand five hundred dollars ($12,500.00) per month.

B. $75,000.00 is the minimal level of advertising sales. Annual sales will be distributed as follows:

1) TSF will receive the first $75,000.00 in sales
2) Studio X will receive the next $25,000.00 in sales
3) Any sales over $100,000.00 will be split 50/50 between Studio X and TSF.

C. 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.

D. 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 on July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option to renew this contract for an additional three years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(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 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 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Tourism Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Studio X, Inc.
805 Early Street, Suite #B204
Santa Fe, NM 87505-1607

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 7/5/18

CONTRACTOR:
Studio X, Inc.

NANCY BROWN,
VICE PRESIDENT, WEB DEV.

DATE: 7/12/18

CRS#: 03-15743500-1
City of Santa Fe Business
Registration # 18-00056644

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

MDM 5/11

GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

7-3-18

INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

ITEM # 19-0076

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc. hereinafter referred to as the "Contractor."

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

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

The Contractor shall provide the following services (list only those services that are being amended or added):

K. Incorporating SFCCC into SantaFe.org - PHASE I
   1) Create new pages and templates on Santafe.org
   2) Create new Navigation
   3) Move existing (or updated) content from SFCCC website into new pages
   4) Adjust programming of calendar
   5) Make new larger occupancy chart (clickable)
   6) Embed 5D Imaging (will be implemented on current site and moved over)
   7) Create new slideshows from photos on Barberstock
   8) Point the domain name to this "Landing Page" or microsite
   9) Add call-to-action phone & email under header slide (or photo)

2. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation of **$6,500.00**, such compensation not to exceed **$6,500.00**, plus gross receipts tax in the amount of $548.44.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed One Hundred Fifty Seven Thousand Forty Eight Dollars and Forty Four cent ($157,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 2.7.2019
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 2-7-19
Yolanda Y. Vigil, City Clerk
CC mtg. 1/30/2019

Approved as to Form:

By: _____ Date: 12/14/18
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 02/04/19
Mary McCoy, Finance Director

Contractor:
Studio X, Inc

By: _____ Date: 02/08/19
~~Steve Rossler~~, Owner, Kyle Langan

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ITEM # 19-0451

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred fifty thousand dollars ($150,000)**, such compensation not to exceed **$150,000**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred seven thousand forty eight dollars and forty four cents ($307,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020**, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years. In the event that the e-newsletter is brought in-

house, 30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-25-19
Yolanda Y. Vigil, City Clerk
EC mtg. 8/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: Kyle Langan Date: 6/25/19
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #19-00056644

BU/Line Item: 22108.510310

ITEM # 19-0451

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred fifty thousand dollars ($150,000)**, such compensation not to exceed **$150,000**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred seven thousand forty eight dollars and forty four cents ($307,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020**, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years. In the event that the e-newsletter is brought in-

house, 30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-25-19
Yolanda Y. Vigil, City Clerk
cc mtg. 6/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: Kyle Langan Date: 6/25/19
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #19-00056644

BU/Line Item: 22108.510310

ITEM # 19-0076

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc. hereinafter referred to as the "Contractor."

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

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

The Contractor shall provide the following services (list only those services that are being amended or added):

K. Incorporating SFCCC into SantaFe.org - PHASE I
   1) Create new pages and templates on Santafe.org
   2) Create new Navigation
   3) Move existing (or updated) content from SFCCC website into new pages
   4) Adjust programming of calendar
   5) Make new larger occupancy chart (clickable)
   6) Embed 5D Imaging (will be implemented on current site and moved over)
   7) Create new slideshows from photos on Barberstock
   8) Point the domain name to this "Landing Page" or microsite
   9) Add call-to-action phone & email under header slide (or photo)

2. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation of **$6,500.00**, such compensation not to exceed **$6,500.00**, plus gross receipts tax in the amount of $548.44.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed One Hundred Fifty Seven Thousand Forty Eight Dollars and Forty Four cent ($157,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 2.7.2019
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 2-7-19
Yolanda Y. Vigil, City Clerk
CC mtg. 1/30/2019

Approved as to Form:

By: _____ Date: 12/14/18
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 02/04/19
Mary McCoy, Finance Director

Contractor:
Studio X, Inc

By: _____ Date: 02/08/19
~~Steve Rossler~~, Owner. Kyle Langan

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ITEM # 18-0728

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 Studio X, Inc. (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 the following services for the City :

Assist in further defining and meeting the goals of TSF and the City of Santa Fe and to maintain the TOURISM Santa Fe website, SantaFe.org.

The Contractor shall:

A. Function as a committed, deeply immersed member of the TSF marketing team, capable of providing high level counsel and ongoing strategic planning on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors, individual Santa Fe stakeholder groups such as the hospitality community, the arts community and various other important constituents

B. Manage a wide range of online initiatives including web strategy and analytics, website design, search engine optimization, and the development of innovative online customer acquisition, retention and conversion programs

C. Have a thorough knowledge of website, CRM and CMS development (specifically Gossamer Links).

D. Have the expertise and ability to maintain a compelling design incorporating the TSF brand, visual representation, and intuitive navigation

E. Understand TSF's immediate and long-range goals and initiatives

F. Map client objectives to technology strategies; Provide leadership and guidance on web and internet best practices and technical direction

G. Develop SEO functions for optimal ROI; creation of web stats and reports on demand, including tracking of website traffic utilizing website analytics tools like Google Analytics

H. Provide the highest tier of technical support for TSF and their tourism-related Business Partners

I. Provide full-scale advertising sales capabilities for the website and enewsletters (either in-house or through an established alliance).

J. Have the in-house capacity to successfully manage each of the skills highlighted below.

Copywriting	Market Research
Media Analysis	SEO
Graphic Design	Web Marketing
Web programming	Website Maintenance
Website Design	Gossamer Links

SPECIFIC FUNCTIONS AND FEATURES WEBSITE DESIGN, CMS, CONTENT MAINTENANCE, SITE DEVELOPMENT, SEO AND HOSTING

The contractor shall work with the current CMS, which is Gossamer Links.
Contractor shall manage the specific functions and features as outlined below:

A. Website Elements

The following elements are required by the Contractor for maintaining the website design; ongoing content maintenance; site development and updates; SEO and hosting include but are not limited to:

Design

1) Must include full consideration for viewing on all devices, be fully responsive, and work on a list of supported browsers and platforms. Create, manipulate and optimize graphical website elements
2) Seek and utilize any branding assets available from and/or created by TSF and/or the TSF advertising agency
3) Secure and update appropriate photos for all pages on the website, including seasonal updates on the homepage and for bi-monthly consumer e-newsletters
4) Design layouts, create mockups, create and implement CSS for any new pages of the website, including promotional landing pages

5) Work with TSF advertising agency to create promotional landing pages using provided design and assets

Site Updates & Content Maintenance

1) Maintain the password-protected Business Partner Listing administrative area which allows Business Partners the administrative capabilities to perform functions such as: adding *Business Listings* and adding *Event Calendar* listings and *Deals & Specials*. These additions then populate the CMS in a pending status for TSF staff approval and/or necessary edits before publishing to the website.

2) *Business Listings*

A Business Listing submission form is available for Santa Fe business to add and manage their Business Listings containing a description, image and links.

3) *Event Calendar*

The site has an Event Calendar that is capable of listing reoccurring events with the option to edit events. An event submission form is available for Business Partners to submit public events.

4) *Deals & Specials*

The site has a Deals & Specials module that allows partners and TSF staff to quickly and easily add, update or delete special offers.

5) Create/extend backend Business Partner Listing administrative area functionality as needed and to add new content for promotional landing pages

6) Addition of new Business Listing, Event Calendar and Deals & Specials categories as needed

7) Maintain interactive mapping integration with Google Maps that is tied to all partner data and events.

8) Updates to website navigation and filters

9) Updates to "What's Happening" and "Must See Events" pages with photos, event content and links

10) Manage and monitor tracking pixels and embeds provided by TSF advertising agency

11) Maintain integrations and functionality with Google Maps, Google Trekker, JackRabbit BookDirect, NOAA Weather service, language translation, social media platforms, app developers working with TSF and other third-party supplier integrations who mirror the site through their own hosts and provide additional functions for the site

12) Run monthly spider on site and report results to TSF

13) Maintain, review and make necessary improvements to built-in advanced search capabilities.

14) Continuously monitor and improve server and site performance

Search Engine Optimization

1) The site should be maintained for optimal search engine exposure and enabled both standard and customized SEO on all pages of the site. This should include keywords, page titles URLs and meta tags.
2) Ongoing evaluations of the site structure/on-site factors as they pertain to SEO and make recommendations for structural improvements for optimal SEO
3) Follow user flow investigation and analysis
4) Monitor ranking for keywords such as "Santa Fe"

Hosting

Server requirements include:

1) Dedicated Server
2) MySQL 5.5 or greater
3) PHP 5.4.45 or greater
4) Apache 2.0
5) Perl v 5.10.1 or greater

SPECIFIC FUNCTIONS AND FEATURES
EMAIL MARKETING & SUBSCRIBER DATABASE

A. Consumer and Industry Email Marketing

Contractor shall provide proactive and comprehensive e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other marketing applications. *Consumer* email marketing program are designed to target, inform and convert potential visitors to come to Santa Fe. *Industry* email marketing program will inform TSF Business Partners on marketing results and opportunities.

Minimum services include but are not limited to content development, planning, design, production, implementation, reporting and analytics, regular subscriber list maintenance and debouncing. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation.

Consumer Email Marketing program currently includes the following:

1) 10-Day Calendar (weekly)
2) Santa Fe Happenings (monthly)
3) Santa Fe Deals & Specials (monthly)

4) Seasonal Events eNewsletter (quarterly)
5) Santa Fe Gift Guide (Bi-annually)
6) Special Promotions (as needed)

Industry Email Marketing program currently includes the following*:
1) Marketing Report (monthly)
2) Sales Report (monthly)
*Content is provided by TSF and partners

TSF will have the option to reduce the annual compensation accordingly for Email Marketing. This reduction may be made prior to July 1, 2018 or prorated thereafter. A minimum of 30 day notice is required.

B. **Email Subscriber Database Management**
Minimum services include but are not limited to importing subscriber leads from a variety of sources in a variety of formats; Import data transformation and cleanup; Research and manage agency-hosting, including email addresses, forwards, aliases, space used, settings; Custom analytics and research as requested; Update and maintain blacklists of known spammers

SPECIFIC FUNCTIONS AND FEATURES
ONLINE ADVERTISING ON SANTAFE.ORG

Contractor shall provide a full service online advertising partnership, providing TSF potential source of revenue. Minimum services include but are not limited to: contacting potential advertisers and advertising opportunities for placements on website and enewsletters; minimum sales of $75,000 (with a goal of $100,000) in advertising per year; preparing advertiser contracts and invoices; manage the placement of ads on website and enewsletters; monthly reconciled reports to TSF.

SPECIFIC FUNCTIONS AND FEATURES
REPORTING & ANALYSIS

Contractor shall be responsible for reporting monthly and quarterly metrics and goals along with key insights. Additional reporting may be requested by TSF and include: analysis and reporting on traffic to promotional landing pages; analysis of changing trends and traffic on the site.

SPECIFIC FUNCTIONS AND FEATURES
ADMINISTRATION AND SUPPORT

Contractor shall provide additional administrative and technical support, as needed,

along with overall project management.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 One Hundred Fifty Thousand Dollars ($150,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twelve thousand five hundred dollars ($12,500.00) per month.

B. $75,000.00 is the minimal level of advertising sales. Annual sales will be distributed as follows:

1) TSF will receive the first $75,000.00 in sales
2) Studio X will receive the next $25,000.00 in sales
3) Any sales over $100,000.00 will be split 50/50 between Studio X and TSF.

C. 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.

D. 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 on July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option to renew this contract for an additional three years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(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 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 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Tourism Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Studio X, Inc.
805 Early Street, Suite #B204
Santa Fe, NM 87505-1607

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 7/5/18

CONTRACTOR:
Studio X, Inc.

NANCY BROWN,
VICE PRESIDENT, WEB DEV.

DATE: 7/12/18

CRS#: 03-15743500-1
City of Santa Fe Business
Registration # 18-00056644

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

MDM 5/11

GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

7-3-18

INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

GB TOURISM Studio X Amend _3 rev 072420

Final Audit Report 2020-08-03

Created:	2020-07-29
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaennJDKAcr3EaVV-V1rXvMccJqW9L1lv

"GB TOURISM Studio X Amend _3 rev 072420" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-07-29 - 10:30:45 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-07-29 - 10:34:15 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-31 - 10:08:58 PM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-31 - 10:09:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-07-31 - 10:09:53 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-03 - 2:15:25 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-03 - 2:16:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Alexis Lotero (aclotero@santafenm.gov), Fran Dunaway (fadunaway@santafenm.gov), Antoinette Armijo (amarmijo@santafenm.gov), and YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-03 - 2:16:45 PM GMT

POWERED BY Adobe Sign

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:
Request for Approval of Contract Amendment #3 with Studio X in the amount of $125,000 for Website Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

g) Request for Approval of Contract Amendment #3 with Studio X in the amount of $125,000 for Website Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #2 for Lou Hammond & Associates

ITEM:

Request for approval of Amendment #2 to the PSA with Lou Hammond & Associates for FY 2021. This will be for Public Relations services for Tourism Santa Fe. Annual compensation for FY 2021 will be $125,000.00 and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the Public Relations services to Tourism Santa Fe through RFP '18/37/P. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000.00 per year. Amendment #2 is to extend the term and increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #2 to the Professional Services Agreement with Lou Hammond & Associates. Funds will be taken from 2130521.510310 in the amount of $125,000.00.

MUNIS CONTRACT #: 3200340

201 W. Marcy Street ~ Santa Fe, New Mexico 87501
800.984.9984 ~ www.santafe.org

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

Solicitation RFP#: '18/37/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

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
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

Erann Dunaway, CPO 8/3/20
Erann Dunaway (Aug 3, 2020 08:18 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE* in original 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* In Original 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

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

*

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

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

RFP# 18/37/P Date: March 14, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Aug 3, 2020 08:18 MDT)

Purchasing Officer Review

ITB issued-Year 3 of a 4 yr. contract

Comments or Exceptions: _____

7 **Funding Source:** VSF Service Contracts **BU/Line Item:** 213052 / 510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:11 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:** Antoinette Armijo-Rougemont

Phone # x6210

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
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 Lou Hammond & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $130,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date: _____

Contract is for: TSF Public Relations Services for FY 2019

Amendment # 2 to the Original Contract# 18-0729

Increase/(Decrease) Amount $ $125,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for: TSF Public Relations Services for FY 2021

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

Amount $ 130,000.00 of original Contract# 1 to #18-0729 Termination Date: 6/30/2020
Reason: Public Relations Services for FY 2020

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ $390,000.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2020

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	CONTACT NAME: Karen Ferrara, CISR	
C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	PHONE (A/C, No, Ext): (843) 884-3159	FAX (A/C, No): (843) 881-8891
	E-MAIL ADDRESS: kferrara@ctlowndes.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ohio Security - Montgomery	24082
INSURER B:	Ohio Casualty	24074
INSURER C:	Continental Casualty - CNA	20443
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Lou Hammond & Associates Inc
145 King St
Suite 411
Charleston SC 29401

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, UMB, E&O **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS55609265	07/12/2019	07/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS55609265	10/10/2019	07/12/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO55609265	07/12/2019	07/12/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		COVERAGE NOT PROVIDED			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	ERRORS & OMISSIONS			596361873	08/28/2019	08/28/2021		$2,000,000

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
Santa Fe NM 87501

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

Willard A. Silcox III

© 1988-2015 ACORD CORPORATION. All rights reserved.

Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and eighty five thousand dollars ($385,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021,** unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8-7-20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Contract No.18-0729

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and thirty thousand dollars ($130,000)**, such compensation not to exceed **$130,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and ninety thousand dollars ($390,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to

renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: _____ Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8-7-20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310

ITEM # 18-0729

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 Lou Hammond & Associates (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 the following services for the City :

A. Answer all media calls/requests from U.S. and Canada based journalists inquiring about the City of Santa and requesting media assistance from TSF.
B. Correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about City of Santa Fe tourism.
C. Send monthly press releases and pitch communications to national media, reporters, and publications based on a TSF approved editorial calendar and as required when there is timely TSF news to distribute.
D. Recruit and assist writers with story ideas, itineraries and visits resulting in press about Santa Fe.
E. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that includes the following for each piece of coverage: publication name, clip/copy of coverage, publication date, electronic link to coverage (if available), media value and circulation or impressions.
F. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
G. In Calendar Year 2017, TSF delivered $36,000,000 in earned travel editorial media value. The Contractor is expected to generate similar and annually increasing results.
H. Coordinate and assist with all individual and group media familiarization tours. This includes developing target media list, recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation, designing invitations, managing responses and communications with participants, making flight/transportation arrangements, and preparing a press trip itinerary for participants.

I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion Contractor may be asked to accompany TSF Staff on appointments.

J. Travel as necessary and as assigned by TSF staff.

K. Work to enhance and support all TSF social media network outlets

I. The Contractor will participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 one hundred thirty thousand dollars ($130,000.00), plus applicable gross receipts taxes. Payment shall be rendered as follow:

(1) Ten thousand dollars ($10,000.00) per month service fee;

(2) Ten thousand dollars ($10,000.00) annually for out of pocket expenses.

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 on July 1, 2018, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to the Contractor.

(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 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 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
TOURISM Santa Fe
ATTN: Randy Randall
201 W. Marcy St.
Santa Fe, NM 87501

Contractor:
Lou Hammond & Associates
145 King Street, Suite 411
Charleston, SC 29401

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: 7-13-18

CRS#03-294385-00-7
City of Santa Fe Business
Registration # 18-00126219

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(CC mtg. 6/27/18)

APPROVED AS TO FORM:

5/23
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

7-3-18
FINANCE DIRECTOR

22108.510310
Business Unit Line Item

ITEM # 19-0450

Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and thirty thousand dollars ($130,000)**, such compensation not to exceed **$130,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred and sixty thousand dollars ($260,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020,** unless terminated pursuant to the Contract. There is an option to renew for up to two more additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8/7/20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: _____ Date: 7-8-19
Yolanda Y. Vigil, City Clerk
cc mtg. 6.12.2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/24/19
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

GB TOURISM Lou Hammond Amend _2 rev 072420

Final Audit Report 2020-08-03

Created:	2020-07-29
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANcQsoqsdhuGD4Dneau0BPj91V2fxTkcg

"GB TOURISM Lou Hammond Amend _2 rev 072420" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-07-29 - 10:25:25 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-07-29 - 10:28:49 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-31 - 10:10:39 PM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-31 - 10:11:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-07-31 - 10:11:29 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-03 - 2:16:56 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-03 - 2:18:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), and Antoinette Armijo (amarmijo@santafenm.gov)
2020-08-03 - 2:18:04 PM GMT

POWERED BY Adobe Sign

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:
Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: pulled for discussion by Councilor Villarreal. Approved.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

i) Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Certified Folder Display Service, Inc.

ITEM:

Request for approval of Amendment #3 to the PSA with Certified Folder Display Service, Inc. in the amount of $45,000 for brochure display and distribution in the surrounding areas, including delivery charges to Certified locations. This amendment is for FY 2021, and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will promote Santa Fe to the Albuquerque and Texas areas by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located around the following targeted cities: Albuquerque, Amarillo, Lubbock, Midland, El Paso, Dallas, and Houston. Amendment #3 will extend the term and compensation amount for FY21.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Certified Folder Display Service, Inc. Funds will be taken from 2130521.510310 in the amount of $45,000.

Munis Contract Number: 3200265

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **forty five thousand dollars ($45,000)**, such compensation not to exceed **$45,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eighty seven thousand nine hundred and sixty nine dollars and fifty one cents ($187,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3
Contract No.18-0548

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and **Certified Folder Display Service, Inc.**, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, including gross receipts tax.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred ninety two thousand nine hundred and sixty nine dollars and fifty one cents ($192,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: _____ Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310

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 Certified Folder Display Services, Inc.

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $44,851.51

Termination Date: June 30, 2019

☐ Approved by Council Date:

☐ or by City Manager Date:

Contract is for: Distribution of SF Visitor's Guides to surrounding areas for FY 2019

Amendment # 3 to the Original Contract# 18-0548

Increase/(Decrease) Amount $ ~~$45,~~000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council June 12, 2019

☐ or by City Manager Date:

Amendment is for: Distribution Services for FY 2021

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

Amount $ 48,118.00 of original Contract# #1 to #18-0548 Termination Date: 6/30/2019
Reason: increase compensation

Amount $ 50,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: Distribution services for FY 2020

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ $192,969.41

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

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

RFP# 18/36/P Date: April 6, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Aug 3, 2020 08:15 MDT)

Purchasing Officer Review

Issued Bid - 3rd year of 4 yr. contract.

Comments or Exceptions: _____

7 **Funding Source:** CVB Service Contracts **BU/Line Item:** 213052 - 510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:07 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:** Antoinette Armijo-Rougemont

Phone # x6210

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 RFP PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Display Services, Inc;

Procurement Title: Brochure Display and Distribution Services

Solicitation RFP#: '18/36/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

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
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway (Aug 3, 2020 08:15 MDT)
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

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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	CONTACT NAME: Ligia Hubbell	
McGriff Insurance Services 4480 Willow Road Suite 110 Pleasanton CA 94588	PHONE (A/C, No, Ext): (925) 598-2038	FAX (A/C, No): 888-770-1945
	E-MAIL ADDRESS: LHubbell@mcgriffinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of America	25674
INSURED Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 361265179 **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	Y	Y	6303A285929TIL20	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	8101N46878220	6/29/2020	6/29/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☒ OCCUR			CUP5J85948920	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☒ RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB7K32580220	6/29/2020	6/29/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						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

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

Certificate Holder is an Additional Insured with regards to the General Liability policy per the attached endorsement form CGD4580219 and Auto policy per the attached endorsement form CAT3530215.

Waiver of Subrogation applies to the General Liability policy per the attached endorsement form CGD4580219 and Auto Policy per the attached endorsement form CAT3530215 and Workers Compensation per endorsement form WC000313.

This insurance is primary or primary and non-contributory per the attached endorsement form CGT1000219.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road, Bldg. H
Attn. Shirley Rodriguez, Purchasing Officer
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
McGriff Insurance Services	Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ITEM # 18-0548

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 **Certified Folder Display Service, Inc.** (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 the following services for the City:

A. The contractor shall promote Santa Fe to New Mexico and the surrounding region by distributing our Santa Fe Travel Planners to over 1,500 visitor orientated brochure racks located in and around targeted cities in New Mexico, Texas, Oklahoma, Arizona, and Colorado.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 Forty Four Thousand Eight Hundred Fifty One Dollars and Fifty One cents ($44,851.51), inclusive of applicable gross receipts taxes as described in

Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

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 on July 1, 2018, and shall terminate on June 30th, 2019, unless sooner pursuant to Article 6 below. There will be an option to renew for up to three additional years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(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 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 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
PO Box 909
Santa Fe, NM 87504-0909

Certified Folder Display Service, Inc.:
1120 Joshua Way
Vista, California 92081

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ERIK LITZENBERG,
INTERIM CITY MANAGER

DATE: 5/23/18

CONTRACTOR:
Certified Folder Display Ser., Inc.

BILL DEERING,
SENIOR VICE PRESIDENT

DATE: 5/29/18

CRS# 02044154001
City of Santa Fe Business
Registration # 18-00124182

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/9
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1969

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108830
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL
DATE: 05/07/2018
CONTRACT: 18-0107922 REV: 00001
START DATE: 07/01/2018
END DATE: 06/30/2019
NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERRIDE	GOVT	BACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/18	06/30/19	810.00	12	9,720.00	-1,458.00	-413.10	-470.93	7,377.97
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	-226.75	3,552.35
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	-226.75	3,552.35
1-VM-12-SW/MO	Midland - Magazines	130	07/01/18	06/30/19	645.00	12	7,740.00	-1,161.00	-328.95	-375.00	5,875.05
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/18	06/30/19	480.00	12	5,760.00	-864.00	-244.80	-279.07	4,372.13
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/18	06/30/19	175.00	12	2,100.00	-315.00	-89.25	-101.75	1,594.00
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/18	06/30/19	875.00	12	10,500.00	-1,575.00	-446.25	-508.73	7,970.02
1-VM-11-SW/AR	Arlington -Modified		07/01/18	09/30/18	225.00	3	675.00	-101.25	-28.69	-32.70	512.36
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/18	06/30/19	135.00	12	1,620.00	-243.00	-68.85	-78.49	1,229.66
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/18	02/28/19	860.00	8	6,880.00	-1,032.00	-292.40	-333.34	5,222.26
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/18	02/28/19	270.00	8	2,160.00	-324.00	-91.80	-104.65	1,639.55
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/18	06/30/19	205.00	9	1,845.00	-276.75	-78.41	-89.39	1,400.45
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00	0.00

EXHIBIT A

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: REF: 18-0108830

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018

CONTRACT: 18-0107922 REV: 00001

START DATE: 07/01/2018

END DATE: 06/30/2019

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	RACKLOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	44,298.15
APPLICABLE SALES TAX:	553.35
TOTAL FEE:	44,851.50

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,034.91	4,034.91	4,034.90	4,019.73	4,019.73	4,019.73
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,019.73	4,019.78	3,162.01	3,162.01	3,162.01	3,162.02

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	44,298.15
	0.00
SUBTOTAL:	44,298.15
APPLICABLE SALES TAX:	553.35
TOTAL PREPAID FEE	44,851.50

Print Date: May 07, 2018 at 11:42 AM

All fees billed 30 days in advance of service

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CF070DIS rev. 10/29/16

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

FEDERAL TAX ID:

REF: 18-0108829

RENEWAL

DATE:

CONTRACT: 18-0108825 REV: 00001

START DATE: 07/01/2019

END DATE: 06/30/2020

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERAIR	GOVT	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/19	06/30/20	810.00	12	9,720.00	-1,292.76	-421.36	-480.36	7,525.53
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/MO	Midland - Magazines	130	07/01/19	06/30/20	645.00	12	7,740.00	-1,029.42	-335.53	-382.50	5,992.55
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/19	06/30/20	480.00	12	5,760.00	-766.08	-249.70	-284.65	4,459.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/19	06/30/20	175.00	12	2,100.00	-279.30	-91.04	-103.78	1,625.89
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/19	06/30/20	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/19	06/30/20	875.00	12	10,500.00	-1,396.50	-455.18	-518.90	8,129.43
1-VM-11-SW/AR	Arlington -Modified		07/01/19	09/30/19	225.00	3	675.00	-89.78	-29.26	-33.36	522.61
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/19	06/30/20	135.00	12	1,620.00	-215.46	-70.23	-80.06	1,254.25
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/19	02/29/20	860.00	8	6,880.00	-915.04	-298.25	-340.00	5,326.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/19	02/29/20	270.00	8	2,160.00	-287.28	-93.64	-106.74	1,672.34
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/19	06/30/20	205.00	9	1,845.00	-245.39	-79.98	-91.18	1,428.46
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/19	06/30/20	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:

REF: 18-0108829

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018

CONTRACT: 18-0108825 REV: 00001

START DATE: 07/01/2019

END DATE: 06/30/2020

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/UR	GOVT	BACKLOG	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE: 45,184.14

APPLICABLE SALES TAX: 564.41

TOTAL FEE: 45,748.55

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,115.61	4,115.61	4,115.62	4,100.13	4,100.13	4,100.13
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,100.13	4,100.14	3,225.25	3,225.25	3,225.25	3,225.25

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

TOTAL NET FEE: 45,184.14

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs) 0.00

SUBTOTAL: 45,184.14

APPLICABLE SALES TAX: 564.41

TOTAL PREPAID FEE 45,748.55

All fees billed 30 days in advance of service

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

FEDERAL TAX ID:

REF: 18-0108825

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108829 REV: 00001
START DATE: 07/01/2020
END DATE: 06/30/2021

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

NEW ADDRESS: ☐

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

NEW ADDRESS: ☐

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERIDE	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/20	06/30/21	810.00	12	9,720.00	-1,215.00	-425.25	-403.99	7,675.76
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/MO	Midland - Magazines	130	07/01/20	06/30/21	645.00	12	7,740.00	-967.50	-338.63	-321.69	6,112.18
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/20	06/30/21	480.00	12	5,760.00	-720.00	-252.00	-239.40	4,548.60
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/20	06/30/21	175.00	12	2,100.00	-262.50	-91.88	-87.28	1,658.34
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/20	06/30/21	875.00	12	10,500.00	-1,312.50	-459.38	-436.41	8,291.72
1-VM-11-SW/AR	Arlington -Modified		07/01/20	09/30/20	225.00	3	675.00	-84.38	-29.53	-28.05	533.04
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/20	06/30/21	135.00	12	1,620.00	-202.50	-70.88	-67.33	1,279.29
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/20	02/28/21	860.00	8	6,880.00	-860.00	-301.00	-285.95	5,433.05
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/20	02/28/21	270.00	8	2,160.00	-270.00	-94.50	-89.78	1,705.72
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/20	06/30/21	205.00	9	1,845.00	-230.63	-80.72	-76.68	1,456.97
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1955

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108825
PO NUMBER:

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108829 REV: 00001
START DATE: 07/01/2020
END DATE: 06/30/2021

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	RACIOLOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	46,086.15
APPLICABLE SALES TAX:	575.68
TOTAL FEE:	46,661.83

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature:
Name (print):
Title: Date:

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,197.80	4,197.80	4,197.80	4,182.01	4,182.01	4,182.01
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,182.01	4,181.98	3,289.66	3,289.66	3,289.66	3,289.39

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

APPROVED BY (Certified Folder Display corporate office)

Signature:
Name (print):
Title: Date:

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	46,086.15
	0.00
SUBTOTAL:	46,086.15
APPLICABLE SALES TAX:	575.68
TOTAL PREPAID FEE	46,661.83

Print Date: May 07, 2018 at 11:38 AM

All fees billed 30 days in advance of service

CF070DIS rev. 10/29/16

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CERTIFIED FOLDER DISPLAY SERVICE, INC.
SINCE 1980

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL
DATE: 06/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERRIDE	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/21	06/30/22	810.00	12	9,720.00	-1,044.90	-433.76	-412.07	7,829.28
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/MO	Midland - Magazines	130	07/01/21	06/30/22	645.00	12	7,740.00	-832.05	-345.40	-328.13	6,234.42
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/21	06/30/22	480.00	12	5,760.00	-619.20	-257.04	-244.19	4,639.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	38	07/01/21	06/30/22	175.00	12	2,100.00	-225.75	-93.71	-89.03	1,691.51
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/21	06/30/22	875.00	12	10,500.00	-1,128.75	-468.56	-445.13	8,457.55
1-VM-11-SW/AR	Arlington -Modified		07/01/21	09/30/21	225.00	3	675.00	-72.56	-30.12	-28.62	543.70
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/21	06/30/22	135.00	12	1,620.00	-174.15	-72.29	-68.68	1,304.88
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/21	02/28/22	860.00	8	6,880.00	-739.60	-307.02	-291.67	5,541.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/21	02/28/22	270.00	8	2,160.00	-232.20	-96.39	-91.57	1,739.84
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/21	06/30/22	205.00	9	1,845.00	-198.34	-82.33	-78.22	1,486.11
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1989

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/UN	GOVT	RACK/LOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	47,007.87
APPLICABLE SALES TAX:	587.20
TOTAL FEE:	47,595.07

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,281.74	4,281.74	4,281.75	4,265.63	4,265.63	4,265.63
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,265.63	4,265.66	3,355.44	3,355.44	3,355.44	3,355.30

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	47,007.87
	0.00
SUBTOTAL:	47,007.87
APPLICABLE SALES TAX:	587.20
TOTAL PREPAID FEE	47,595.07

ITEM # 19-0288

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc. hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation**

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Eight Thousand One Hundred Eighteen Dollars ($48,118.00), inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 4/10/19
Erik J. Litzenberg, City Manager

Attest:

By: Yolanda Y. Vigil Date: 4-19-19
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 3/22/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 4/9/19
Mary McCoy, Finance Director

Contractor:
Certified Folder

By: Jay Anderson Date: 4/18/19
Name & Title District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

22108.510310
BU & line

02044154001
CRS NUMBER
19-00124182
BUSINESS REG #

ITEM # 19-0448

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty two thousand nine hundred and sixty nine dollars and fifty one cents ($142,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020,** unless terminated pursuant to the Contract. There is an option to renew for up to two additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-19-19
Yolanda Y. Vigil, City Clerk
CC mtg. 6/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/20/19
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #19-00124182

BU/Line Item: 22108.510310

Signature:

Email: mtmccoy@santafenm.gov

Signature:

Email: jlapanhill@santafenm.gov

Signature:

Email: xivigil@santafenm.gov

Signature:

Email: yyvigil@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:
Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the amount of $45,000 for SF Visitor's Guide Distribution Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

h) Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the amount of $45,000 for SF Visitor's Guide Distribution Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020
Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: July 13, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Randy Randall, Executive Director, Tourism Santa Fe

FROM: Jordan Guenther, Director of Marketing, Tourism Santa Fe /S/

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the PSA with Vladimir Jones in the Total Amount of $1,300,000.00 for Advertising Agency services for Tourism Santa Fe.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 is to extend the term and increase the compensation amount for FY2021.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:

1) **Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Advertising – 561850 - $600,000**
2) **SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $700,000**

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #1 to the Professional Services Agreement with Vladimir Jones.

Contract No.19-0384

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8/10/20
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850 - $600,000
5206600.561850 - $700,000 AL

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 Vladimir Jones (Praco)

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $1,600,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: May 29, 2019

☐ or by City Manager Date: _____

Contract is for: Advertising Agency Services for the City of Santa Fe

---

Amendment # 1 to the Original Contract# 19-0384

Increase/(Decrease) Amount $ $1,300,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council _____

☐ 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 $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# #19/25/P Date: January 11, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 2nd of four years
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** VSF Advertising **BU/Line Item:** (1) 2130521.561850
CCC Advertising
(2) 5206600.561850 $600,000 SAA
$700,000 SAA

Merit Lotero
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:** Antoinette Armijo-Rougemont

Phone # x6210

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: VLADIMIR JONES

Procurement Title: ADVERTISING AGENCY OF RECORD SERVICES

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

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

Department Requesting. TOURISM SANTA FE Name JORDAN GUENTHER

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	
X	☐	Approved Procurement Checklist (by Purchasing)
X	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
X	☐	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
X	☐	Executed Contract, Agreement or Amendment
X	☐	Current Business Registration and CRS numbers on contract or agreement
X	☐	Summary of Contracts and Agreements form
X	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Jordan Guenther, Director of Marketing — JULY 16, 2020

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

Fran Dunaway (Aug 3, 2020 08:11 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: SF COUNTY
NM

Owner:

License Number: 227045

Issued Date: April 13, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2020

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

PRODUCER	CONTACT NAME: Eva Sanchez
AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs CO 80903	PHONE (A/C, No, Ext): 719-354-4303 FAX (A/C, No): 719-354-4112 E-MAIL ADDRESS: eva.sanchez@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Pinnacol Assurance	41190
INSURER C : Continental Casualty Company	20443
INSURER D : Travelers Casualty And Surety Company	19038
INSURER E :	
INSURER F :	

INSURED: Praco LTD DBA Vladimir Jones
6 North Tejon Street #400
Colorado Springs CO 80903-3928
PRACLTD-01

COVERAGES **CERTIFICATE NUMBER:** 21780240 **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			ZH4-8824495-09	9/26/2019	9/26/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
A	AUTOMOBILE LIABILITY			AW4-884892-09	9/26/2019	9/26/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UH4-8850592-08	9/26/2019	9/26/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1002922	1/1/2020	1/1/2021	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						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	Media Prof & Cyber Liab			596829834	9/26/2019	9/26/2020	Occurrence	2,000,000
D	Crime			105691268 3 YEAR	9/26/2017	9/26/2020	Aggregate	2,000,000
							Crime Limit	1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION 30

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ITEM # 19-0384

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Vladimir Jones**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars ($1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $100,000 dollars ($100,000) in FY19, and $1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $100,000 in FY19. The $100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The $1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	$100,000
Media (net)	$1,020,000
Production (net)	$150,000
Research/Other	$22,500
Travel	$5,000
Agency Services Retainer	$302,500
TOTAL	**$1,600,000**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the

City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020, with the option to renew three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest: Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the 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.

13. **Amendment.**

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

B. If the 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 Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

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

15. **Penalties for violation of law.**

The Procurement Code, 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 illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Professional Liability Insurance.** 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.

20. **Other 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.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **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.

24. **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.

25. **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.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: TOURISM Santa Fe
Attn: Randy Randall
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Vladimir Jones
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO. 80903-3928

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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: 5/31/19

CONTRACTOR:
Vladimir Jones

NAME AND TITLE

DATE: 6/4/19

CRS# 05-436229-00-0

Registration # 19-00157091

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

4/29/19

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

22108.561850

GB TOURISM Vladimir Jones rev 072420 (2)

Final Audit Report 2020-08-03

Created:	2020-07-29
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL6nhLnYMxqocmmlekp2A0o9FNk78BGaQ

"GB TOURISM Vladimir Jones rev 072420 (2)" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-07-29 - 9:38:30 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-07-29 - 9:42:34 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-31 - 9:48:57 PM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-31 - 9:49:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-07-31 - 9:49:32 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-03 - 2:10:59 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-03 - 2:11:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Antoinette Armijo (amarmijo@santafenm.gov), Fran Dunaway (fadunaway@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), and YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-03 - 2:11:18 PM GMT

POWERED BY Adobe Sign

Item#_____

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

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

1. Compensation.

Section 3, Compensation, is hereby amended to read as follows:

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: Marcos Martinez Date: Jul 8, 2020
Marcos Martinez (Jul 8, 2020 10:12 MDT)
Senior Assistant City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date:_____
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

2020 07 08 Vladimir Jones Amendment#1

Final Audit Report 2020-07-08

Created:	2020-07-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHQJl0gabSxuUT7gS-RlK3jS1Xlef1Olo

"2020 07 08 Vladimir Jones Amendment#1" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-08 - 4:04:41 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-08 - 4:05:04 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-08 - 4:12:08 PM GMT- IP address: 97.123.161.15

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-08 - 4:12:26 PM GMT - Time Source: server- IP address: 97.123.161.15

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-08 - 4:12:26 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:
Request for Approval of Contract Amendment #1 with Vladimir Jones in the amount of $1,300,000 for Advertising Agency Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: pulled for discussion by Councilors Rivera and Villarreal. Approved.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

j) Request for Approval of Contract Amendment #1 with Vladimir Jones in the amount of $1,300,000 for Advertising Agency Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

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. 2020-26

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: _____ 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:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8F

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: 09/07/20
Quality of Life Committee: 09/02/20
Governing Body (Request to Publish): 09/09/20
Governing Body (Public Hearing): 09/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 09/07/2020 Public Works and Utilities Committee.

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		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 09/02/2020
FOR CITY COUNCIL MEETING OF 10/14/2020

ISSUE:
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): 10/14/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

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

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

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. 2020-24

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

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-10 - 2:09:16 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-08-10 - 2:10:46 PM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-10 - 2:10:46 PM GMT

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-08-10 - 2:51:40 PM GMT- IP address: 174.62.11.171

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-08-10 - 3:06:03 PM GMT - Time Source: server- IP address: 174.62.11.171

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-11 - 6:00:44 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-11 - 6:05:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Jesse Guillen (jbguillen@ci.santa-fe.nm.us), esisaacson@santafenm.gov, sapaez@santafenm.gov, Erin McSherry (ekmcsherry@santafenm.gov), and 1 more
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	

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8I

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled off Consent Agenda by Councilor Vigil Coppler for Discussion on New Fees. Approved unanimously to forward to 08/31/2020 Finance Committee.

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

c) 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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2019-19
4000 and 4100 Geo Lane General Plan Amendment
Case #2019-20
4000 and 4100 Geo Lane Rezoning

Owner's/Applicant's Name - Geo Park, LLC
Agent's Name - John Reeder

THIS MATTER came before the Governing Body (Governing Body) for public hearing on August 13, 2020 (Hearing) upon the applications (Applications) of John Reeder as agent for Geo Park, LLC (Applicant).

The Applications pertain to two properties located at 4000 and 4100 Geo Lane, totaling approximately 8.59 acres (Property). The Applicant requests (1) approval of an amendment to the general plan future land use map designation from Institutional to Low Density Residential and (2) a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre).

In a related Case #2020-1520, the Planning Commission (Commission) granted approval of a preliminary subdivision plat for a 42-lot residential subdivision (Project) conditioned on Governing Body approval of the general plan amendment and rezoning.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background & Procedural History

1. Santa Fe City Code (SFCC) Section 14-3.1 sets out certain procedures to be followed on the Applications, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(v)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
2. Pre-application conferences were held on December 27, 2018 and December 9, 2019 in accordance with SFCC Section 14-3.l(E).
3. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meetings was properly given.
4. Pursuant to SFCC Section 14-3.1(F), two ENN meetings were held on the Applications, on January 31, 2019, and November 6, 2019. The most recent ENN meeting was held at the Southside Library, 6599 Jaguar Drive, Santa Fe, New Mexico 87507, and was attended by the Applicant, one member of City staff, and four members of the public. Residents expressed concerns about traffic, pedestrian safety, manufactured homes, and general quality of life.

5. On June 6, 2019, the Commission considered two applications for the Property, including (1) a request to amend the general plan by changing the future land use designation from Institutional to Low Density Residential (Case #2019-19), and (2) a request to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-6 (Residential-six dwelling units per acre) (Case #2019-20).
6. On June 6, 2019, the Commission voted to recommend that the Governing Body grant the request to change the future land use designation for the Property from Institutional to Low Density Residential (Case #2019-19).
7. On June 6, 2019, the Commission tabled consideration of the rezoning request to permit the Applicant to address concerns expressed by both Commissioners and members of the public about density and Project design.
8. On July 11, 2019, the Commission adopted written Findings of Fact and Conclusions of Law recommending that the Governing Body approve the general plan amendment, which are filed with the records of the City Clerk as Item #19-0616.
9. On February 6, 2020, the Applicant returned to the Commission for a second public hearing with an amended rezoning application, requesting to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre) (Case #2019-20). The Applicant also requested preliminary subdivision approval for 42 residential lots (Case #2020-1520).
10. At the February 6, 2020 hearing, the Commission discussed density, traffic generation, and traffic safety on Airport Road at length. In particular, westbound, left-turn queuing for Geo Lane was discussed at length.
11. At the February 6, 2020 hearing, the Commission again postponed a decision on the rezoning request and requested that the Applicant (1) provide more data on crash statistics on Airport Road, (2) seek approval from the City Traffic Engineer to modify the left turn bay for westbound left turns onto Geo Lane, and (3) clarify the validity of residential trip generation rates as they applied to the Project.
12. On June 4, 2020, the Applicant returned to the Commission with the requested data for a third public hearing.
13. On June 4, 2020, the Commission voted to recommend that the Governing Body approve the R-5 rezoning request, subject to conditions of approval and technical corrections set forth in the Staff Report and exhibits, and adopted written Findings of Fact and Conclusions of Law reflecting its decision, which are filed with the records of the City Clerk as Item #20-0260.
14. On June 4, 2020, the Commission voted to approve a preliminary subdivision plat for forty-two (42) residential lots (Case #2020-1520), subject to Governing Body approval of the general plan amendment and the rezoning, and adopted written Findings of Fact and Conclusions of Law reflecting its decision, which are filed with the records of the City Clerk as Item #20-0261.
15. City staff reviewed the general plan amendment and rezoning Applications, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Governing Body with a written report of its findings (Staff Report), which evaluates the factors relevant to the Applications.
16. Staff recommended that the Governing Body approve the general plan amendment and the rezoning.

17. Pursuant to the SFCC Sections 14-2.2(A), 14-3.2(D)(3), and 14-3.5(B)(2) and Table 14-2.1-1, the Governing Body has the authority to consider the recommendations of the Commission and to either approve or disapprove the proposed general plan amendment and rezoning.
18. At the Hearing, the Governing Body considered the Applications concurrently, and the Governing Body received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.

General Plan Amendment; Case #2019-19

19. Pursuant to SFCC Section 14-3.2(B), the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
20. In this case, the Applicant seeks an amendment of the future land use designation from Institutional to Low Density Residential.
21. Under the general plan, "Low Density Residential" is the second-lowest density category and permits residential zoning of three to seven units per acre.
22. SFCC Section 14-3.2(D) sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing and recommendation by the Commission, and a public hearing and decision by the Governing Body, based on the criteria set out in SFCC Section 14-3.2(E).
23. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving an amendment to the general plan.
24. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 14-3.2(E)(1) have been met.
25. Pursuant to SFCC 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
26. Pursuant to SFCC 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with other parts of the general plan.
27. Pursuant to SFCC 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area, that the Property is well over the 2 acre minimum required for a general plan amendment, and that it will not benefit one or a few landowners at the expense of the surrounding landowners or the general public.
28. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable to this case.
29. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.
30. Pursuant to SFCC 14-3.2(E)(1)(f), the Governing Body finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.
31. Pursuant to SFCC 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans.

32. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
33. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

Rezoning; Case #2019-20

34. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
35. In this case, the Applicant seeks a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre).
36. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
37. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the proposed density is consistent with surrounding residential neighborhood, additional housing would be more advantageous to the city than additional institutional land uses, and the rezoning is consistent with the Southwest Area Master Plan (SWAMP).
38. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
39. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan and the SWAMP, and that R-5 zoning is consistent with the herein approved future land use map designation of Residential Low Density (3-7 dwelling units per acre).
40. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning, is located in an area that was annexed to provide for future growth, and that rezoning the property to accommodate residential infill is consistent with City policies regarding the provision of urban land sufficient to meet the growth needs of the city.
41. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure will be able to accommodate the impacts of the proposed development. Furthermore, the Applicant is making improvements to the westbound left-turn bay to improve left-turn safety onto Geo Lane.
42. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density.
43. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
44. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public.

45. Pursuant to SFCC Section 14-3.5(D), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

General Plan Amendment; Case #2019-19

2. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed general plan amendment.
3. The requested amendment to the general plan future land use map designation from Institutional to Low Density Residential should be approved because all applicable code requirements and criteria for a general plan amendment have been met, and the proposal is consistent with other parts of the general plan.

Rezoning; Case #2019-20

4. The Applicant has the right under the SFCC to propose the rezoning of the Property.
5. The Applicant met the applicable Submittal Requirements.
6. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed rezoning of the Property.
7. The proposed rezoning from R-1 to R-5 should be approved because all applicable code requirements and criteria for approving the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 9TH DAY OF SEPTEMBER 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

That the Governing Body approves the Applicant's Applications for an amendment to the general plan in Case #2019-19 and a rezoning in Case #2019-20.

_____ _____

Alan M. Webber Date
Mayor

FILED:

_____ _____

Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:



Erin K. McSherry
City Attorney

Aug 26, 2020
Date

2020-09-09 2019-19 -20 Geo Lane Governing Body GP Amend. Rezoning FOFCOL (sap_ekm)

Final Audit Report 2020-08-27

Created:	2020-08-26
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZbE4S_7t3Ke67sivixTUPQeOiR7-Ch-N

"2020-09-09 2019-19 -20 Geo Lane Governing Body GP Amend . Rezoning FOFCOL (sap_ekm)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-08-26 - 9:59:34 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-08-26 - 10:01:02 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-08-27 - 1:39:25 AM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-08-27 - 1:43:10 AM GMT - Time Source: server- IP address: 174.62.11.171

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us), Erin McSherry (ekmcsherry@santafenm.gov) and sapaez@santafenm.gov
2020-08-27 - 1:43:10 AM GMT

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal No. 2020-2175-APPL
Appellant's Name – Christina Halburka
Address – 868 East Alameda Street

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for a public hearing on August 12, 2020 (Hearing) to consider the appeal (Appeal) by Christina Halaburka (Appellant) from the written decision of the City's Historic Districts Review Board (Board) in Case No. 2020-1732-HDRB. In that decision, the Board denied Appellant's request to demolish thirteen (13) horizontal feet of a wall located at 868 East Alameda Street (Property). The wall has been designated as a contributing structure in the City's Downtown and Eastside Historic District. Appellant argued that the Board's decision should be reversed because (1) the portion of the wall in question had been knocked down by a vehicle, and it would be expensive to rebuild it; (2) retroactive approval of the demolition of the portion of the wall would allow compliance with the code provisions concerning the visibility of driveways; and (3) retroactive approval of the demolition of the portion of the wall would allow Appellant to create a second parking space.

The record on appeal (Record) includes the following documents:

1. Memorandum dated July 17, 2020, for the August 12, 2020 Meeting of the Governing Body to the Members of the Governing Body from Sally A. Paez, Assistant City Attorney, regarding the Appellant's appeal from the Board's decision in Case No. 2020-1732-HDRB (Memorandum);
2. Exhibit A, Verified Appeal Petition (Petition) filed May 25, 2020;
3. Exhibit B, Board Findings of Fact and Conclusions of Law in Case #2020-1732-HDRB, issued May 12, 2020 and filed by the City Clerk with the records of the City as Item #20-0246;
4. Exhibit C, relevant excerpts from the minutes of the May 12, 2020 Board meeting;
5. Exhibit D, Board Action Letter from Historic Preservation Division (HPD) staff to Appellant;
6. Exhibit E, relevant excerpts from the minutes of the April 28, 2020 Board meeting;
7. Exhibit F, HPD Staff Report and Exhibits for Case #2020-1732-HDRB from the April 28, 2020 Board meeting;
8. Exhibit G, Board Findings of Fact and Conclusions of Law issued April 28, 2020 in related Case #2020-1781-HDRB and filed by the City Clerk with the records of the City as Item #20-0219;
9. Exhibit H, relevant excerpts from the minutes of the March 10, 2020 Board meeting;
10. Exhibit I, HPD Staff Report and Exhibits for related Case #2020-1781-HDRB from the March 10, 2020 Board meeting; and
11. Exhibit J, Application and miscellaneous documents filed with the City Land Use Department (LUD).

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. The wall at issue in this case runs parallel to the public right of way at 868 East Alameda Street.
2. The lower portion of the wall is constructed from river rocks set in concrete mortar, and the upper portion of the wall is constructed from adobe brick finished with stucco.
3. When Appellant filed her application with the LUD, the wall measured approximately sixty-two (62) feet in length and was six (6) feet tall, and it paralleled nearly the entire west elevation of the house.
4. The southern end of the wall terminates at a gravel driveway.
5. The wall is penetrated by two pedestrian gate openings and one window opening.
6. An architectural survey concluded that a wall has existed in this location since 1958 and has had openings in the present locations since at least 1966, although it appears that the wall may have originally been lower in height.
7. The wall at its current height dates back at least to 1985, when it was photographed in a survey.
8. In addition to the wall, the Property consists of two attached dwelling units and a single parking space.

Procedural History

9. In October 2019, Appellant filed an application with the LUD, requesting approval of the following five items: (1) demolish thirteen (13) feet of the wall at the southern end; (2) remove the upper, stuccoed portion of the wall along its length; (3) replace the upper, stuccoed portion with coyote fencing to a height of five (5) feet; (4) remove a corner from the wall on the opposite (south) side of the driveway; and (5) add a new coyote fence inside and perpendicular to the wall.
10. On December 16, 2020, after Appellant filed her application but before the Board heard her case, a roofing contractor backed a vehicle into the wall and knocked over a portion approximately equivalent to that which the owner proposes to demolish.
11. The river rocks from the knocked-down portion of the wall remain intact and on-site.
12. At a public hearing held March 10, 2020, the Board reviewed the historic status of the wall and designated the wall as a contributing structure in the City's Downtown and Eastside Historic District.
13. The Santa Fe City Code ("SFCC") Section 14-12.1 defines a "contributing structure" as follows: "A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."

14. In designating the wall as contributing, the Board highlighted the wall's distinctive character and its importance to the surrounding streetscape.
15. At a subsequent public hearing held April 28, 2020, the Board considered the five proposed items set forth in Appellant's application.
16. At the April 28, 2020 hearing, the Board voted unanimously to deny Item #1, the request for approval of the demolition of thirteen (13) feet of wall at the southern end.
17. At the April 28, 2020 hearing, Appellant withdrew the requests set forth as Item #2 (remove the upper, stuccoed portion of the wall) and Item #3 (replace the upper, stuccoed portion with coyote fencing), and the Board voted to approve with conditions Item #4 (remove a corner from the wall on the south side of the driveway) and Item #5 (add a new coyote fence inside and perpendicular to the wall).
18. On May 12, 2020, the Board adopted written findings of fact and conclusions of law reflecting its decision, which required Appellant to "repair and restore the southern end of the wall by rebuilding the knocked-over portion of the wall in-kind to its original height, using the existing river rocks, and by using grout on the rebuilt portions of the wall that matches the original grout color."
19. Under SFCC Section 14-3.17(A)(1)(b), final actions of a Land Use Board include a written decision made after a public hearing.
20. SFCC Section 14-3.17(A)(2) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.
21. On May 25, 2020, Appellant timely filed the Petition, asking the Governing Body to reverse the Board's decision and to approve the request for demolition of the southern thirteen (13) feet of the wall.
22. Appellant's demolition request is the only item at issue on appeal.
23. Appellant raised the following issues in the Petition: (1) the portion of the wall in question had been knocked down by a vehicle, and it would be expensive to rebuild it; (2) demolition of the portion of the wall would allow compliance with the code provisions concerning the visibility of driveways; and (3) demolition of the portion of the wall would allow Appellant to create a second parking space.
24. The Appellant provided notice of the Hearing in accordance with the notice provisions of SFCC Section 14-3.1(H)(4).
25. Under SFCC Section 14-3.17(H)(4), Appellant has the burden of proof on appeal.
26. Under SFCC Section 14-2.2(F), the Governing Body hears and decides appeals of final actions of any Land Use Board de novo.
27. At the Hearing, the Governing Body reviewed the Record and heard the report of City staff and the presentations made by Appellant's representatives and interested members of the public.

Legal Nonconforming Structure

28. SFCC Section 14-12.1 defines a "legal nonconforming structure" as follows: "A structure or portion of a structure that was lawfully constructed but that fails to conform to the standards of Chapter 14 for structures, such as restrictions on area, lot coverage, height,

required yards or other characteristics of the structure or its location on the lot . . . as a consequence of adoption of or amendments to Chapter 14."

29. SFCC Section 14-10.3 permits a legal nonconforming structure to be maintained.
30. City staff determined that the wall is a "legal nonconforming structure."
31. City staff determined that the wall is a "nonconforming structure" because it prevents Appellant from complying with the driveway visibility standards set forth in SFCC Section 14-7.1(F)(2)(b), which provide that "obstructions between a height of three (3) feet and six (6) feet are prohibited within the required visibility triangle[.]." SFCC § 14-7.1(F)(2)(b).
32. City staff further determined that the wall is "nonconforming structure" because the Property currently has only one off-site parking space, and the wall prevents Appellant from complying with the parking requirements in SFCC Table 14-8.6-1.
33. Although the southern portion of the wall prevents the property owner from complying with current code requirements for driveway visibility and parking, the City treats the wall as a "legal" structure because the wall was constructed prior to the adoption of the current code requirements.
34. There are numerous examples of driveways and walls on East Alameda Street and throughout the Downtown and Eastside Historic District that do not meet the current standards in the SFCC for driveway visibility.
35. At the hearing before the Governing Body, Appellant's agent testified that there had been four vehicle accidents at the Property in the nine months preceding the hearing.
36. One of the accidents was "a pretty bad wreck" that occurred on July 18, 2020, after a large portion of the wall had already been knocked over and removed.
37. The July 18, 2020 accident demonstrates that removal of the southern portion of the wall does not eliminate accidents at the Property.
38. There is public parking on East Alameda Street, across the street from the Property.
39. SFCC Section 14-10.3(C) provides as follows: "If a legal nonconforming structure is destroyed by any means to an extent of more than sixty-six and two-thirds percent of the existing building structure and shell (exterior skin and framing, excluding window assemblies and exterior wall and roof coverings), it shall not be reconstructed except in conformity with the provisions of Chapter 14."
40. Less than sixty-six and two-thirds of the legal nonconforming wall was destroyed when a vehicle backed into the wall.
41. SFCC Section 14-5.2(B) mandates the preservation of a structure's contributing status and requires a property owner to repair and maintain a contributing structure.
42. SFCC Section 14-5.2(C)(1)(c) requires the preservation of a contributing structure's "[d]istinctive features, finishes, and construction techniques or examples of craftsmanship that characterize" the contributing structure.
43. The wall's vernacular river rock construction is a distinctive feature of the wall and an example of craftsmanship that characterizes the contributing structure and the streetscape.
44. The legal nonconforming wall can be repaired and maintained by rebuilding the portion of the wall that was knocked down in a manner that replicates the historic condition, using the historic river rocks that have been retained and remain on site.

Demolition Request

45. In determining whether to grant an application for demolition in an historic district, the Governing Body must consider and balance three factors set forth in SFCC Section 14-3.14(G)(1): "(a) Whether the structure is of historical importance; (b) Whether the structure for which demolition is requested is an essential part of a unique street section or block front and whether this street section or block front will be reestablished by a proposed structure; and (c) The state of repair and structural stability of the structure under consideration."
46. In response to factor (a), the Governing Body finds that the wall has historical importance and has been designated as a contributing structure.
47. In response to factor (b), the Governing Body finds that the historic character of the wall is an essential part of a unique street section or block front, and if demolition of the southern thirteen (13) feet of the wall is approved, that portion of the street section or block front will not be reestablished by a new structure.
48. In response to factor (c), the Governing Body finds that the portion of the wall that remains standing is in good repair and retains structural stability, and that the portion of the wall that has been knocked down can be rebuilt in kind with sufficient structural stability.
49. SFCC Section 14-3.14(F) provides that if the City denies an application for demolition in an historic district, the owner shall be required to immediately conduct the maintenance required by SFCC Section 14-5.2(B) (Minimum Maintenance Requirements).
50. Although Appellant's request to demolish the southern thirteen (13) feet of the wall does not meet the test for demolition, there may be other options for modifying the wall that meet the test for demolition while also moving the Property toward compliance with current driveway visibility standards.

Exception Request

51. SFCC Section 14-5.2(C)(5) provides that HPD staff is responsible for determining whether an exception is required for approval of an application.
52. HPD staff determined that approval of the demolition would require an exception to SFCC Section 14-5.2(D)(1)(a), which provides that "[t]he status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited."
53. To obtain the exception, Appellant needed to conclusively demonstrate that all three of the exception criteria in SFCC Section 14-5.2(C)(5)(b) had been met, as follows: "(i) Do not damage the character of the district; (ii) Are required to prevent a hardship to the applicant or an injury to the public welfare; and (iii) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts."
54. The Board denied the exception request because the Board found that Appellant had failed to meet exception criterion (i), which provides that an exception should not be granted if the exception would damage the character of the historic district.

55. In response to exception criterion (i), the Board found that permitting the demolition would damage the character of the district because the wall has historical significance and is an essential part of the streetscape. Walls that incorporate vernacular stonework and river rock are character-defining elements of the district that are replicated along the street.
56. In response to exception criterion (ii), the Board found that permitting the demolition would relieve a hardship by allowing the second dwelling unit to have a parking space and would contribute to the public interest by allowing compliance with federal sight triangle requirements, thereby improving public safety for automotive traffic.
57. In response to exception criterion (iii), the Board found that permitting the demolition would strengthen the heterogeneous character of the City by providing a parking space and more room to maneuver in and out of the driveway, thereby contributing to a full range of design options for housing within the Downtown and Eastside Historic District.
58. The Governing Body adopts the findings of the Board with respect to the exception criteria.

CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Board's written decision issued May 12, 2020 is a final action subject to appeal.
3. Appellant timely appealed the Board's decision to the Governing Body.
4. The wall is a legal nonconforming structure.
5. SFCC Section 14-10.3(C) permits the rebuilding of the legal nonconforming structure because less than sixty-six and two-thirds percent of the wall was destroyed.
6. Appellant's demolition request should be denied because the demolition factors in SFCC Section 3.14(G), specifically, the facts that the wall has historic significance, that the wall is an essential part of a unique street section, that the portion of the wall that remains standing is in good repair and retains structural stability, and that the portion of the wall that has been knocked down can be rebuilt with sufficient structural stability, do not weigh in favor of demolition.
7. Appellant's exception request should be denied because Appellant failed to demonstrate that exception criterion (i) has been met, i.e., that the proposed demolition would not damage the character of the historic district.
8. The appeal should be denied, and the Board's final action should be affirmed.
9. Appellant should be permitted to submit a new application for modifications to the wall for consideration by the Board.
10. When evaluating a new application, if any, the Board should consider traffic and pedestrian safety, and the driveway visibility standards set forth in Chapter 14.
11. The following members of the Governing Body did not concur with the majority vote of the Governing Body: Councilor JoAnne Vigil Coppler and Councilor Michael Garcia.

WHEREFORE, IT IS ORDERED ON THE 9TH OF SEPTEMBER 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body denies the appeal and affirms the decision of the Board, provided, however, that Appellant may submit a new application to the Board for modifications to the wall.

_____ _____
Alan M. Webber Date
Mayor

FILED WITH THE CITY CLERK:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Sep 1, 2020
Erin K. McSherry Date
City Attorney

2020-09-09 Appeal 2020-2175 GB FOFCOL_868 E. Alameda (Halaburka) ekm

Final Audit Report 2020-09-01

Created:	2020-09-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR2OmCE5jCreepVLz5BbC0em3AofGQXgL

"2020-09-09 Appeal 2020-2175 GB FOFCOL_868 E. Alameda (Halaburka) ekm" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-01 - 10:25:13 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-09-01 - 10:25:53 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-09-01 - 10:29:03 PM GMT- IP address: 71.237.204.224

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-09-01 - 10:32:01 PM GMT - Time Source: server- IP address: 71.237.204.224

Signed document emailed to Erin McSherry (ekmcsherry@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and sapaez@santafenm.gov
2020-09-01 - 10:32:01 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.

_____

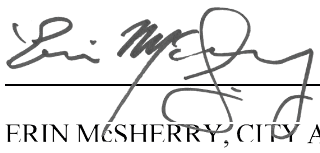
ALAN WEBBER, MAYOR

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

Created:	2020-08-13
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj1TWECSrV663YxKWvykKfCuU1thQcqHP

"ICIP 2022-2026" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-13 - 8:36:49 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-08-13 - 8:38:16 PM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-13 - 8:38:17 PM GMT

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-08-13 - 8:38:45 PM GMT- IP address: 104.47.64.254

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-13 - 8:39:18 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-08-13 - 8:39:28 PM GMT - Time Source: server- IP address: 174.62.11.171

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-16 - 11:31:14 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-16 - 11:32:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to ekpisula@santafenm.gov, Mary McCoy (mtmccoy@santafenm.gov), jjromero1@santafenm.gov, Erin McSherry (ekmcsherry@santafenm.gov), and 1 more
2020-08-16 - 11:32:03 PM GMT

POWERED BY Adobe Sign

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.

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**	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.)

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8G

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

COMMITTEE REVIEW

Public Works and Utilities Committee:	8/24/2020
Finance Committee:	8/31/2020
Governing Body:	9/9/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled off Consent Agenda for discussion. Approved unanimously as amended to forward to 08/31/2020 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS: Amend the resolution to include funding to Parks and Medians.

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

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	6,010,000	890,000	0	0	0	0	6,900,000	890,000	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)	1,100,000	200,000	2,500,000	2,500,000	2,500,000	2,300,000	11,100,000	10,000,000	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	412,500	337,500	0	0	0	750,000	750,000	Yes
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	0	1,000,000	9,047,637	0	0	0	10,047,637	10,047,637	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

Infrastructure Capital Improvement Plan FY 2022-2026

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	31,219,228	88,549,416	125,988,920	25,610,782	14,600,782	9,320,782	295,289,856	264,070,672

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: 6,900,000 **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 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 South side 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 South side 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
LGRANT	1,100,000	Yes	1,100,000	65,000	**03/30/2019**	
LFUNDS	1,000,000	Yes	1,000,000	0	**03/30/2019**	**Local General Fund**
LGRANT	3,910,000	Yes	3,910,000	0	**03/30/2019**	**Pending DFA approval of grant**
LGRANT	890,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,900,000		6,010,000	65,000		

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	43,000	0	**0**	**0**	**0**	**0**	**43,000**
Design (Engr./Arch.)	No	486,000	0	**0**	**0**	**0**	**0**	**486,000**
Construction	No	5,481,000	890,000	**0**	**0**	**0**	**0**	**6,371,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		6,010,000	890,000	**0**	**0**	**0**	**0**	**6,900,000**
	Amount Not Yet Funded	890,000						

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		
	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: 11,100,000 **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, construct and or refurbish infrastructure to promote development at the Midtown Santa Fe property in Santa Fe New Mexico for Phase 1. Midtown is envisioned to be the vibrant, inclusive and transit oriented new center of the city providing affordable and market rate housing, economic development nodes, art, open space and other elements as defined through extensive community input. The infrastructure at Midtown is aged and needs extensive updating and replacement. Infrastructure projects may include building new or refurbishing access and internal roads and trails; digital infrastructure; electric, gas, water and sewer utility infrastructure; stormwater management infrastructure including low impact design; building rehabilitation or demolition; and survey and civil engineering design services. A number of additional funding sources are expected to be leveraged against public funds. The municipality can maximize opportunity with matching infrastructure investments. The City is currently funding maintenance of the property in preparation for redevelopment. 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	1,100,000	Yes	1,100,000	490,000	**01/2019**	**2018 GRT Bond**
LGRANT	2,000,000	Yes	0	0		
OTHER	3,000,000	Yes	0	0		**Opportunity Funds**
LFUNDS	3,900,000	No	0	0		**2020 GRT Bond Allocation**
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		

	0	No	0	0
TOTALS	10,000,000		1,100,000	490,000

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.

	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	1,100,000	0	**0**	**0**	**0**	**0**	**1,100,000**
Design (Engr./Arch.)	No	0	200,000	**200,000**	**200,000**	**200,000**	**0**	**800,000**
Construction	No	0	0	**2,300,000**	**2,300,000**	**2,300,000**	**2,300,000**	**9,200,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		1,100,000	200,000	**2,500,000**	**2,500,000**	**2,500,000**	**2,300,000**	**11,100,000**
	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	200,000	**No**	**Yes**	**No**	**No**	**No**	6
2	2,500,000	**No**	**No**	**Yes**	**No**	**No**	12
3	2,500,000	**No**	**No**	**Yes**	**No**	**No**	12
4	2,500,000	**No**	**No**	**Yes**	**No**	**No**	0
5	2,300,000	**No**	**No**	**Yes**	**No**	**No**	0
TOTAL	10,000,000						

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 ownership, allow for leasing, create opportunities for the generation of solar electricity and improve efficiency.

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						

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, 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**

Infrastructure Capital Improvement Plan FY2022-2026

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		
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		
	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**

Infrastructure Capital Improvement Plan FY2022-2026

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		
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 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 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						

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 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**

Infrastructure Capital Improvement Plan FY2022-2026

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**

Infrastructure Capital Improvement Plan FY2022-2026

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

Infrastructure Capital Improvement Plan FY2022-2026

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						

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 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**

Infrastructure Capital Improvement Plan FY2022-2026

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						

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? 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**

Infrastructure Capital Improvement Plan FY2022-2026

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: Sam Burnett **Contact Phone:** 505-955-5933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 750,000 **Proposed project start date:** July 2021

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	75,000	**0**	**0**	**0**	**0**	**75,000**
Construction	No	0	337,500	**337,500**	**0**	**0**	**0**	**675,000**
Furnishing/Equipment	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	412,500	**337,500**	**0**	**0**	**0**	**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	75,000	**No**	**Yes**	**No**	**No**	**No**	6
2	337,500	**No**	**No**	**Yes**	**No**	**No**	8
3	337,500	**No**	**No**	**Yes**	**No**	**No**	8
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**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:						
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: Curt Temple **Contact Phone:** 505-795-2439 **Contact E-mail:** cetemple@santafenm.gov

Total project cost: 10,047,637 **Proposed project start date:** September 2021

Project Location: 500 Plaza Central Santa Fe NM 87507 **Latitude:** 36.6169 **Longitude:** -106.0651

Legislative Language: To continue to plan, design and construct new amenities of the Southwest Activity Node park, Phase III, for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: To continue the design/construction of Phase III of a regional park. This includes the following. Festival Lawn, Fruit Tree Orchard, Community Garden, Skate Park/Plaza, BMX Pump Track, Multi‐purpose Sport Fields, Tennis/Pickle ball Courts, Maintenance/Restrooms/Concession Building, Water Playground, Community Lawn and Road Extension 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	10,047,637	Yes	0	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	10,047,637		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	1,000,000	**0**	**0**	**0**	**0**	**1,000,000**
Construction	No	0	0	**8,200,000**	**0**	**0**	**0**	**8,200,000**
Furnishing/Equipment	N/A	0	0	**847,637.375**	**0**	**0**	**0**	**847,637.375**
TOTALS		0	1,000,000	**9,047,637**	**0**	**0**	**0**	**10,047,637**
	Amount Not Yet Funded	10,047,637						

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	1,000,000	**No**	**Yes**	**No**	**No**	**No**	12
2	9,047,637	**No**	**No**	**Yes**	**Yes**	**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	10,047,637						

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		

Infrastructure Capital Improvement Plan FY2022-2026

	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

						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						

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: Thomas Martinez **Contact Phone:** 505-955-2206 **Contact E-mail:** tamartinez@ci.santa-fe.nm.us

Total project cost: 400,000 **Proposed project start date:** April 2021

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						

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**

Infrastructure Capital Improvement Plan FY2022-2026

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						

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

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	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		
	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						

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						

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.

			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	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**

Infrastructure Capital Improvement Plan FY2022-2026

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**

Infrastructure Capital Improvement Plan FY2022-2026

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.

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**	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						

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 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.)

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

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

COMMITTEE REVIEW
Public Works and Utilities Committee: 8/24/20
Finance Committee: 8/31/2020
Governing Body: 9/9/20

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

City of Santa Fe, New Mexico
memo

Date: July 1, 2020

To: City of Santa Fe Public Works, Finance Committee & Council

Via: Kyra R. Ochoa, Community Services Dept. Director

From: Gino Rinaldi, Senior Services Division Director
Yvette Sweeney, DSS Nutrition Program Manager

RE: North Central New Mexico Economic Development District – Non Metro Area Agency on Aging – Title III Federal & State Sub-Award, Contract NO. 2020-21-60026 (MUNIS Contract#3202012)

Item an Issue:
Attached for your review and approval is MUNIS Project #'s SSD2124103,SSD2124104, SSD2124105,SSD2124106, SSD2124107, SSD2124108, North Central New Mexico Economic Development District, Non Metro Area Agency on Aging (AAA) Title III Federal & State Sub-Award Contact # 2020-21-60026 in the amount of **$801,843.02.**

Background and Summary:
The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

The Contract funds will be utilized to provide services to our eligible senior clientele who receive assistance in the areas of: Transportation, Nutrition (Congregate and Home-Delivered meals), In-Home Support Services (Respite, Homemaker, Non-Medical Personal Care, etc.), etc. during Fiscal Year 2020/21.

Recommended Action:
For your review and approval.

c: Sandra Duran, Financial Analyst
Lugi Gonzales, DSS Project Manager

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District Non Metro AAA

Procurement Title: Title III Federal and State Sub-Award

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 Community/Senior Services Staff Name Anya Alarid

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:

Anya Alarid — Project Administrator — 07/14/20

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

Fran Dunaway (Aug 18, 2020 16:13 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.

Program	Fund	Org	Expense String	Revenue String	Revenue Account	Revenue Amount	MUN
Senior Companion Program (SCP)	241	2410116					
Senior Employment Program (SEP)	241	2410111	SSD2124102-SAL & BENE- -	SSD2124103-STATE-NMAA-PASS THRU	490710	$ 46,340.00	S210
Foster Grandparent Program (FGP)	241	2410116					
Retired Senior Volunteer Program (RSVP)	241	2410116					
Senior Nutrition Program - Home Delivery	241	2410114	SSD2124104-OPERATION	SSD2124104-FEDERAL-TITLE C2-PASS THRU	490715	$ 30,260.00	F210
			SSD2124104-SAL & BENE	SSD2124104-STATE-NMGAA HB2-PASS THRU	490710	$ 135,000.00	S210
Senior Nutrition Program - Congregate	241	2410114	SSD2124103-OPERATION	SSD2124103-FEDERAL-TITLE C1-PASS THRU	490715	$ 93,099.00	F210
			SSD2124103-SAL & BENE	SSD2124103-STATE-NMGAA HB2-PASS THRU	490710	$ 107,929.26	S210
In Home Support - Elder Respite	241	2410113	SSD2124106-OPERATION	SSD2124106-FEDERAL-TITLE IIIE-PASS THRU	490715	$ 77,759.76	F210
			SSD2124106-SAL & BENE	SSD2124106-STATE-NMGAA HB2-PASS THRU	490710	$ 83,600.00	S210
In-Home Support - Homemaker	241	2410113	SSD2124105-OPERATION	SSD2124105-FEDERAL-TITLE IIIB-PASS THRU	490715	$ 18,000.00	F210
			SSD2124105-SAL & BENE	SSD2124105-STATE-NMGAA HB2-PASS THRU	490710	$ 90,026.00	S210
In-Home Support - GRGC Respite	241	2410113	SSD2124107-PROF SVC	SSD2124107-STATE-NMGAA HB2-PASS THRU	490710	$ 10,000.00	S210
Senior Assisted Transportation	241	2410115	SSD2124108-ADMIN -Staff	SSD2124105-FEDERAL-TITLE IIIB-PASS THRU	490715	$ 56,169.00	F210
			SSD2124108-CITY -Staff	SSD2124105-STATE-NMGAA HB2-PASS THRU	490710	$ 100,000.00	S210
			SSD2124108-OPERATION				
NSIP NUTRITION SERVICE INCENTIV	241	2410114	SSD2124101-FOOD	SSD2124101-FEDERAL-TITLE C1-PASS THRU	490715	$ 37,040.71	F202
				SSD2124101-FEDERAL-TITLE C2-PASS THRU	490715	$ 74,085.29	

1000111	Snr Adm	Seniors Admin			
2410111	SnrCtrPrgs	Senior Center Programs			
2410113	SnrIHSPrgs	Senior In-Home Support Prgms			
2410114	SnrNtrPrgs	Senior Nutrition Programs			
2410115	SnrTrnPrgs	Senior Transportation Programs			
2410116	SnrVolPrgs	Senior Volunteer Programs			

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202012**

Contractor: **North Central New Mexico Economic Development District Non Metro AAA**

Description: **To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2021.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/20** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: 60026

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)

3. **Procurement History:** _____

Jesse Dunagan Jr/cfo
Jesse Dunagan (Aug 19, 2020 16:13 MDT)
Purchasing Officer Review: Aug 19, 2020 Date:

Comment & Exceptions: _____

4. **Funding Source: State&Federal Funds-Org:2410113,2410114,** **Org / Object: 2410115/490710,490715**

Alexis Lotero
Alexis Lotero (Aug 19, 2020 15:26 MDT)
Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Contract No. 2020-21- 60026

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

City of Santa Fe, hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2020 in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor Subrecipient Contractor agrees to provide service(s) to eligible clients as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses and certifications, as applicable.

B. Targeting:
Target populations include persons age 60 or older and their spouses of any age, younger disabled persons who reside with persons age 60 or older, caregivers of any age who care for persons age 60 or older, caregivers age 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons age 50 through 59 for services provided with only state funding. Target populations for each service may vary according to the service provided.

C. Payment for Services.
For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$801,843.02**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. $ 74,169.00 from Title III-B of the OAA;

2. $ 93,099.00 from Title III-C1 of the OAA;

3. $ 30,260.00 from Title III-C2 of the OAA;

4. $ -0- from Title III-D of the OAA;

5. $ 77,759.76 from Title III-E of the OAA; and

6. $ 526,555.26 from the NMGAA-State/HB-2

Service	Units of Service	Persons Served
Congregate Meals	58,781	2,391
Home Delivered Meals	100,500	1,380
Transportation	28,819	663
Assisted Transportation		
Case Management500		
Adult Day Care		
Chore Services		
Homemaker/Housekeeping	7,178	110
Physical Fitness/ Exercise/Health Screening		
EB-Health Education Training		
NFCSP – Family Caregivers: Elderly		
CG – Respite Care In-Home	8,831	56
CG – Respite Elder Respite - Adult Day Care		
CG – Respite Elder Care - Vouchers		
CG - Elder Respite Care -Counseling		
CG - Respite - Information Services		
CG - Respite - Supplemental Services		
NFCSP – Family Caregivers: Grandchildren		
GRGC Respite Vouchers	50	50
GRGC Respite In-Home		
GP Counseling		

,692
125

Attachment: FY21 Units of Service -Crosswalk - Definitions

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5^{th}) day of each month following the last day of the month in which services were provided. If the fifth (5^{th}) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient

Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
    a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
    b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Through of the Senior Citizens Service Sub-Award, the Agency agrees to abide by the Major Disaster Declaration (MDD)provisions in accordance to guidance set forth by the Administration for Community Living (ACL) and the Aging and Long-Term Services Department.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.

2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.

3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2020-2021 contracts. For the program period starting July 1, 2020 **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**

4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.

5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review client intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars as described in the MDD provisions
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990* –

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*
The Subrecipient Contractor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2019 through June 30, 2020. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which

facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,

3. Governmental-type Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental Subrecipient Contractors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient 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, 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.
This Agreement **shall begin on July 1, 2020 and terminate on June 30, 2021**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.
A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by

the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient

Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

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

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

11. RELEASE.
The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.
Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting
the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.
All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST.
The Subrecipient 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 or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

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

17. PENALTIES.
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 illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.
The laws of the State of New Mexico shall govern this Agreement.

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

20. RECORDS AND FINANCIAL AUDIT.
The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date. time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.
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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.
The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:
NCNMEDD
Attn: Marcia A. Medina
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:
_____
_____
_____
_____

28. INSURANCE.
The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.
The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES.
For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2020.

_____	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
_____	Monica Abeita
Signature	*Signature*
_____	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
_____	06/29/2020
Date	*Date*

North Central New Mexico
Economic Development District
Non Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com

MEMORANDUM 2021-01

Date: June 29, 2020 Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Subrecipient Contractors

From: Marcia A. Medina, Community Services Director
Monica Abeita, NCNMEDD Executive Director

Re: FY 2020-2021 Title III Federal and State Sub-Award Contract
FY 2020-2021 Nutrition Services Incentive Program Sub-Award Contract
FY 2020-2021 Senior Employment Program Sub-Award Contract

Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 (OAA) as amended and, as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2020 through June 30, 2021.

The FY21 Title III Federal and State HB 2 (Title III Sub-Award), Federal Nutrition Services Incentive Program (NSIP) and Senior Employment Program (SEP) awards are provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the ***Units of Service Crossword Definitions*** document which reflect the COVID definition updates.

By August 1, 2020 Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, a monthly expense reporting workbook will be provided to each Title III subrecipient contractor for continued use in FY20-21.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2020.

Once each respective contract(s) are signed, please send the scanned signed pages to the attention of Deidre Sandoval dsandoval@ncnmedd.com and copy me marciam@ncnmedd.com electronically.

If you have any questions, please call 505-356-9402 or 505-356-9379.

Non-Metro Area Agency on Aging
Summary of Budgeted Revenues (SBR)
Fiscal Year: 07/01/2020- 06/30/2021
Date: 7/1/2020

Contractor: City of Santa Fe

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Exercise/Health Screening	EB-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite Care - Vouchers	GRGC Respite Vouchers	GRGC Respite In Home	GP Counselling	Elder Respite Care -Counseling	Respite - Information Services	Respite – Supplemental Services	TOTAL
Federal Title IIIB			$ 56,169.00	$ -	$ -	$ -	$ -	$ 18,000.00												$ 74,169.00
Federal Title IIIC1	$ 93,099.00																			$ 93,099.00
Federal Title IIIC2		$ 30,260.00																		$ 30,260.00
Federal Title IIID																				$ -
Federal Title IIIE											$ 77,759.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 77,759.76
NSIP	$ 37,040.71	$ 74,085.29																		$ 111,126.00
State	$ 107,929.26	$ 135,000.00	$ 100,000.00	$ -	$ -	$ -	$ -	$ 90,026.00	$ -	$ -	$ 83,600.00	$ -	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ 526,555.26
Local Cash (City/County/Town)	$ 231,745.50	$ 340,339.50	$ 317,323.00	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 889,408.00
Fundraising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Grants/Foundations	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Funded Senior Empl. Prog	$ 22,770.00	$ 22,770.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Kind	$ 259,203.00	$ 657,652.00	$ 182,454.00	$ -	$ -	$ -	$ -	$ 31,370.00	$ -	$ -	$ -	$ -	$ -	$ 42,576.00	$ -	$ -	$ -	$ -	$ -	$ 45,540.00
Program Income:																				$ 1,153,255.00
Transportation:			$ 8,134.00	$ -																
Housekeeping:								$ -												$ 8,134.00
Adult Day Care:						$ -														$ -
Congregate Meals Donations	$ 12,750.00																			$ -
Home Delivered Donations		$ 62,116.00																		$ 12,750.00
Other...(Specify)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 62,116.00
Total Program Income	$ 12,750.00	$ 62,116.00	$ 8,134.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 83,000.00
TOTAL:	$ 764,537.47	$ 1,322,222.79	$ 644,080.00	$ -	$ -	$ -	$ -	$ 139,396.00	$ -	$ -	$ 161,359.76	$ -	$ -	$ 52,576.00	$ -	$ -	$ -	$ -	$ -	$ 3,084,172.02
Projected Units	58,781	100,500	28,819					7,178			8,831			50						
Total Cost of Service (CoS)	$ 13.00654	$ 13.15645	$ 22.34914	$ -	$ -	$ -	$ -	$ 19.41989	$ -	$ -	$ 18.27197	$ -	$ -	$ 1,051.52000	$ -	$ -	$ -	$ -	$ -	
Total Cost of Service w/o In-Kind	$ 8.59690	$ 6.61264	$ 16.71210	$ -	$ -	$ -	$ -	$ 15.04960	$ -	$ -	$ 18.27197	$ -	$ -	$ 200.00000	$ -	$ -	$ -	$ -	$ -	
Total CoS w/o In-Kind/SEP/NSIP	$ 7.57938	$ 5.64891	$ 16.71210	$ -	$ -	$ -	$ -	$ 15.04960	$ -	$ -	$ 18.27197	$ -	$ -	$ 200.00000	$ -	$ -	$ -	$ -	$ -	
Funding %																				
Federal IIIB	0.000%	0.000%	8.721%	0.000%	0.000%	0.000%	0.000%	12.913%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Federal IIIC1	12.177%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Federal IIIC2	0.000%	2.289%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Federal IIID	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Federal IIIE	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	48.196%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Federal NSIP	4.845%	5.603%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
State	14.117%	10.211%	15.529%	0.000%	0.000%	0.000%	0.000%	64.563%	0.000%	0.000%	51.810%	0.000%	0.000%	19.023%	0.000%	0.000%	0.000%	0.000%	0.000%	
Local Cash (City/County/Town)	30.312%	25.743%	49.258%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Program Income	1.668%	4.595%	1.263%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Fundraising	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Other Grants/Foundations	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
State Funded Senior Empl. Prog	2.978%	1.722%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
In-Kind	33.903%	49.738%	25.223%	0.000%	0.000%	0.000%	0.000%	22.504%	0.000%	0.000%	0.000%	0.000%	0.000%	80.977%	0.000%	0.000%	0.000%	0.000%	0.000%	
Total of %'s	100.000%	100.000%	100.000%	0.000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	100.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
OAA Title III Contract Cost (Fed/St)																				
Federal IIIB	$ -	$ -	$ 1.94903	$ -	$ -	$ -	$ -	$ 2.50765	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Federal IIIC1	$ 1.56383	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Federal IIIC2	$ -	$ 0.30105	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Federal IIID	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Federal IIIE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8.86532	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State	$ 1.80512	$ 1.34328	$ 3.40993	$ -	$ -	$ -	$ -	$ 12.54193	$ -	$ -	$ 9.46665	$ -	$ -	$ 200.00000	$ -	$ -	$ -	$ -	$ -	
Total Federal & State	$ 3.41895	$ 1.64438	$ 5.41896	$ -	$ -	$ -	$ -	$ 15.04960	$ -	$ -	$ 18.27197	$ -	$ -	$ 200.00000	$ -	$ -	$ -	$ -	$ -	
	Under Cap Rate	Under Cap Rate	Under Cap Rate					Over Cap Rate			Over Cap Rate			Over Cap Rate						

In WITNESS WHEROF, the parties have executed this North Central New Mexico Economic Development Districts Non-Metro Area Agency on Aging Title III Federal and State Sub- Award on the date set forth below.

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 30, 2020 13:09 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
BUSINESS UNIT/LINE ITEM

NCNMEDD TITILE III Federal and State Sub-Award 2020-21

Final Audit Report 2020-06-30

Created:	2020-06-30
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjpMPZQkNFaivrYS9LtkDt1XQsGlVIJ0L

"NCNMEDD TITILE III Federal and State Sub-Award 2020-21" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-30 - 6:23:54 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-30 - 6:24:20 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-30 - 7:07:48 PM GMT- IP address: 67.0.255.27

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-30 - 7:09:30 PM GMT - Time Source: server- IP address: 67.0.255.27

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-30 - 7:09:30 PM GMT

ci.Santa Fe | POWERED BY Adobe Sign

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

f) Request for the Approval of the North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Title III Federal & State Sub-Award. Contract #2020-21-60026 (Munis Contract #3202012) in the amount of $801,843.02 to provide services to eligible clientele who receive Transportation, Nutrition, and in-Home Support services during FY 2021; (Gino Rinaldi, Senior Services Division Director **earinaldi@santafenm.gov,** 505-955-4710)

Committee Review:
Quality of Life: 9/2/20
Council: 9/9/20

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 09/02/2020
FOR CITY COUNCIL MEETING OF 09/30/2020

ISSUE:
Request for the Approval of the North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Title III Federal & State Sub-Award. Contract #2020-21-60026 (Munis Contract #3202012) in the amount of $801,843.02 to provide services to eligible clientele who receive Transportation, Nutrition, and in-Home Support services during FY 2021. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 505-955-4710)

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

DATE: August 26, 2020

TO: Finance Committee and Governing Body

VIA: John Romero, Acting Public Works Department Director JR

FROM: Emily Pisula, Public Works, Fiscal Administrator EP

SUBJECT: Capital Reallocation BAR

Item and Issue

Capital reallocation BAR in the amount of $6,500,400, and 2018 GRT Bond reallocation project listing.

Background and Summary

During the June 24, 2020 Governing Body meeting it was presented by John Romero a listing of 2018 GRT Bond projects, the amount of project savings, and a request to reallocate this savings to other capital expenses that are normally paid from City operating budgets. At the time that this item was presented, there was not a project/capital item listing of where the reallocated amount would be applied.

The Public Works Department in conjunction with the Finance Department has defined a listing of where the $6,500,400 reallocation amount is to be applied, please see attached list of capital items.

This BAR allocates the reappropriation amount from the Fire Station Project of $6,000,000 as well as reallocates the project savings from the South Side Library Water Harvesting of $25,000, New CRM system of $100,000, and City Hall Improvements of $375,400.

Action Requested

Approval of Capital Reallocation BAR in the amount of $6,500,400. MUNIS Org 3359980 Object 572970, and Approval of reallocation projects.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/CIP	8/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3359980	572970		6,000,000	
WIP Construction	3359980	572970		100,000	
WIP Construction	3359980	572970	GRT18355C		(100,000)
WIP Construction	3359980	572970	GRT18355A1		(175,000)
WIP Construction	3359980	572970	GRT18355H2		(25,000)
WIP Construction	3359980	572970	GRT18355A2		(200,400)
WIP Construction	3359980	572970		175,000	
WIP Construction	3359980	572970		25,000	
WIP Construction	3359980	572970		200,400	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 6,500,400	$ (500,400)

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

Capital Re-allocation BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
335	(6,000,000)
TOTAL:	**(6,000,000)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Emily Pisula 8/26/2020
Prepared By *{print name}* Date

John Romero 08-26-20
Division Director Signature *{optional}* Date

John Romero 08-26-20
Department Director Signature Date

Alexis Lotero 8/26/20
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Division	Org	Org Title	Object	Object Title	Dpt Request	Justification	Expected Life Span (Years)
Streets	1000471	Streets & Drainage Maint	530200	Operating Supplies	$40,000	Asphalt and Concrete	3-5 years
Streets	1000471	Streets & Drainage Admin	571000	Vehicles > 1.5	$340,000	dump truck, 2 support vehicles, including snow plow and dump body	15 years
Streets	1000471	Streets & Drainage Admin	570500	Equipment & Machinery	$50,000	asphalt trailer	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$5,000	large flat bed trailer for hauling equipment	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$35,000	wheel lift	15 years
Facilities	3650432	Custodial Van	5709050	Vehicles <1.5	$30,000	Replacement of Van recommended by Fleet	15 Years
Facilities	1000435	Maintenance Truck	5709050	Vehicles <1.5	$45,000	Replacement of Truck recommended by Fleet	
Facilities	3650432	Roof & Clerestory Replaceme	520100	Rep and Maint Building/Struc	$2,000,000	Ft. Marcy Roof & Clerestory Replacement, City Hall Roof Coating, and other roofs, needed because current roofs and clerestories are beyond their useful life	20 Years
Facilities	1000435	Fire System Inspection & Rep	520100	Rep and Maint Building/Struc	$300,000	Contract to survey City's fire protection systems, develop ugrade design, and construct upgrades.	20 Years
Facilities	1000435	La Familia Maintenance	520100	Rep and Maint Building/Struc	$50,000	Facility upgrades at La Familia Medical Center	5 Years
Facilities	3650432	Citywide HVAC Repairs	520400	Rep & Maint Machince/Equip	$150,000	GCCC Domestic Hot Water Heater, Southside Library Boilers, and HVAC upgrades.	
Facilities	3650432	Ft. Marcy Mechanical Room	520100	Rep and Maint Building/Struc	$100,000	Ft. Marcy Mechanical Room Electric Repair and related work needed because equipment is unsafe	20 Years
Facilities	1000435	GCCC Mezzanine	520100	Rep and Maint Building/Struc	$700,000	GCCC Mezzanine ugrades.	20 Years
Facilities	3650432	Siler Sewer Line	520400	Rep & Maint Machince/Equip	$80,000	Upgrade and replace Siler Sewer Line.	20 Years
Facilities	3650432	Miscellaneous Capital Improv	520100	Rep and Maint Building/Struc	$100,000	Miscellaneous Capital Improvements	20 Years
Engineering	1000412	Paint/Sign Operations/Maint	530200	Operating Supplies	$200,000	Pavement marking tape and roadway sign material to be installed by City staff.	5 Years
Engineering	1000412	Paint/Sign Operations/Maint	572500	Remodeling & Replacement	$200,000	Installation of pavement marking and roadway signs.	5 Years
Engineering	1000415	Signals Operations/Maintena	530200	Operating Supplies	$450,000	Signal equipement replacement and upgrades.	25 Years
Engineering	1000415	Signals Operations/Maintena	571000	Vehicles >1.5	$405,000	Replacement of 2 bucket trucks and 1 pickup truck as recommended by Fleet.	15 Years
Engineering	1000416	Traffic Engineering	520150	Rep and Maint System Equip	$100,000	Street light repair and replacement.	20 Years
Parking	5350453	Parking/Collections	570500	Inventory Exempt Equipment	$30,000	License Plate Recognition Equip/Software	10 years min.
Parking	5350454	Parking/Parking Collections	570500	Equipment & Machinery	$195,000	Current mechanical locks are worn out. New locks are needed to ensure that coins are collected.	12 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$68,000	Refurbish Sandoval Elevator	10 - 15 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$102,000	Refurbish (2) SFCCC Elevators	10 - 15 years
Parking	5350456	Parking/Maintenance	570950	Vehicles <1.5	$75,000	Replacement of Flat bed truck as recommended by fleet. Flat bed truck is required to spread snow melt and distribute barricades etc. for traffic control	15 years
Parks	1004150	Parks/Trails & Open space	571000	Vehicles > 1.5	$35,500	(1) support vehicles to replace non-functioning red-tagged city units & necessary to transport staff & equipment safely (8) needed but requesting (1) x $35,500 = $35,500	15 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$35,500	Toro Rake-O-Vac needed to replace on-working obsolete Toro Rake-O-Vac. to pick up grass clippings & debris in parks after mowing; not having this machinery causes in adequate penetratoin of water into the turf;	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$115,000	(1) Small Dumptruck with Plow & Spreader; needed to replace old/non operating Unit #632 Ford & #633 Kodiak bobtail 6 yd. dump trucks (need 2 but requesting) ($115,000 ea)	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$245,000	Motor Grader needed to replace 1980 model in parks inventory	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$137,400	Back hoe to replace old John Deere Unit #634 back-hoe in parks inventory	10 years
MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years
				TOTAL	**$6,500,400**		

a. Request for Review and Approval of Re-Prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets. (John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

a. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7C

Review and Recommendations of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Traffic Engineering Division Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

PUBLIC UTILITIES COMMITTEE ACTION: Pulled by Councilor Lindell for further information. Unanimously approved on Consent Agenda to forward to 06/15/2020 Finance Committee

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2020
FOR CITY COUNCIL MEETING OF 06/24/20

ISSUE:

c. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

FINANCE COMMITTEE ACTION:
Postponed- to go back to PUC/PWC on 6-22-20 and to FCM 6-29-20

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

City of Santa Fe, New Mexico

memo

DATE: June 16, 2020

TO: Public Works Committee

FROM: John J. Romero, Acting Public Works Department Director JR

SUBJECT: **Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets**

BACKGROUND:

During this unprecedented time staff is looking for creative solutions towards closing a roughly $100M funding gap in next fiscal year's operating budget, brought on by the current COVID-19 pandemic. Potential funds that can aid in closing this gap are existing capital funds.

The Public Works Department has been working with other city departments to evaluate all existing capital projects, looking at what projects can be placed on hold for the purpose of freeing up funds. These funds are primarily bond proceeds backed by ½% of the City's GRT earmarked for capital improvements. Capital project fund saving will then be applied towards capital expenses that are typically paid out of the City's operating funds.

A capitalizable expense is a fixed asset that has a useful life greater than 1 year and costs more than $5k. In order to utilize bond proceeds, the average life of all capital expenditures must exceed the average life of the bond (10 years). This criteria will be utilized when determining what operation related capital expenses we apply these funds towards. The list of expenses staff will be looking to apply these funds towards, will be presented by the Finance Department during our upcoming FY20/21 budget proposals.

The re-prioritization was approved by the Public Works Committee on June 8, 2020 with a recommendation that it go before the Finance Committee. At the June 15, 2020 Finance Committee, an amendment was presented to add $556,000 of additional funding to the Public Safety Radio System Replacement project in order to add a Computer Aided Dispatch (CAD) system to the project. The Finance committee recommended that the item be tabled so that the Public Works Committee can review the amendment.

At this time, the Public Works Department is asking the Public Works Committee to review and approve the revised re-prioritization of capital projects. The attached spreadsheet summarizes all active capital projects including staff recommendations for amendments to certain project budgets including the above mentioned revision. These amendments to project budgets now generates $6,500,410 in project savings. The amendments are as follows:

- City Hall Improvements–Amend budget from $600,000 to $163,001 ($436,999 savings)
    - Reduction in project scope including removal of renovations to Land Use's office space and removal of under budgeted HVAC improvements.
- GCCC Improvements–Amend budget from $4,934,243 to $4,577,556 ($356,687 savings)
    - Reduction in project scope including removal of pool room & window painting, removal of structural painting, and removal of pool tile repairs.
- Southside Library-Amend budget from $88,998 to $63,998 ($25,00 savings)
    - Reduction in project scope including removal of rainwater harvesting system repair.
- New Fire Station #2-Amend budget from $6,535,000 to $399,688 ($6,135,312 savings)
    - Design has been completed for this project. Postponement of construction is proposed.
    - Emergency service coverage lost due to postponement of this project will be coordinated between the City's Fire Department and Santa Fe County Fire Department.
- Public Safety Radio System Replacement-Amend budget from $2,000,000 to $2,556,000 ($556,000 increase)
    - Addition of Computer Aided Dispatch (CAD) system to project.
- MEG Cafeteria-Amend budget from $413,664 to $411,252 ($2,412 project savings)
    - Remaining balance of completed project
- CRM Upgrade-Amend budget from $100,000 to $0 ($100,000 project savings)
    - The Constituent and Council Services Department created a new CRM system in-house with City resources.
- SWAN Park-Amend budget from $599,000 to $349,000 ($250,000 savings)
    - Amendment of scope to only include design and construction of Water Tank Plant Screen, Horse Shoe Pits/Huachas, BMX Pump Track, Dog Park, Hiker/Biker Trail Head & Park Overlook, and Jersey Barrier Perimeter Control.
    - Project Saving to be utilized for MRC Soccer Valley Improvements.
- MRC Soccer Valley-Amend budget from $1.25M to $1.5M ($250,000 increase)
    - Revised Scope:
        - GIS Irrigation Assessment + Water Budgets
        - Complete Irrigation System Rehabilitation
        - Field Improvements & Drainage mitigation Via Irrigation Rehabilitation
        - Pump House Assessment and Rehabilitation
        - Edge Turf Reduction and Reduced Water Requirements
    - Removed from Scope:
        - Field Lighting
        - Parking and Circulation Design
        - Field Specific Rehabilitation

RECOMMENDED ACTION:

Approval of above mentioned project budget adjustments further explained in the attached spreadsheet.

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	600,000.00	$ 161,001.00	$ 438,999.00	Limit the work not essential. HVAC for city hall is extensive. The current budget is not sufficient	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work as existing budget not sufficient	2018 GRT Bond: $600,000
	LU office reconstruction			10,278.35	10,278.35	$ -			
	LU misc electrical equipment			4,662.81	4,662.81	$ -			
	LUIP tile and new carpet installation			4,902.43	4,902.43	$ -			
Facilities	Fort Marcy	March-19	May-21	693,361	693,361	$ -		Project complete, with no remaining balance	2018 GRT Bond: $700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	$ 4,577,556.00	$ 356,687.00	Non-essential items that can be placed on hold: $85,000 - Pool room and window painting; $250,000 - structual painting; and $21,687 Pool tile repairs	All essential repair work with the exception of $85,000 - Pool room and window painting, $250,000 - structual painting; and $21,687 Pool tile repairs	2018 GRT Bond: $4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	$ 175,000	$ -		Roof repair on the Main Library. Work to commence in May 2020.	2018 GRT Bond: $155,000
Facilities	Southside Library	April-19	August-20	88,898.00	$ 63,598	$ 15,000.00	Non-essential item that can be placed on hold: $25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold $25,000 Harvesting System Repair	2018 GRT Bond: $185,000
Facilities	Salvador Perez	November-19	June-20	3,124,965.00	$ 3,124,965	$ -		Renovation project underway and close to completion	2018 GRT Bond: $2,450,000
	Sal P. Pool Filter	May-20	May-20	5,000.00	5,000.00	$ -	This is required to maintain the pool filtration system		
	Sal P Structural Envelope Rehab			115,000.00	115,000.00	$ -			
Facilities	Silringo Complex	February-20	August-20	117,119.00	$ 117,119	$ -		Continue HVAC and non repair essentialfor staff facility in Bldg 4 which includes Police Records	2018 GRT Bond: $130,000
Facilities	Siler Building C	April-19	June-20	421,686.00	$ 421,686	$ -		Continue HVAC and roof repair	2018 GRT Bond: $582,000
Facilities	Tree Root & Paver Repair	October-19	May-20	60,000.00	$ 60,000	$ -		Checking on ADA compliance; Safety issues the outside of the SF Convention Center;	2018 GRT Bond: $60,000
Facilities	New Fire Station #2	May-19	December-21	6,000,000.00	$ -	$ 6,000,000.00		$535,000 for Design is funded by Fire/ 1/2% GRT funds; new facility	2018 GRT Bond: $6,900,000
	New Fire Station # 3 - Design			535,000.00	395,688	$ 139,312.03			
Facilities	MEC Cafeteria Addition - $135K GRT Bond / $178k State Aging Grant	April-19	September-19	413,664.00	$ 413,352	$ 2,412.00	Project Complete; remaining balance	Project Complete, remaining balance	2018 GRT Bond: $135,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	140,000.00	$ 140,000	$ -		Continue essential Bridge rehab work needed for safety	2018 GRT Bond: $235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	$ 1,100,000	$ -			2018 GRT Bond: $1,100,000
IT	Public Safety Wireless	February-20	December-22	150,000.00	$ 150,000	$ -			2018 GRT Bond: $200,000
IT	Public Safety Radio System Replacement	December-19	December-20	1,000,000.00	$ 2,556,000	$ (556,000.00)		$873,957 received from the County; Adding Computer Aided Dispatch (CAD) system.	2018 GRT Bond: $1,000,000 & County
Constituent Svc	Constituent Relationship Manager (CRM)	30 days after contract awarded	June-20	100,000.00	$ -	$ 100,000.00		Project being performed inhouse	2018 GRT Bond: $100,000
	TOTAL			19,895,879.57	13,395,463.54	6,500,410.03			

Facilities	Skkkki Park	January-21	January-22	595,000.00	$ 345,000	$ 250,000.00	Project Phase Issue. Project cannot be utilized as ARC Project.		2013, 2014 GO Bonds & CIP reallocation
Engineering	Tierra Contenta Trail	August-20	June-22	462,775.00	$ 462,775	$ -		$426,496 funded from CIP/14 GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,028,225.00	$ 1,028,225	$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street.	2013, 2014 GO Bonds & CIP reallocation
	TOTAL			2,086,520.00	1,836,520.00	250,000.00			

Facilities	GCCC Mechanical Mezzanine Room	February-20	December-20	865,000.00	$ 865,000	$ -		Renovation project is underway with designs. Innovations is addressing the associated engineering	GCCC CIP budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	$ 1,500,000	$ -		Funding is through Parking's CIP Financing Fund & NMFA Loan	Parking CIP funds & NMFA loan
Engineering	Arroyo Chamiso Crossing Study	May-19	July-20	275,000.00	$ 275,000	$ -		Planning work only. Public Meeting 3/2020	City Road Impact Fee
Engineering	Camino Encanto Roundabout	December-19	November-20	2,141,000.00	$ 2,141,000	$ -		$141,000 for design has already been issued. The remaining $900,000 is for construction. Funded through Traffic Mitigation funds	Traffic Impact Fee
	TOTAL			3,781,000.00	3,781,000.00				

Engineering	Acequia Trail	June-21	April-22	$22,000.00	$ 422,000	$		$800,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	$856,000.00	$ 1,856,000	$		Grant award $361,000- Design & ROW- $1,994,000 Construction. No City match	NMDOT Grant
Engineering	Agua Fria/S. Meadows	September-18	September-21	$48,467.00	$ 548,467	$		Grant award for $500,000 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation
Engineering	El Nuevo Cultural	March-19	December-20	$60,000.00	$ 160,000	$		$160,000 DFA appropriation for roof repairs to El Nuevo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	$50,000.00	$ 150,000	$		$148,500 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-12	August-22	$ 117,200.00	$ 117,200	$		$117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk- Light Improvements	March-20	TBD- Underway on scope	$28,000.00	$ 228,000	$		$228,000 in DFA Appropriation for lighting	NM DFA Appropriation
Engineering	Kitchen Angels	March-19	March-21	$16,117.00	$ 166,117	$		$116,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del Rancho	December-19	April-22	$5,000.00	$ 90,000	$		$85,000 DFA appropriation for sewer repairs and minor interior repairs	NM DFA Appropriation
Engineering	Candelaria/Buckaroo Intersection	September-19	January-20	$50,000.00	$ 150,000	$		$100,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	$50,000.00	$ 250,000	$		$257,400 grant from NMEDD for internet & IT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	$ 3,198,071.00	$ 3,198,071	$			US DOT funding/20% Transit match required
Transit	Bus Shelter/Stop Upgrades	January-20	December-22	$86,480.00	$ 606,480	$		The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment	US DOT funding/ 20% transit match
Transit	Downtown Transit Center	November-21	Jun-21	2,400,862.00	$ 2,400,862	$		$2,140,934 funded by US DOT	US DOT funding/85% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	14,051,462.00	$ 14,051,462	$		$825,000 in DFA Appropriations, renewable grade energy and efficiency phase additional solar complex (est.)	SNM DFA Appropriation
Facilities	MRC Soccer Valley	February-20	October-21	1,250,000.00	$ 1,500,000	$	(250,000.00)	$500,000 by Month tax GOB bond funds, $250k City CIP bond bond funds, $250K County Match and $250k DFA Appropriations per Project Manager the budgeted amount of $1,250,000 is only for the design and development and the total soccer valley improvement will be $4M	City, County and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Window	November-19	August-20	107,607.00	$ 107,607	$		$117,000 DFA Appropriation for installation of bullet proof windows at Muni Court. project near completion, awaiting delivery on bullet proof window	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-19	February-21	493,607.00	$ 493,607	$		$750,000 DFA Appropriation & SFR 3&5 Budget "15" project underway with phase II construction review by historic preservation	NM DFA Appropriation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	$ 6,100,000	$		$3.1M DFA Appropriation, $3M City (assets) bonded	NM DFA Appropriation
Airport	Airport Terminal and Parking Lot Expansion	August-19	September-21	11,500,000.00	$ 11,500,000	$		Total Appropriations $8,755,000 $8,910,000 ($955,000)	3 NM DFA Appropriations
Airport	Runway 16-34 Mill and Overlay	May-19	November-21	1,217,500.00	$ 1,217,500	$		Grant award for $1,250,000	NMDOT/AD Grant
Airport	Runway 30 RSA	October-19	April-20	729,896.00	$ 729,896	$		$1,864,183 was funded from the GRT Premium funds	GRT Premium funds
Airport	Taxiway D Phase II	January-19	September-20	2,469,936.00	$ 2,469,936	$		$2,327,960 USDOT & $70,788 NMDOT	NMDOT/AD Grant & NMDOT
	TOTAL			$4,924,635.00	$5,174,635.00	($50,000.00)			

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REFERENCE
3209980	572960	WIP Design	1/7/2020	008182	22001303	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008182	22001303	LIQ/INV
3209980	572960	WIP Design	9/17/2019	008182	22001303	PO ENT/PRF
3209980	572960	WIP Design	4/20/2020	008273	22001590	PO MAINT
3209980	572960	WIP Design	3/3/2020	008273	22001590	LIQ/INV
3209980	572960	WIP Design	12/12/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	11/21/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/2/2019	008273	22001590	PO ENT/PRF
3209980	572960	WIP Design	1/27/2020	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	11/19/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/2/2019	003097	22001611	PO ENT/PRF
3209980	572960	WIP Design	12/12/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/3/2019	005730	22001615	PO ENT/PRF
3209980	572960	WIP Design	3/16/2020	003069	22001675	PO MAINT
3209980	572960	WIP Design	10/4/2019	003069	22001675	PO ENT/PRF
3209980	572960	WIP Design	10/10/2019	007567	22001788	PO ENT/PRF
3209980	572960	WIP Design	11/12/2019	008273	22002247	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	007856	22002449	LIQ/INV
3209980	572960	WIP Design	11/20/2019	007856	22002449	PO ENT/PRF
3209980	572960	WIP Design	2/6/2020	001834	22003428	PO ENT/PRF
3209980	572960	WIP Design	3/12/2020	001005	22003621	LIQ/INV
3209980	572960	WIP Design	2/20/2020	001005	22003621	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	008249	22003643	LIQ/INV
3209980	572960	WIP Design	3/13/2020	008249	22003643	PO MAINT
3209980	572960	WIP Design	3/3/2020	008249	22003643	PO MAINT

3209980	572960	WIP Design	2/21/2020 008249	22003643	PO ENT/PRF
3209980	572960	WIP Design	2/24/2020 008279	22003644	LIQ/INV
3209980	572960	WIP Design	2/21/2020 008279	22003644	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001322	22003803	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001954	22003865	PO ENT/PRF
3209980	572960	WIP Design	4/3/2020 003553	22003973	LIQ/INV
3209980	572960	WIP Design	3/10/2020 003553	22003973	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF

FS#2 Design PO 22001611
Conceptual design to building & parking lot at MEG PO 22001615
Solarization of City Facilities PO 22001675
Snow melt system for dock area - MEG PO 22001788
City Hall - Depart reorg, Re-arrange departments and Haz Mat Report PO 22002247
Ft. Marcy Equipment Room PO 22002449
DFA Grant - design behavior & substance abuse facility PO 22003428
LU office reconstruction PO 22003803
LU Maint/reconstruction of new office PO 22003865
Sal P Structural Envelope Rehab PO 22003973
Southside Teen Center PO 22004527

AMOUNT	VDR NAME/ITEM DESC
-14,457.61	EARTH CARE INTERNATIONAL
-7,228.81	EARTH CARE INTERNATIONAL
21,686.42	EARTH CARE INTERNATIONAL
-0.99	SPEARS HORN ARCHITECTS
-201.51	SPEARS HORN ARCHITECTS
-1,112.42	SPEARS HORN ARCHITECTS
-9,715.89	SPEARS HORN ARCHITECTS
-10,624.16	SPEARS HORN ARCHITECTS
21,654.97	SPEARS HORN ARCHITECTS
-5,818.26	ATKIN OLSHIN SCHADE ARCHITECTS
-30,969.57	ATKIN OLSHIN SCHADE ARCHITECTS
-8,223.87	ATKIN OLSHIN SCHADE ARCHITECTS
-35,287.93	ATKIN OLSHIN SCHADE ARCHITECTS
-6,633.12	ATKIN OLSHIN SCHADE ARCHITECTS
-33,100.12	ATKIN OLSHIN SCHADE ARCHITECTS
-4,876.96	ATKIN OLSHIN SCHADE ARCHITECTS
-91,931.48	ATKIN OLSHIN SCHADE ARCHITECTS
383,752.89	ATKIN OLSHIN SCHADE ARCHITECTS
-447.30	MIFSUD ASSOCIATES ARCHITECTS LLC
-520.50	MIFSUD ASSOCIATES ARCHITECTS LLC
-650.63	MIFSUD ASSOCIATES ARCHITECTS LLC
-780.75	MIFSUD ASSOCIATES ARCHITECTS LLC
17,000.00	MIFSUD ASSOCIATES ARCHITECTS LLC
183,981.75	YEAROUT SERVICE LLC
113,480.00	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
-12,234.84	B&D INDUSTRIES INC
13,594.27	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
-54.00	STATE OF NEW MEXICO REGULATION &
54.00	STATE OF NEW MEXICO REGULATION &
-650.63	EONS DE SANTA FE, LLC
600.00	EONS DE SANTA FE, LLC
-549.37	EONS DE SANTA FE, LLC

600.00	EONS DE SANTA FE, LLC
-988.95	PNM
988.95	PNM
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
-22,695.35	COOPERATIVE EDUCATIONAL SERVICES
38,896.12	COOPERATIVE EDUCATIONAL SERVICES
448,630.72	WILSON AND COMPANY INC (ALQ)
37,853.22	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
166,911.58	ATKIN OLSHIN SCHADE ARCHITECTS
14,600.82	MIFSUD ASSOCIATES ARCHITECTS LLC
297,461.75	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
1,359.43	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
16,200.77	COOPERATIVE EDUCATIONAL SERVICES
486,483.94	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
0.00	

COMMENTS

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

Professional srvcs complet2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PROFES

ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHIT SRVCS PRJCT # 181402020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PROFES

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

Increase PO per contract a2020
ENERGY COLLECTING EQUIPMENT AN

ENGINEERING SERVICES, PROFESSI

ARCHITECTURAL SERVICES, PROFES

ENGINEERING AND ARCHITECTU2020
ENGINEERING AND ARCHITECTURAL

Christus St. Vincent Project

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

ENGINEERING SERVICES, PROF2020
correct PO 2020
increase to include NMGRT 2020

ENGINEERING SERVICES, PROFESSI

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

BUILDING CONSTRUCTION SERVICES

BUILDING CONSTRUCTION SERVICES

ENGINEERING SERVICES, PROF2020
ENGINEERING SERVICES, PROF CES

On-Call - Southside Teen Cente
On-Call - Southside Teen Cente

ARCHITECTURAL SERVICES, PROFES
CONSULTING SERVICES
ENERGY COLLECTING EQUIPMENT AN
ENGINEERING SERVICES, PROFESSI
ARCHITECTURAL SERVICES, PROFES
ENGINEERING AND ARCHITECTURAL
Christus St. Vincent Project
BUILDING CONSTRUCTION SERVICES
BUILDING CONSTRUCTION SERVICES
ENGINEERING SERVICES, PROF2020

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REF3	REFERENCE
3209980	572970	WIP Construction	4/21/2020	001448	22000872	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001448	22000872		PO ENT/PRF
3209980	572970	WIP Construction	4/21/2020	001265	22000992	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001265	22000992		PO ENT/PRF
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	9/4/2019	001349	22001015		PO ENT/PRF
3209980	572970	WIP Construction	10/21/2019	001954	22001016	CAN 1	PO MAINT
3209980	572970	WIP Construction	9/4/2019	001954	22001016		PO ENT/PRF
3209980	572970	WIP Construction	1/28/2020	008212	22001099	11294	LIQ/INV
3209980	572970	WIP Construction	1/3/2020	008212	22001099	9469	LIQ/INV
3209980	572970	WIP Construction	12/12/2019	008212	22001099	8440	LIQ/INV
3209980	572970	WIP Construction	10/30/2019	008212	22001099	5901	LIQ/INV
3209980	572970	WIP Construction	9/6/2019	008212	22001099		PO ENT/PRF
3209980	572970	WIP Construction	4/15/2020	003553	22001249	16730	LIQ/INV
3209980	572970	WIP Construction	2/26/2020	003553	22001249	13645	LIQ/INV
3209980	572970	WIP Construction	1/17/2020	003553	22001249	10889	LIQ/INV
3209980	572970	WIP Construction	12/27/2019	003553	22001249	9241	LIQ/INV
3209980	572970	WIP Construction	12/19/2019	003553	22001249	8877	LIQ/INV
3209980	572970	WIP Construction	10/11/2019	003553	22001249	4551	LIQ/INV
3209980	572970	WIP Construction	9/26/2019	003553	22001249	3700	LIQ/INV
3209980	572970	WIP Construction	9/13/2019	003553	22001249		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	006681	22001388	CAN 1	PO MAINT
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3895	LIQ/INV
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3898	LIQ/INV
3209980	572970	WIP Construction	9/20/2019	006681	22001388		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	001954	22001958	CAN 1	PO MAINT
3209980	572970	WIP Construction	11/25/2019	001954	22001958	7488	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6745	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6746	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6748	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6749	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6752	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6747	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6750	LIQ/INV
3209980	572970	WIP Construction	10/22/2019	001954	22001958		PO ENT/PRF
3209980	572970	WIP Construction	12/19/2019	005996	22002855		PO ENT/PRF

3209980	572970	WIP Construction	3/12/2020	008046	22003996	PO ENT/PRF
3209980	572970	WIP Construction	3/13/2020	007926	22004041	PO ENT/PRF

Sal P Pool	PO 22001099
Sal P Struc	PO 22001249
muni cour	PO 22002855
LU-Misc El	PO 22003996
LU - tile an	PO 22004041

AMOUNT	VDR NAME/ITEM DESC	COMMENTS
-64.13	NEW MEXICAN	fees paid with PCARD 2020
64.13	NEW MEXICAN	COMMUNICATIONS AND MEDIA RELAT
-70.21	ALBUQUERQUE PUBLISHING COMPANY	paid fees with PCARD 2020
70.21	ALBUQUERQUE PUBLISHING COMPANY	COMMUNICATIONS AND MEDIA RELAT
-148.12	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
-3.10	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
151.22	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PINS,
-1,874.90	HOME DEPOT CREDIT SERVICE	quantity not amount 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
-1,270.89	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-843.64	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-422.91	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-1,131.00	GEO-TEST, INC.	Job No. 2-91012 Salvador P2020
4,901.38	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
-13,935.12	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-18,489.94	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-36,243.79	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-13,713.11	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-15,609.35	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-27,386.06	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-4,175.74	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
141,500.00	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
-74.08	FACILITYBUILD INC	project complete and paid 2020
-2,352.30	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
-5,020.62	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
7,447.00	FACILITYBUILD INC	BUILDING MAINTENANCE, INSTALLA
-4.07	HOME DEPOT CREDIT SERVICE	Invoices paid; ok to close2020
-204.68	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-43.88	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-87.85	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-86.93	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-184.36	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-863.23	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-330.42	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-69.48	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES

4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

1,232.94	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
11,946.89	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES
4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

Signature: Carolynn Roibal

Email: clroibal@ci.santa-fe.nm.us

Signature:

Email: mtmccoy@santafenm.gov

Division	Org	Org Title	Object	Object Title	Dpt Request	Justification	Expected Life Span (Years)
Streets	1000471	Streets & Drainage Maint	530200	Operating Supplies	$40,000	Asphalt and Concrete	3-5 years
Streets	1000471	Streets & Drainage Admin	571000	Vehicles > 1.5	$340,000	dump truck, 2 support vehicles, including snow plow and dump body	15 years
Streets	1000471	Streets & Drainage Admin	570500	Equipment & Machinery	$50,000	asphalt trailer	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$5,000	large flat bed trailer for hauling equipment	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$35,000	wheel lift	15 years
Facilities	3650432	Custodial Van	5709050	Vehicles <1.5	$30,000	Replacement of Van recommended by Fleet	15 Years
Facilities	1000435	Maintenance Truck	5709050	Vehicles <1.5	$45,000	Replacement of Truck recommended by Fleet	
Facilities	3650432	Roof & Clerestory Replacement	520100	Rep and Maint Building/Stru	$1,628,000	Ft. Marcy Roof & Clerestory Replacement, City Hall Roof Coating, and other roofs, needed because current roofs and clerestories are beyond their useful life	20 Years
Facilities	1000435	Fire System Inspection & Repair Citywide	520100	Rep and Maint Building/Stru	$300,000	Contract to survey City's fire protection systems, develop ugrade design, and construct upgrades.	20 Years
Facilities	1000435	La Familia Maintenance	520100	Rep and Maint Building/Stru	$50,000	Facility upgrades at La Familia Medical Center	5 Years
Facilities	3650432	Citywide HVAC Repairs	520400	Rep & Maint Machince/Equi	$150,000	GCCC Domestic Hot Water Heater, Southside Library Boilers, and HVAC upgrades.	
Facilities	3650432	Ft. Marcy Mechanical Room Electric Repair	520100	Rep and Maint Building/Stru	$100,000	Ft. Marcy Mechanical Room Electric Repair and related work needed because equipment is unsafe	20 Years
Facilities	1000435	GCCC Mezzanine	520100	Rep and Maint Building/Stru	$700,000	GCCC Mezzanine ugrades.	20 Years
Facilities	3650432	Siler Sewer Line	520400	Rep & Maint Machince/Equi	$80,000	Upgrade and replace Siler Sewer Line.	20 Years
Facilities	3650432	Miscellaneous Capital Improvements	520100	Rep and Maint Building/Stru	$100,000	Miscellaneous Capital Improvements	20 Years
Fire		Public Safety Radio	572970	WIP Construction	$200,000	Additional funding needed to purchase radios	5 years
Engineering	1000412	Paint/Sign Operations/Maintenance	530200	Operating Supplies	$200,000	Pavement marking tape and roadway sign material to be installed by City staff.	5 Years
Engineering	1000412	Paint/Sign Operations/Maintenance	572500	Remodeling & Replacement	$200,000	Installation of pavement marking and roadway signs.	5 Years
Engineering	1000415	Signals Operations/Maintenance	530200	Operating Supplies	$450,000	Signal equipement replacement and upgrades.	25 Years
Engineering	1000415	Signals Operations/Maintenance	571000	Vehicles >1.5	$405,000	Replacement of 2 bucket trucks and 1 pickup truck as recommended by Fleet.	15 Years
Engineering	1000416	Traffic Engineering	520150	Rep and Maint System Equip	$100,000	Street light repair and replacement.	20 Years
Engineering		Harrison Road Sidewalk and lighting	571700	Improvements other than bl	$172,000	plan, design ROW acquisition and construct lighting and sidewalk improvements along Harrison Road from Cerrillos Rd to Agua Fria Rd	20 Years
Parking	5350453	Parking/Collections	570500	Inventory Exempt Equipmen	$30,000	License Plate Recognition Equip/Software	10 years min.
Parking	5350454	Parking/Parking Collections	570500	Equipment & Machinery	$195,000	Current mechanical locks are worn out. New locks are needed to ensure that coins are collected.	12 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$68,000	Refurbish Sandoval Elevator	10 - 15 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$102,000	Refurbish (2) SFCCC Elevators	10 - 15 years
Parking	5350456	Parking/Maintenance	570950	Vehicles <1.5	$75,000	Replacement of Flat bed truck as recommended by fleet. Flat bed truck is required to spread snow melt and distribute barricades etc. for traffic control	15 years
Parks	1004150	Parks/Trails & Open space	571000	Vehicles > 1.5	$35,500	(1) support vehicles to replace non-functioning red-tagged city units & necessary to transport staff & equipment safely (8) needed but requesting (1) x $35,500 = $35,500	15 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$35,500	Toro Rake-O-Vac needed to replace on-working obsolete Toro Rake-O-Vac. to pick up grass clippings & debris in parks after mowing; not having this machinery causes in adequate penetratoin of water into the turf;	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$115,000	(1) Small Dumptruck with Plow & Spreader; needed to replace old/non operating Unit #632 Ford & #633 Kodiak bobtail 6 yd. dump trucks (need 2 but requesting) ($115,000 ea)	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$245,000	Motor Grader needed to replace 1980 model in parks inventory	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$137,400	Back hoe to replace old John Deere Unit #634 back-hoe in parks inventory	10 years
MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years
				TOTAL	**$6,500,400**		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

e) Request for Approval of the Capital Reallocation Budget Amendment Resolution; (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638), Bradley Fluetsch, Financial Planning & Investments, bjfluetsch@santafenm.gov, 955-6885)

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

Division	Org	Org Title	Object	Object Title	Dpt Request	Justification	Expected Life Span (Years)
Streets	1000471	Streets & Drainage Maint	530200	Operating Supplies	$40,000	Asphalt and Concrete	3-5 years
Streets	1000471	Streets & Drainage Admin	571000	Vehicles > 1.5	$340,000	dump truck, 2 support vehicles, including snow plow and dump body	15 years
Streets	1000471	Streets & Drainage Admin	570500	Equipment & Machinery	$50,000	asphalt trailer	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$5,000	large flat bed trailer for hauling equipment	15 years
Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$35,000	wheel lift	15 years
Facilities	3650432	Custodial Van	5709050	Vehicles <1.5	$30,000	Replacement of Van recommended by Fleet	15 Years
Facilities	1000435	Maintenance Truck	5709050	Vehicles <1.5	$45,000	Replacement of Truck recommended by Fleet	
Facilities	3650432	Roof & Clerestory Replacement	520100	Rep and Maint Building/Stru	$1,403,000	Ft. Marcy Roof & Clerestory Replacement, City Hall Roof Coating, and other roofs, needed because current roofs and clerestories are beyond their useful life	20 Years
Facilities	1000435	Fire System Inspection & Repair Citywide	520100	Rep and Maint Building/Stru	$300,000	Contract to survey City's fire protection systems, develop ugrade design, and construct upgrades.	20 Years
Facilities	1000435	La Familia Maintenance	520100	Rep and Maint Building/Stru	$50,000	Facility upgrades at La Familia Medical Center	5 Years
Facilities	3650432	Citywide HVAC Repairs	520400	Rep & Maint Machince/Equi	$150,000	GCCC Domestic Hot Water Heater, Southside Library Boilers, and HVAC upgrades.	
Facilities	3650432	Ft. Marcy Mechanical Room Electric Repair	520100	Rep and Maint Building/Stru	$100,000	Ft. Marcy Mechanical Room Electric Repair and related work needed because equipment is unsafe	20 Years
Facilities	1000435	GCCC Mezzanine	520100	Rep and Maint Building/Stru	$700,000	GCCC Mezzanine ugrades.	20 Years
Facilities	3650432	Siler Sewer Line	520400	Rep & Maint Machince/Equi	$80,000	Upgrade and replace Siler Sewer Line.	20 Years
Facilities	3650432	Miscellaneous Capital Improvements	520100	Rep and Maint Building/Stru	$100,000	Miscellaneous Capital Improvements	20 Years
Fire		Public Safety Radio	572970	WIP Construction	$200,000	Additional funding needed to purchase radios	5 years
Engineering	1000412	Paint/Sign Operations/Maintenance	530200	Operating Supplies	$200,000	Pavement marking tape and roadway sign material to be installed by City staff.	5 Years
Engineering	1000412	Paint/Sign Operations/Maintenance	572500	Remodeling & Replacement	$200,000	Installation of pavement marking and roadway signs.	5 Years
Engineering	1000415	Signals Operations/Maintenance	530200	Operating Supplies	$450,000	Signal equipement replacement and upgrades.	25 Years
Engineering	1000415	Signals Operations/Maintenance	571000	Vehicles >1.5	$405,000	Replacement of 2 bucket trucks and 1 pickup truck as recommended by Fleet.	15 Years
Engineering	1000416	Traffic Engineering	520150	Rep and Maint System Equip	$100,000	Street light repair and replacement.	20 Years
Engineering		Harrison Road Sidewalk and lighting	571700	Improvements other than bl	$172,000	plan, design ROW acquisition and construct lighting and sidewalk improvements along Harrison Road from Cerrillos Rd to Agua Fria Rd	20 Years
Parking	5350453	Parking/Collections	570500	Inventory Exempt Equipmen	$30,000	License Plate Recognition Equip/Software	10 years min.
Parking	5350454	Parking/Parking Collections	570500	Equipment & Machinery	$195,000	Current mechanical locks are worn out. New locks are needed to ensure that coins are collected.	12 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$68,000	Refurbish Sandoval Elevator	10 - 15 years
Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$102,000	Refurbish (2) SFCCC Elevators	10 - 15 years
Parking	5350456	Parking/Maintenance	570950	Vehicles <1.5	$75,000	Replacement of Flat bed truck as recommended by fleet. Flat bed truck is required to spread snow melt and distribute barricades etc. for traffic control	15 years
Parks	1004150	Parks/Trails & Open space	571000	Vehicles > 1.5	$35,500	(1) support vehicles to replace non-functioning red-tagged city units & necessary to transport staff & equipment safely (8) needed but requesting (1) x $35,500 = $35,500	15 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$35,500	Toro Rake-O-Vac needed to replace on-working obsolete Toro Rake-O-Vac. to pick up grass clippings & debris in parks after mowing; not having this machinery causes in adequate penetratoin of water into the turf;	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$115,000	(1) Small Dumptruck with Plow & Spreader; needed to replace old/non operating Unit #632 Ford & #633 Kodiak bobtail 6 yd. dump trucks (need 2 but requesting) ($115,000 ea)	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$245,000	Motor Grader needed to replace 1980 model in parks inventory	10 years
Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$137,400	Back hoe to replace old John Deere Unit #634 back-hoe in parks inventory	10 years
Transit/MPO			510310	Professional contracts	$225,000	Multimodal transition plan	
MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years
				TOTAL	**$6,500,400**		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/08/2020
ISSUE NO. 9B Request for Approval of the Capital Reallocation Budget Amendment Resolution; (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638), Bradley Fluetsch, Financial Planning & Investments, bjfluetsch@santafenm.gov, 955-6885 **COMMITTEE REVIEW** Finance Committee (Approved) 08/31/2020 Governing Body (Scheduled) 09/09/2020
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 09/09/2020 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		

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 AND COUNCILOR ABEYTA)**

A RESOLUTION ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TR ANSPORTATION ("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 AP PROVAL 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

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.

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 09:53 MDT)

Senior Assistant City Attorney

Approved for Finances:

_____

Mary T. McCoy, Finances

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.

That the design of the Project is in compliance with state law, rule, 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.

That all utilities within the location of the construction Project (check one 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.

That the roadway (s) and intersection (s) shall operate at a minimum level of service of 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).

That traffic data collection, traffic projection, and traffic impact studies of the Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic

Survey and Standards, (Current Edition).

T h 8ntaon g lpea r k i nlgabse epnr o v i d eitnh iPs r o j e c t .

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department Of Transportation Municipal Arterial Program (MAP)

Procurement Ti tle: 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

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 ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: Term End Date: June 30, 2022

Approved by Council ☑ Date: Pending

Contract / Lease:

Amendment # 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:

Purchasing Officer Review: Date:

Comment & Exceptions: N/A

4. Funding Source: 3309980 Project: ST18330AT Org / Object: 3309980.490150

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:

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	7/20/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	ST18330AT	216,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3309980	490150	ST18330AT	-162000	
Arterial Impact Fees	2320471	430950	ST18330AT	-54000	
				0	

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

Acceptance of $162,000 of NMDOT MAP funding for Agua Fria/S. Meadows Intersec

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	54000
330	-54000
TOTAL:	0

7/23/2020
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

John Romero 08-03-20
Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

John Romero 08-03-20
Department Director Signature Date

City Manager *{≤ $60,000}* Date

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8E

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 8/31/2020 Finance Committee

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

d) 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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

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#

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8B

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion on Cost Share Breakdown. Approved Unanimously to forward to 8/31/2020 Finance Committee

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

l) 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

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

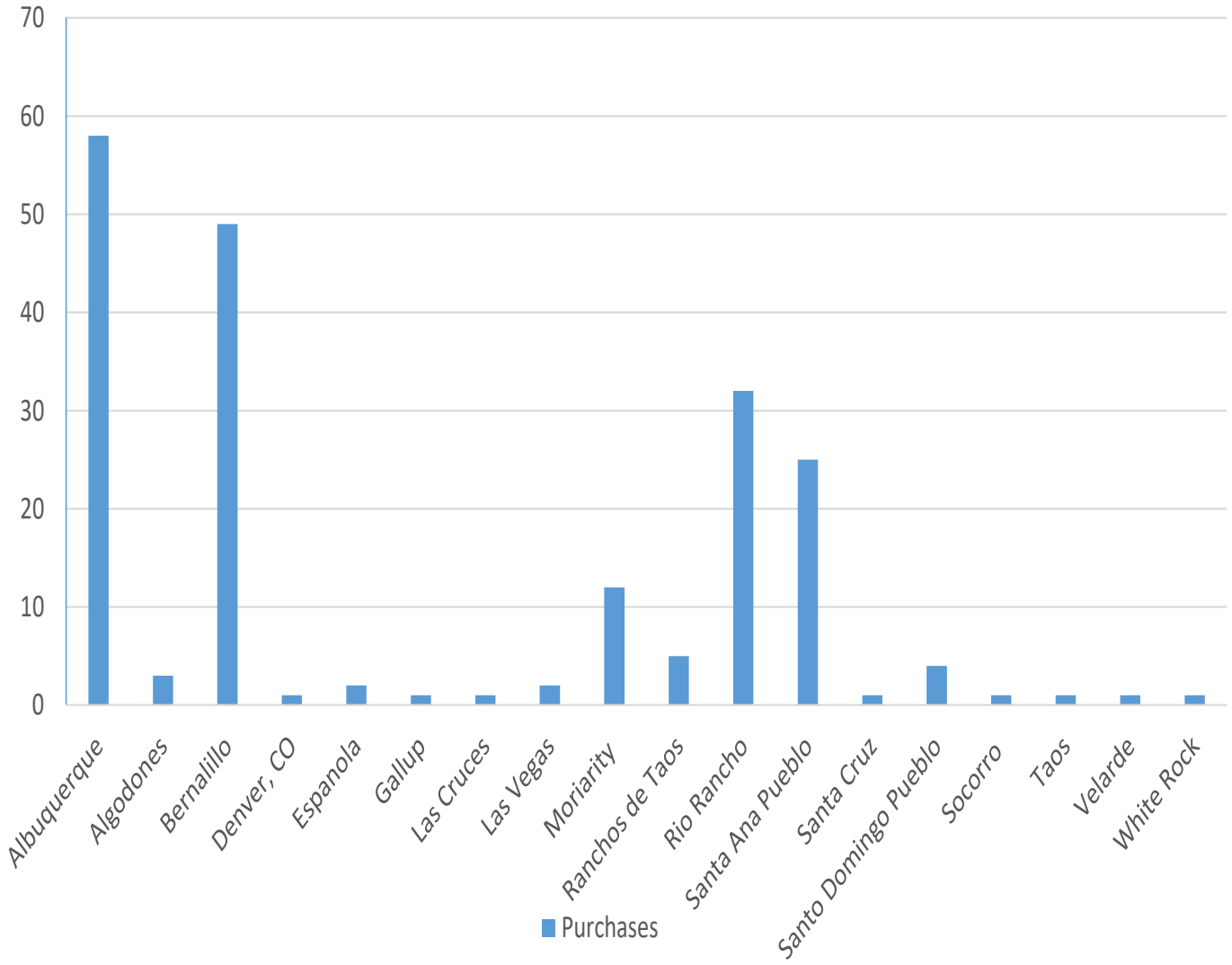
SPECIAL CONDITIONS OR AMENDMENTS- Request by Councilor Romero Wirth for SFPD to provide what percentage of gas has been purchased within the City versus outside of the City for the last fiscal year. Request by Councilor Lindell for SFPD to look into policy requiring staff to fuel within the City Limits.

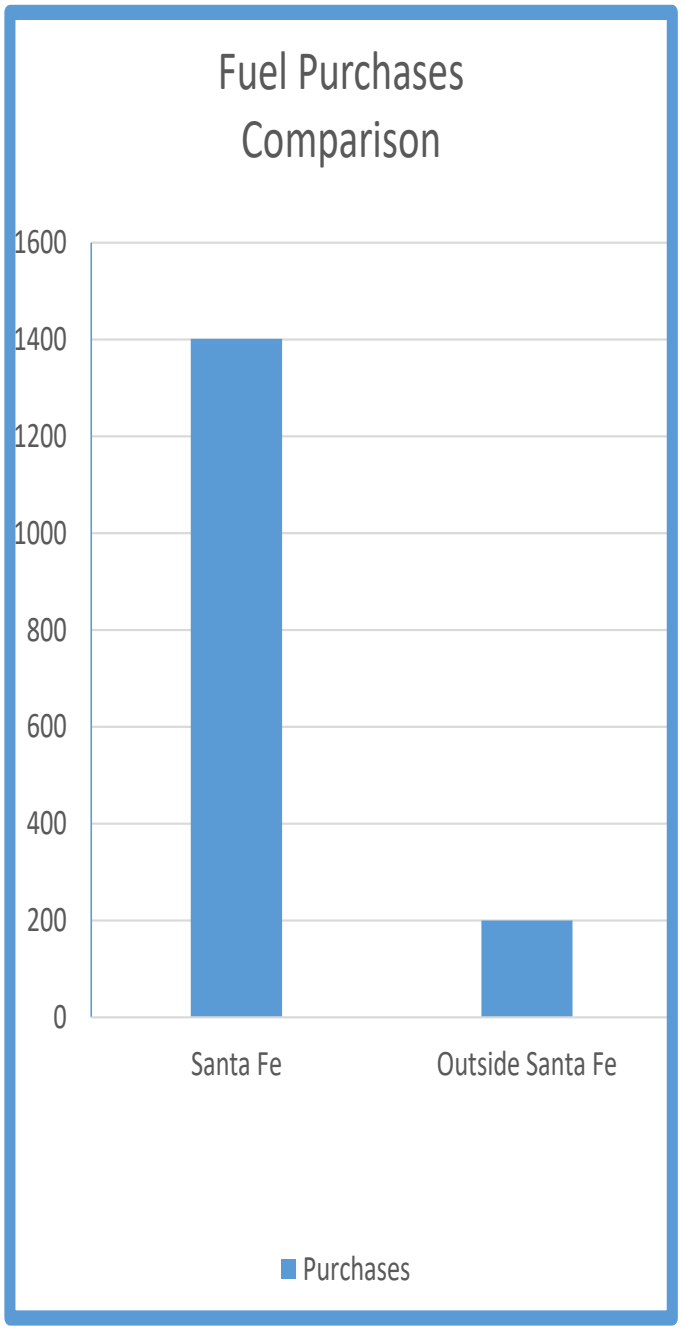
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

SFPD Fuel Purchases

Fiscal Year 2020

July 2019

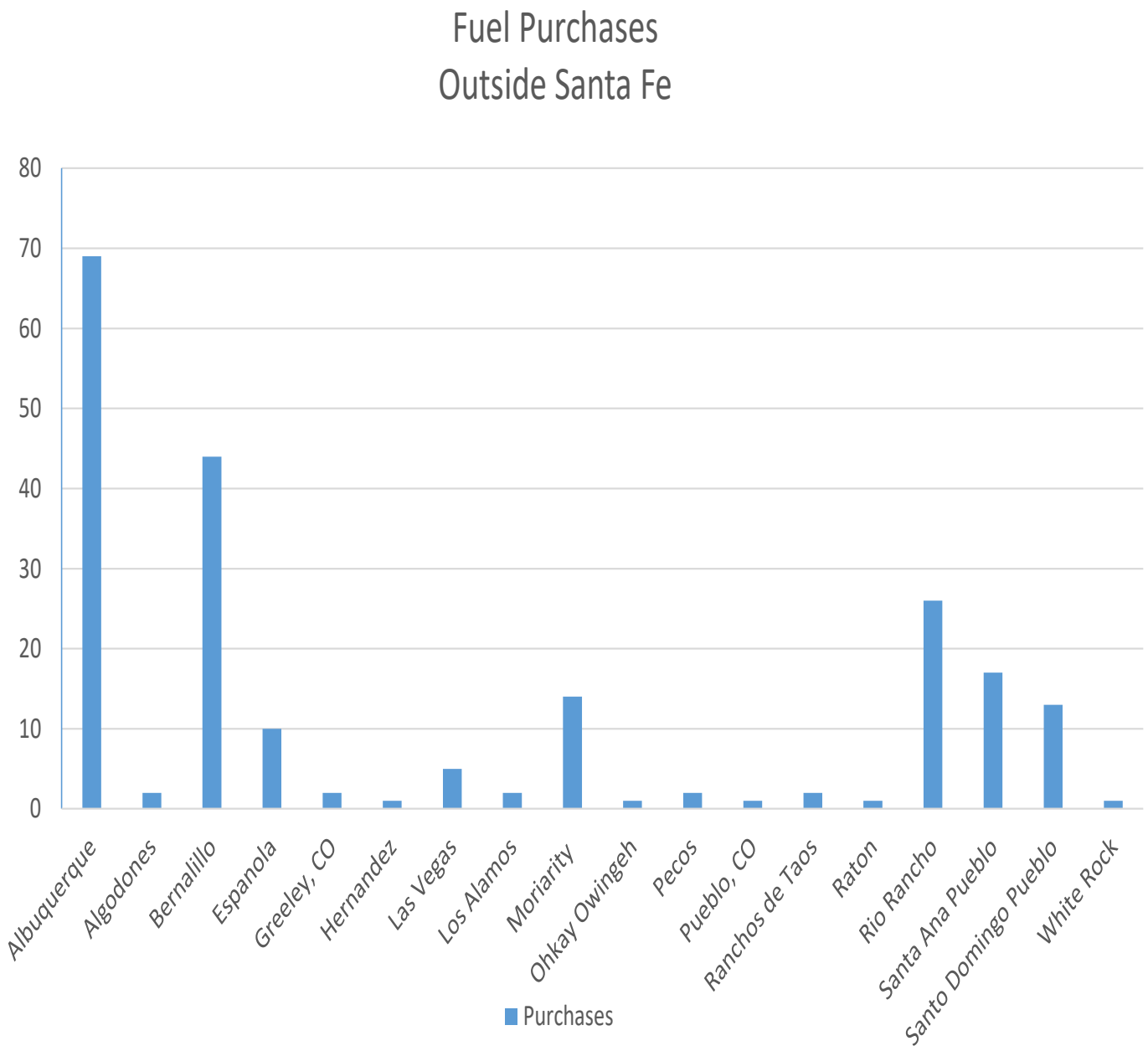

Fuel Purchases
Outside Santa Fe
70
60
50
40
30
20
10
0
Albuquerque
Algodones
Bernalillo
Denver, CO
Espanola
Gallup
Las Cruces
Las Vegas
Moriarity
Ranchos de Taos
Rio Rancho
Santa Ana Pueblo
Santa Cruz
Santo Domingo Pueblo
Socorro
Taos
Velarde
White Rock
Purchases

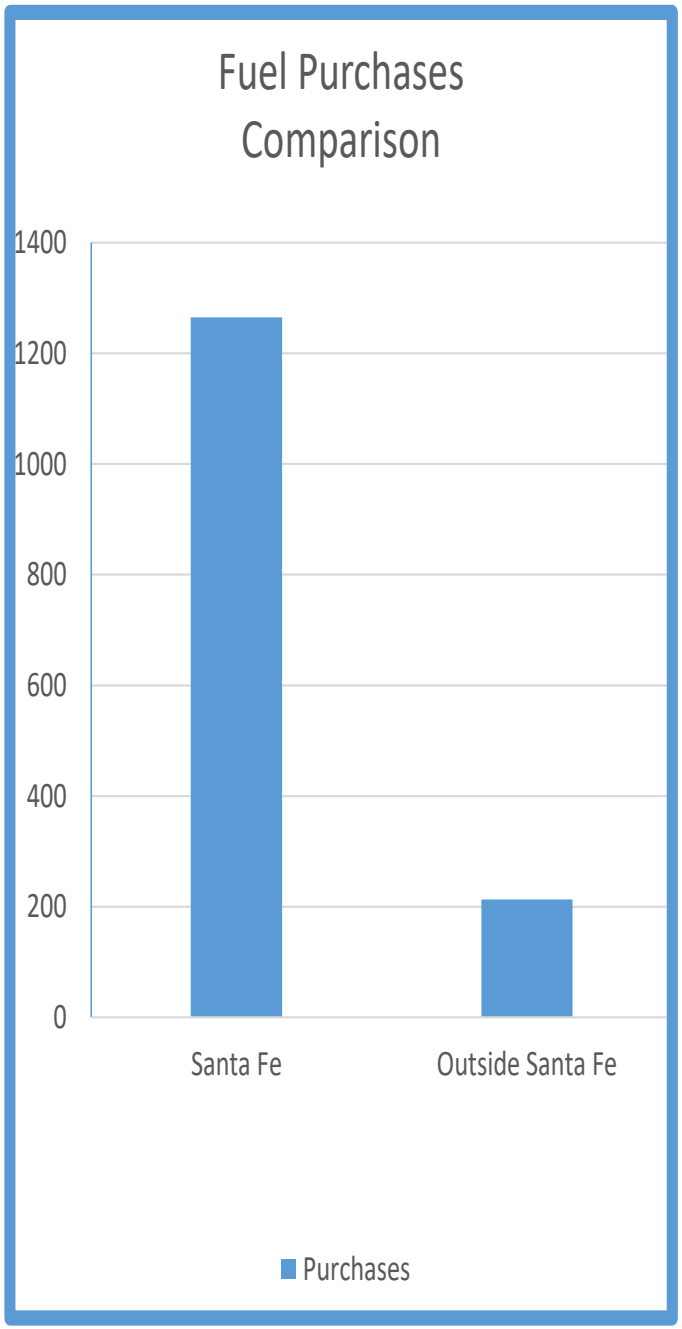

Fuel Purchases
Comparison
1600
1400
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

July 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	58	$ 2.43	$ 1,657.15
Algodones	3	$ 2.46	$ 91.53
Bernalillo	49	$ 2.39	$ 1,559.77
Denver, CO	1	$ 2.68	$ 77.27
Espanola	2	$ 2.55	$ 64.56
Gallup	1	$ 2.55	$ 33.27
Las Cruces	1	$ 2.76	$ 32.51
Las Vegas	2	$ 2.55	$ 70.71
Moriarity	12	$ 2.40	$ 357.23
Ranchos de Taos	5	$ 2.64	$ 163.20
Rio Rancho	32	$ 2.43	$ 898.79
Santa Ana Pueblo	25	$ 2.73	$ 547.64
Santa Cruz	1	$ 2.46	$ 40.00
Santa Fe	1402	$ 2.60	$ 42,652.51
Santo Domingo Pueblo	4	$ 2.46	$ 221.01
Socorro	1	$ 2.32	$ 20.25
Taos	1	$ 2.55	$ 27.57
Velarde	1	$ 2.50	$ 29.60
	Lowest	$ 2.32	
	Highest	$ 2.76	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	**1601**	**$ 2.52**	**$ 48,544.57**

August 2019

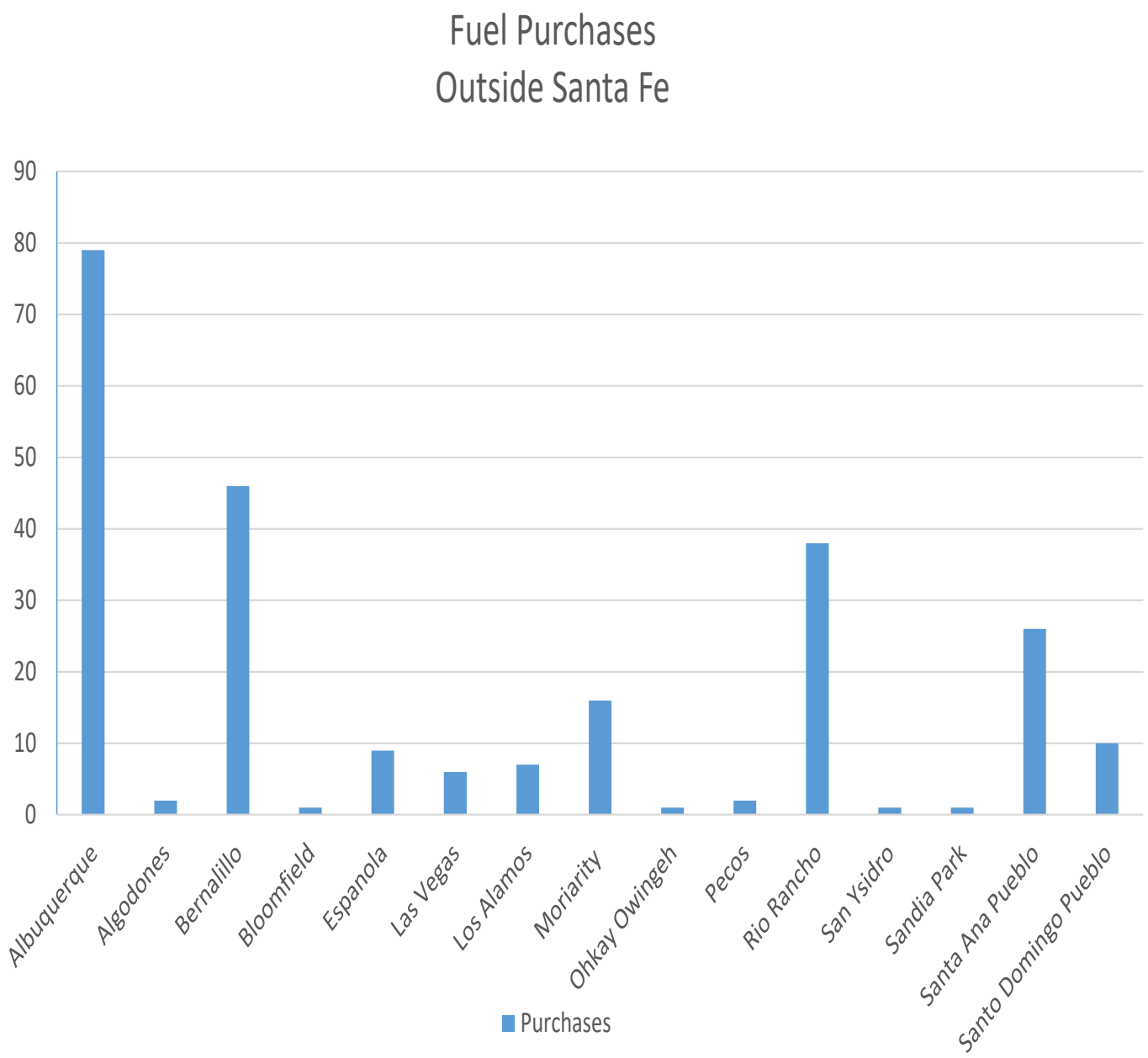

Fuel Purchases
Outside Santa Fe
80
70
60
50
40
30
20
10
0
Albuquerque
Algodones
Bernalillo
Espanola
Greeley, CO
Hernandez
Las Vegas
Los Alamos
Moriarity
Ohkay Owingeh
Pecos
Pueblo, CO
Ranchos de Taos
Raton
Rio Rancho
Santa Ana Pueblo
Santo Domingo Pueblo
White Rock
Purchases

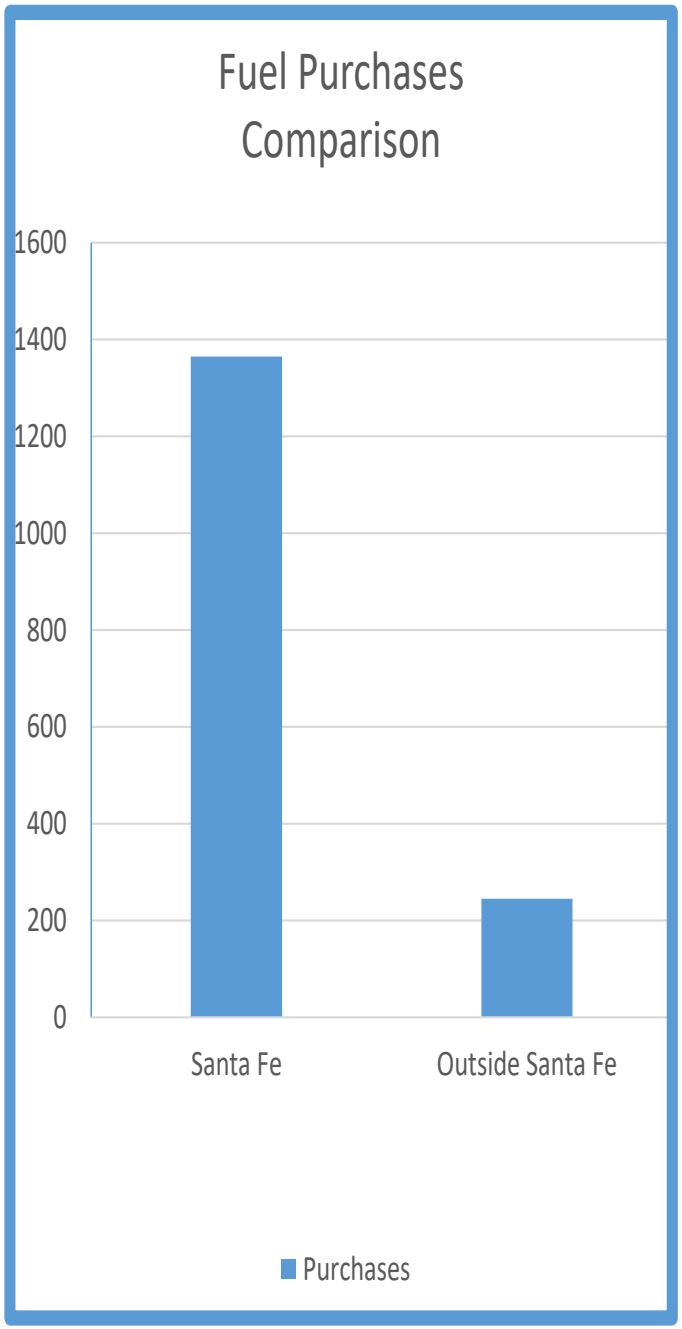

Fuel Purchases
Comparison
1400
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

August 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	69	$ 2.35	$ 1,916.38
Algodones	2	$ 2.41	$ 47.24
Bernalillo	44	$ 2.28	$ 1,328.01
Espanola	10	$ 2.43	$ 189.99
Greeley, CO	2	$ 2.60	$ 94.13
Hernandez	1	$ 2.50	$ 28.74
Las Vegas	5	$ 2.47	$ 182.10
Los Alamos	2	$ 2.58	$ 66.47
Moriarity	14	$ 2.31	$ 364.69
Ohkay Owingeh	1	$ 2.33	$ 36.12
Pecos	2	$ 3.10	$ 129.21
Pueblo, CO	1	$ 2.70	$ 32.32
Ranchos de Taos	2	$ 2.70	$ 49.63
Raton	1	$ 2.80	$ 33.77
Rio Rancho	26	$ 2.35	$ 684.01
Santa Ana Pueblo	17	$ 2.23	$ 447.05
Santa Fe	1265	$ 2.51	$ 35,298.75
Santo Domingo Pueblo	13	$ 2.39	$ 523.08
White Rock	1	$ 2.58	$ 33.68
	Lowest	$ 2.23	
	Highest	$ 3.10	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	**1478**	**$ 2.51**	**$ 41,485.37**

September 2019

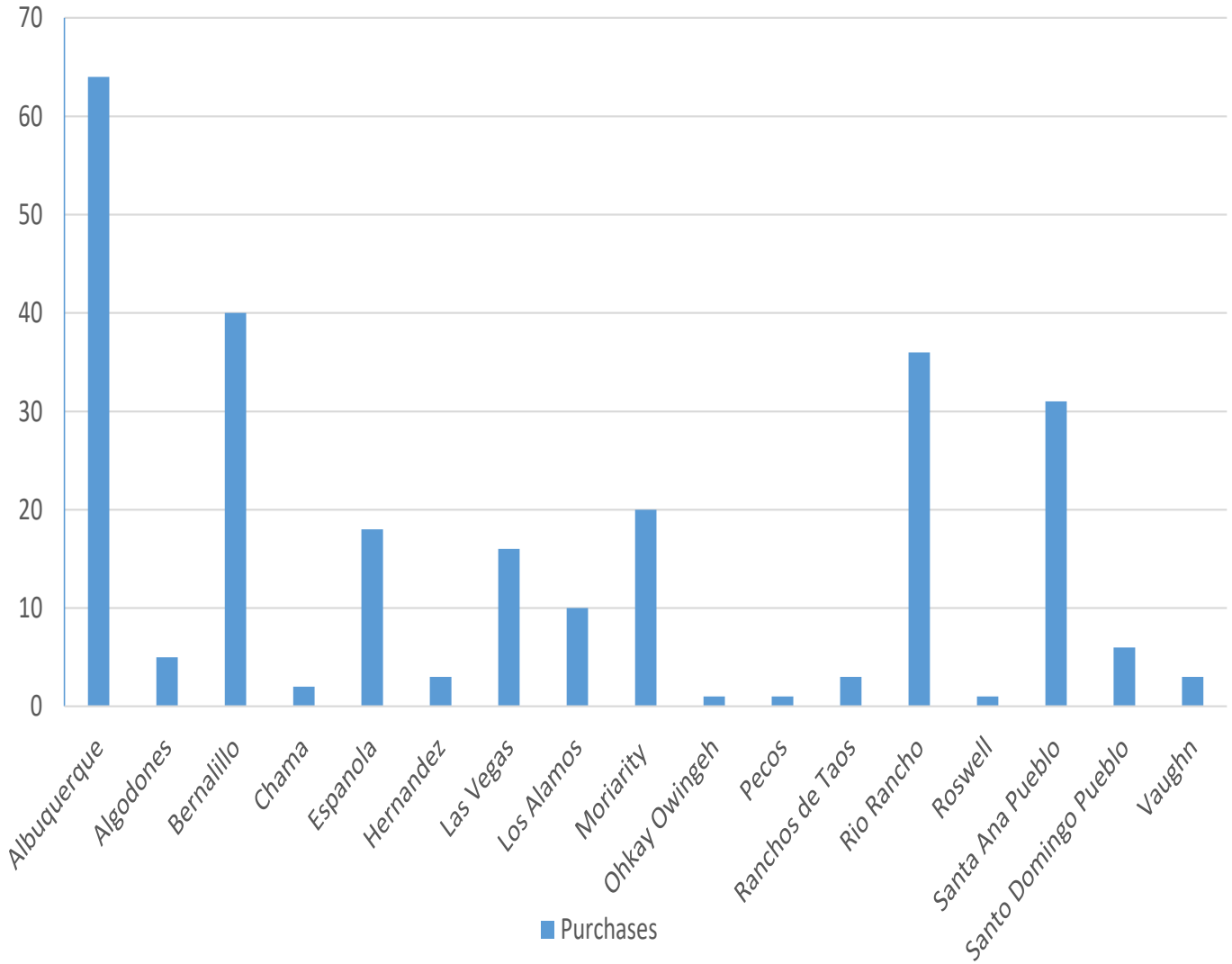


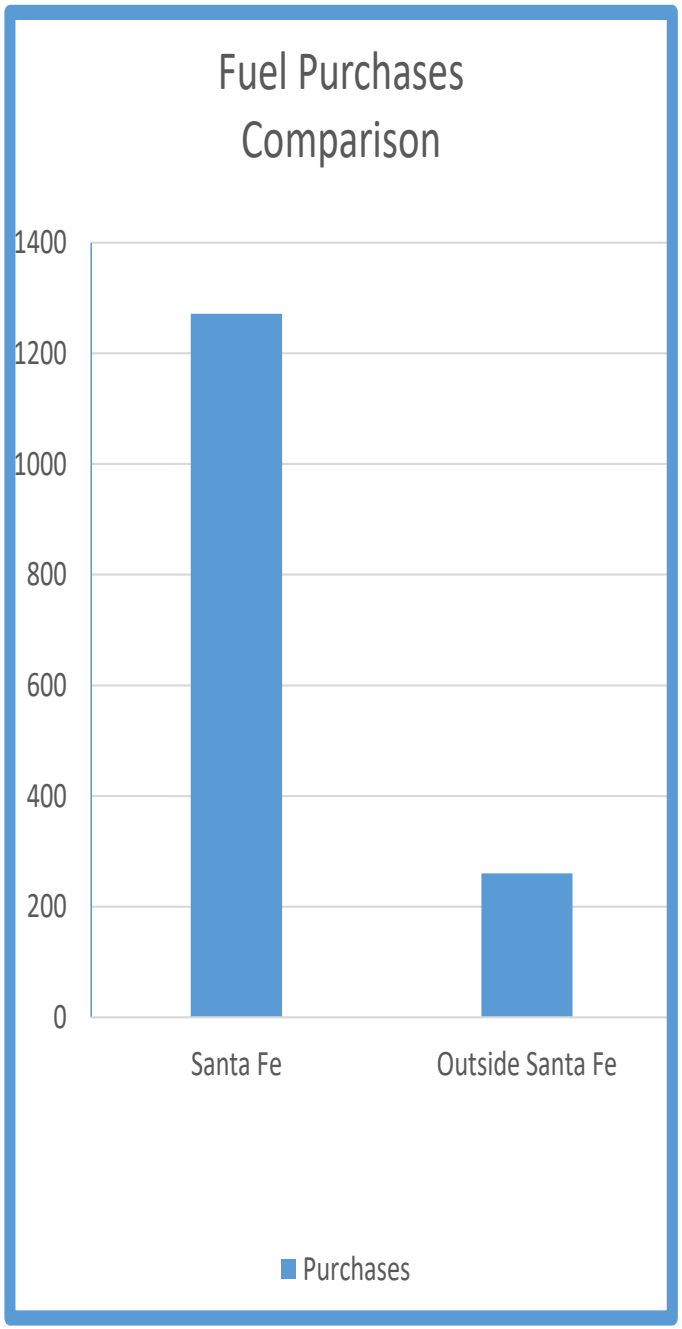


September 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	79	$ 2.55	$ 2,223.36
Algodones	2	$ 2.52	$ 65.65
Bernalillo	46	$ 2.49	$ 1,419.75
Bloomfield	1	$ 2.80	$ 19.08
Espanola	9	$ 2.34	$ 198.57
Las Vegas	6	$ 2.42	$ 189.80
Los Alamos	7	$ 2.51	$ 169.56
Moriarity	16	$ 2.51	$ 435.77
Ohkay Owingeh	1	$ 2.26	$ 25.91
Pecos	2	$ 3.27	$ 81.68
Rio Rancho	38	$ 2.62	$ 842.21
San Ysidro	1	$ 2.76	$ 21.97
Sandia Park	1	$ 2.50	$ 31.47
Santa Ana Pueblo	26	$ 2.48	$ 594.02
Santa Fe	1365	$ 2.48	$ 36,553.64
Santo Domingo Pueblo	10	$ 2.43	$ 344.25
	Lowest	$ 2.26	
	Highest	$ 3.27	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1610	$ 2.56	$ 43,216.69

October 2019

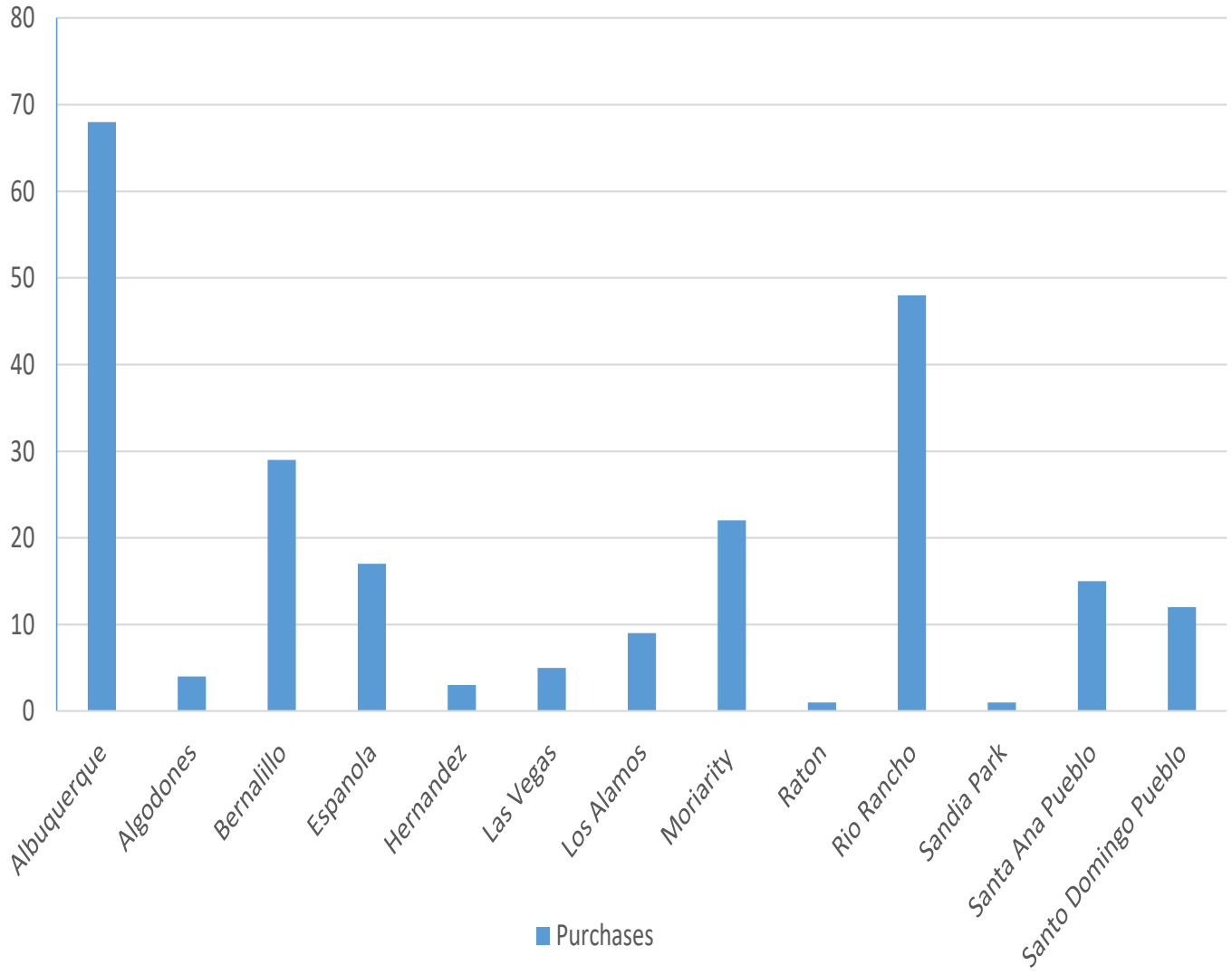


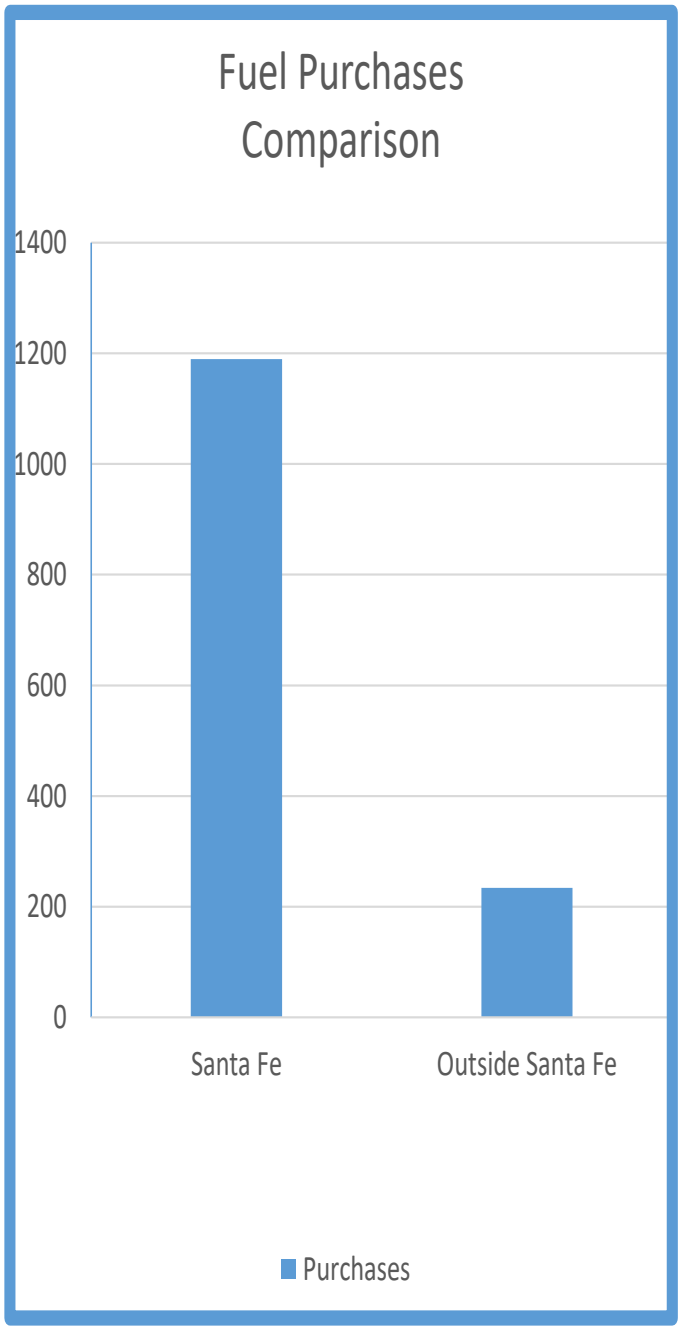


October 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	64	$ 2.53	$ 2,015.95
Algodones	5	$ 2.44	$ 165.26
Bernalillo	40	$ 2.40	$ 1,338.63
Chama	2	$ 2.64	$ 74.55
Espanola	18	$ 2.41	$ 386.13
Hernandez	3	$ 2.57	$ 85.26
Las Vegas	16	$ 2.36	$ 433.12
Los Alamos	10	$ 2.50	$ 243.22
Moriarity	20	$ 2.48	$ 506.71
Ohkay Owingeh	1	$ 2.31	$ 32.34
Pecos	1	$ 2.93	$ 82.16
Ranchos de Taos	3	$ 2.70	$ 139.90
Rio Rancho	36	$ 2.48	$ 933.17
Roswell	1	$ 2.42	$ 13.11
Santa Ana Pueblo	31	$ 2.37	$ 816.50
Santa Fe	1272	$ 2.54	$ 35,314.14
Santo Domingo Pueblo	6	$ 2.42	$ 194.95
Vaughn	3	$ 2.64	$ 63.40
	Lowest	$ 2.31	
	Highest	$ 2.93	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	**1532**	**$ 2.51**	**$ 42,838.50**

November 2019

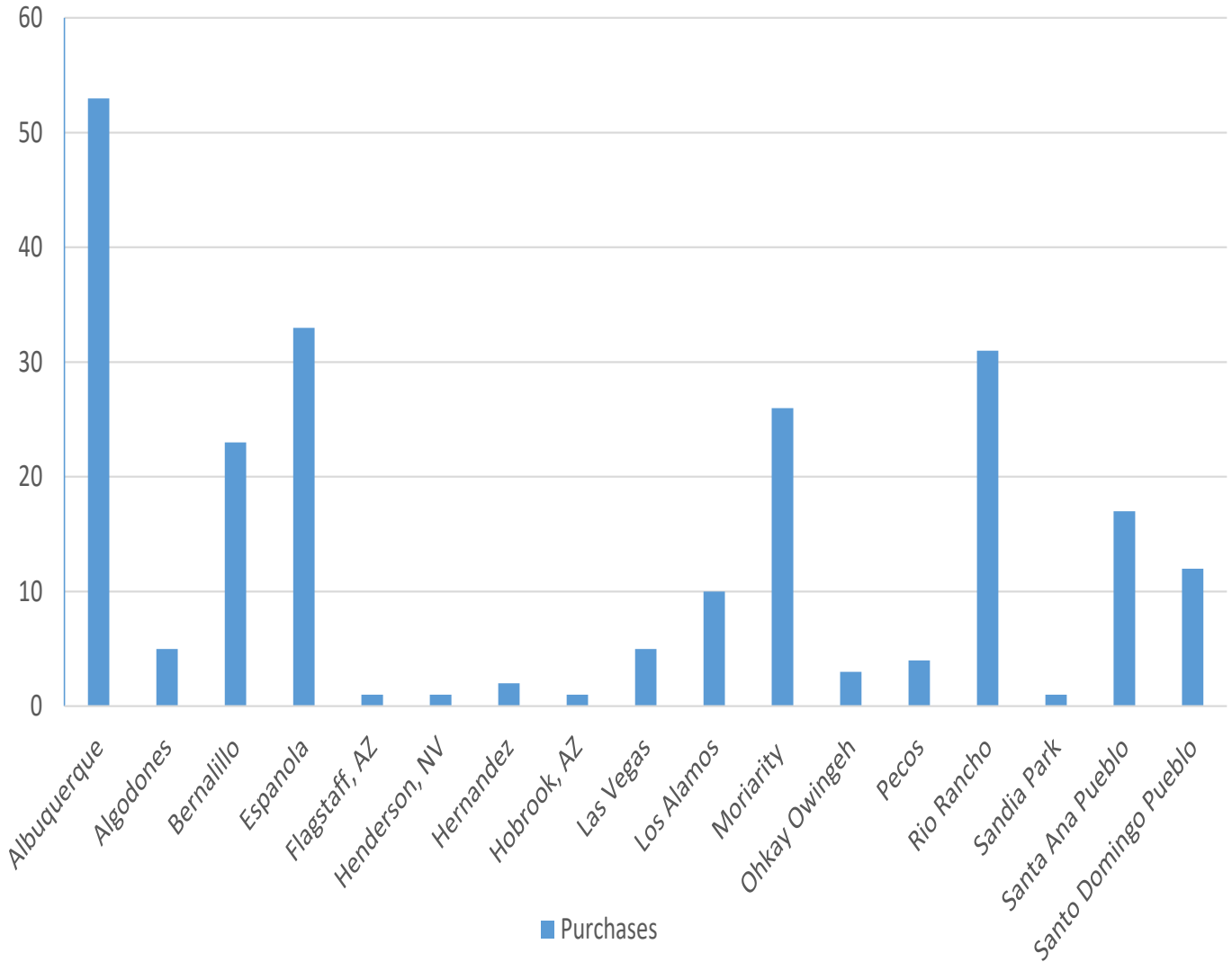


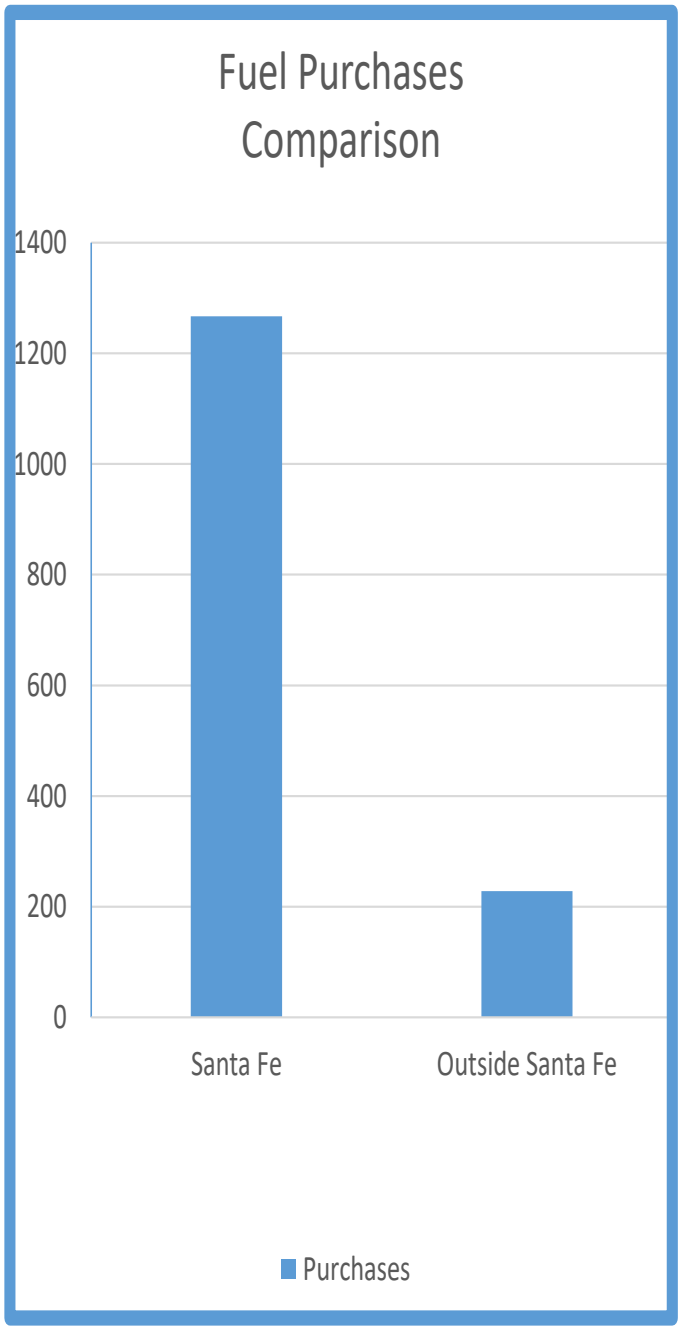


November 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	68	$ 2.46	$ 1,895.89
Algodones	4	$ 2.44	$ 121.69
Bernalillo	29	$ 2.39	$ 969.93
Espanola	17	$ 2.38	$ 307.84
Hernandez	3	$ 2.60	$ 80.09
Las Vegas	5	$ 2.54	$ 161.53
Los Alamos	9	$ 2.51	$ 227.46
Moriarity	22	$ 2.39	$ 512.87
Raton	1	$ 2.80	$ 33.97
Rio Rancho	48	$ 2.47	$ 1,150.37
Sandia Park	1	$ 2.60	$ 46.67
Santa Ana Pueblo	15	$ 2.36	$ 412.56
Santa Fe	1190	$ 2.52	$ 33,184.87
Santo Domingo Pueblo	12	$ 2.36	$ 460.69
	Lowest	$ 2.36	
	Highest	$ 2.80	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1424	$ 2.49	$ 39,566.43

December 2019

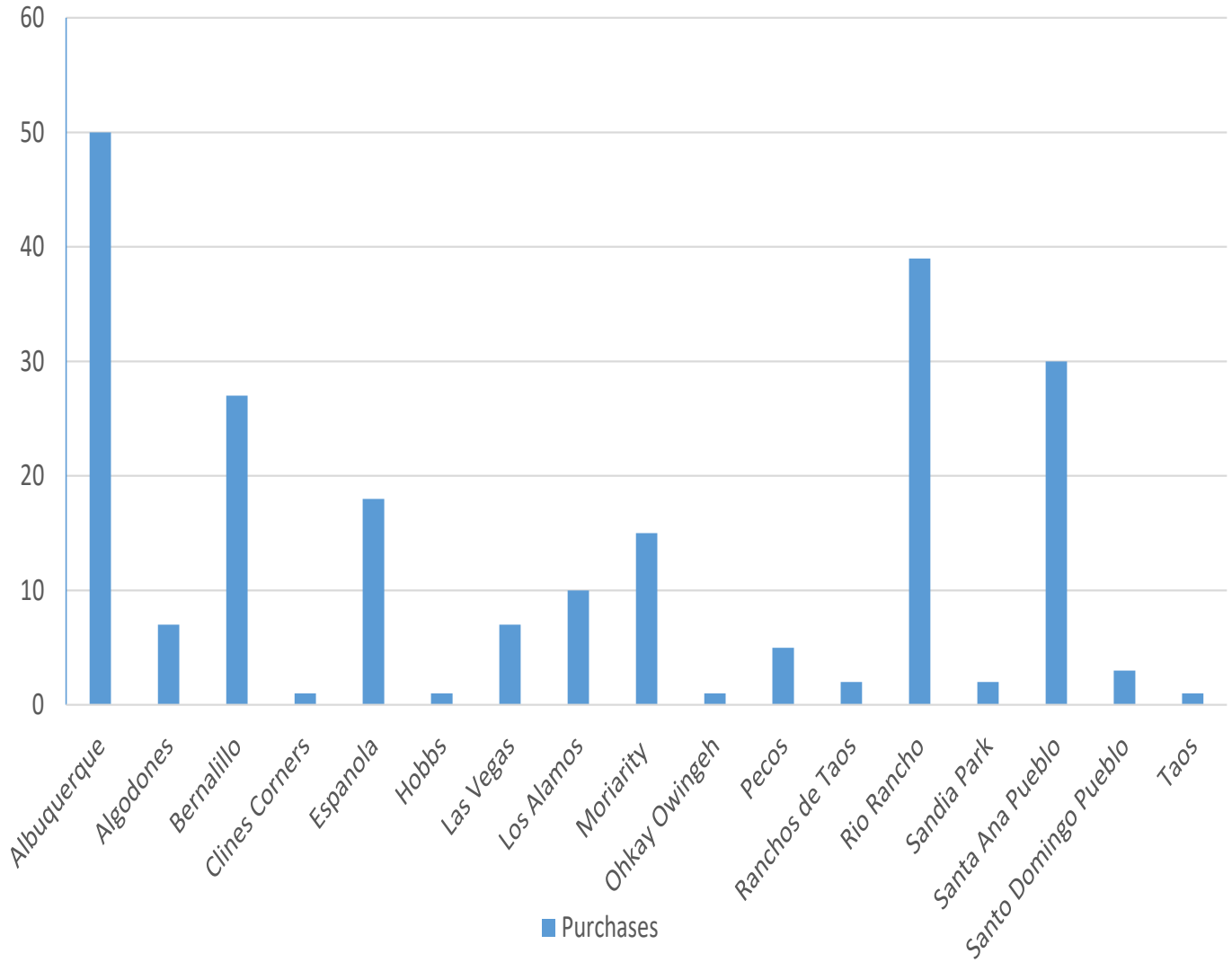


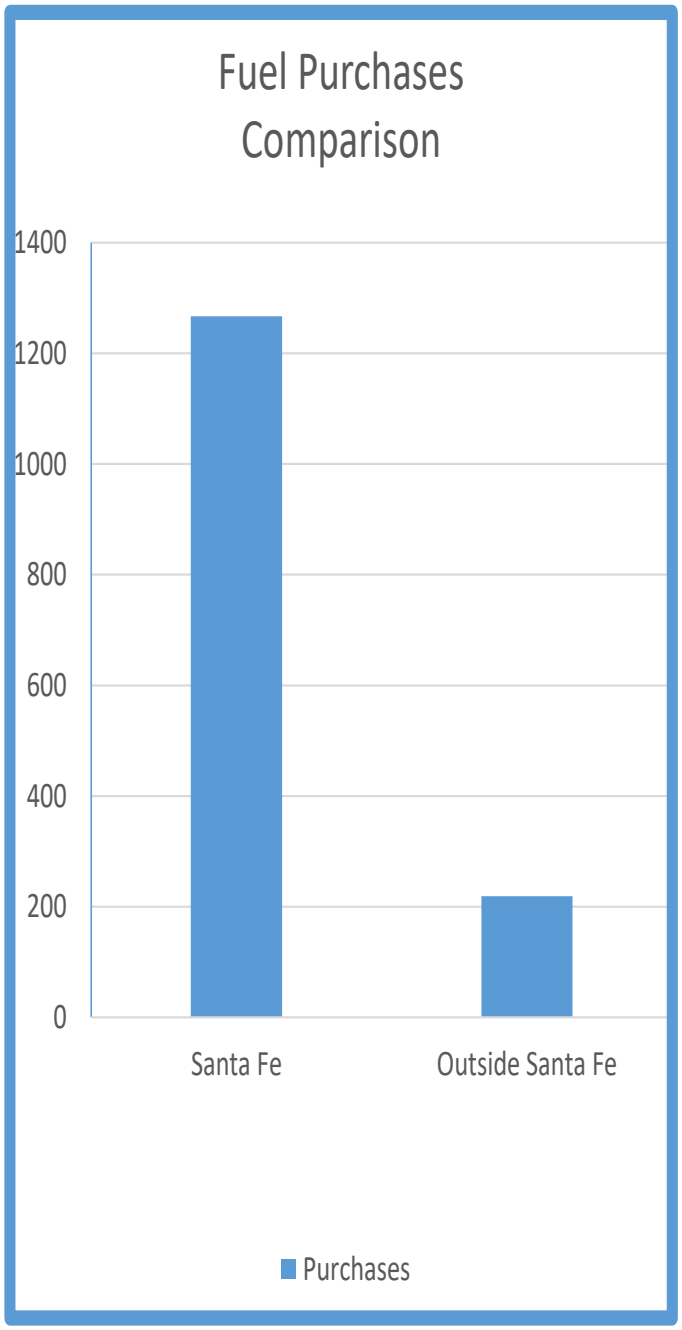


December 2019

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	53	$ 2.40	$ 1,504.95
Algodones	5	$ 2.24	$ 132.85
Bernalillo	23	$ 2.42	$ 646.64
Espanola	33	$ 2.22	$ 608.47
Flagstaff, AZ	1	$ 2.80	$ 40.19
Henderson, NV	1	$ 3.20	$ 40.80
Hernandez	2	$ 2.55	$ 47.35
Hobrook, AZ	1	$ 3.00	$ 43.02
Las Vegas	5	$ 2.55	$ 136.55
Los Alamos	10	$ 2.50	$ 260.10
Moriarity	26	$ 2.29	$ 594.10
Ohkay Owingeh	3	$ 2.17	$ 61.04
Pecos	4	$ 3.01	$ 193.95
Rio Rancho	31	$ 2.42	$ 867.41
Sandia Park	1	$ 2.50	$ 43.87
Santa Ana Pueblo	17	$ 2.20	$ 436.74
Santa Fe	1267	$ 2.33	$ 31,871.50
Santo Domingo Pueblo	12	$ 2.27	$ 389.41
	Lowest	$ 2.17	
	Highest	$ 3.20	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1495	$ 2.50	$ 37,918.94

January 2020

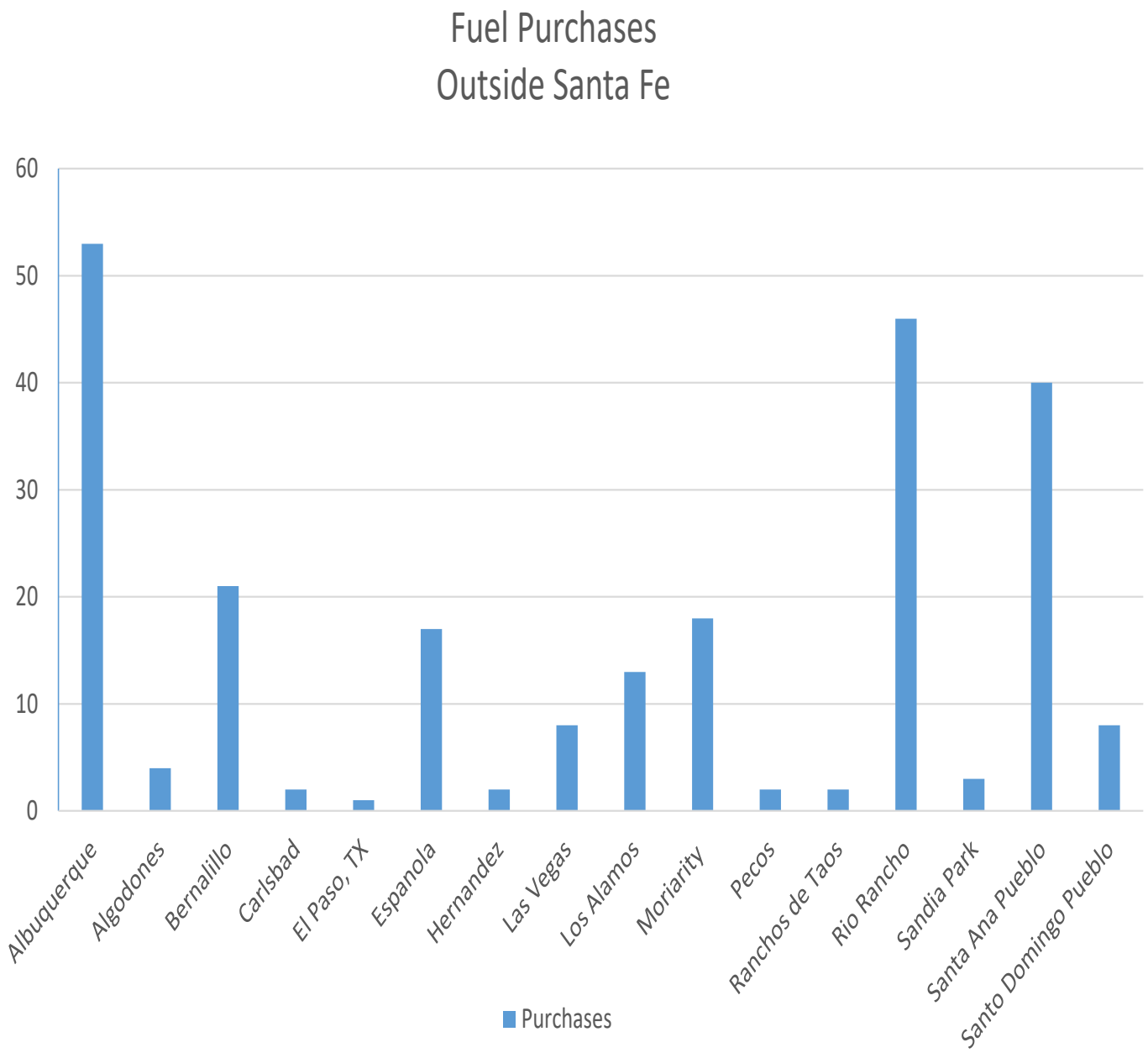


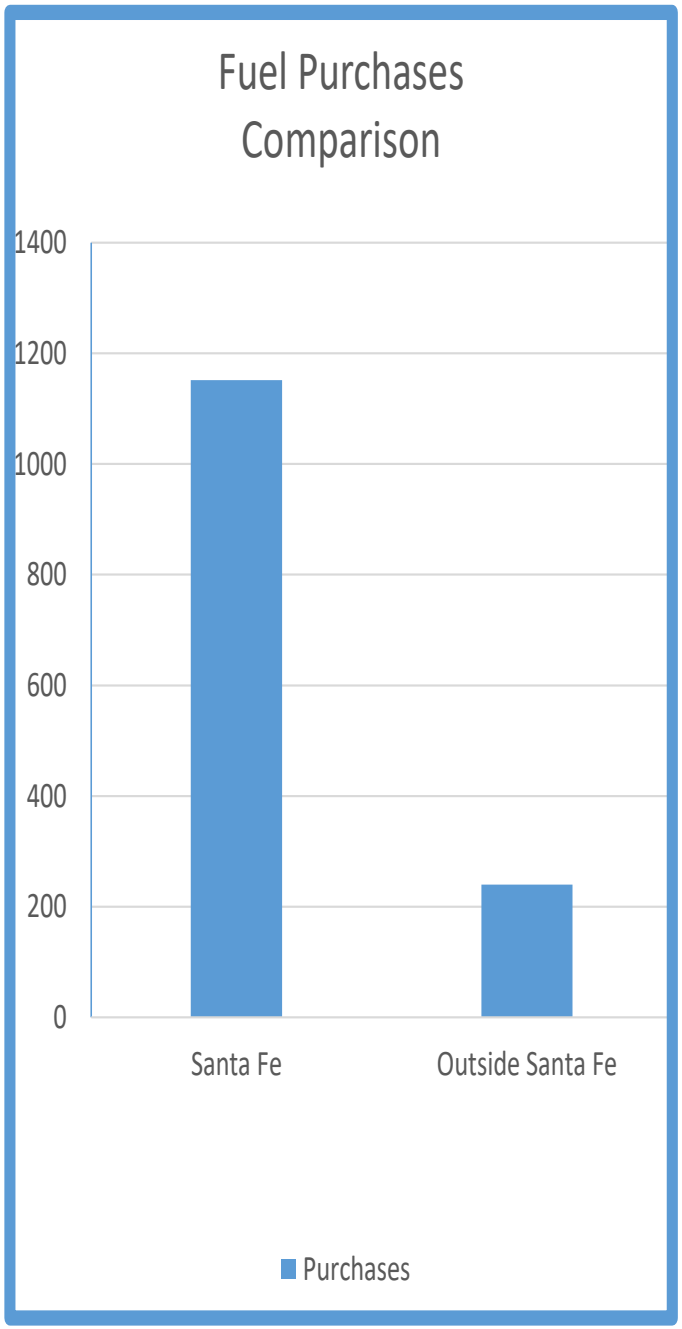


January 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	50	$ 2.26	$ 1,328.67
Algodones	7	$ 2.19	$ 229.82
Bernalillo	27	$ 2.24	$ 829.11
Clines Corners	1	$ 2.70	$ 41.37
Espanola	18	$ 2.11	$ 369.10
Hobbs	1	$ 2.60	$ 41.99
Las Vegas	7	$ 2.21	$ 186.41
Los Alamos	10	$ 2.48	$ 244.22
Moriarity	15	$ 2.20	$ 378.70
Ohkay Owingeh	1	$ 2.10	$ 31.49
Pecos	5	$ 2.86	$ 220.62
Ranchos de Taos	2	$ 2.56	$ 65.10
Rio Rancho	39	$ 2.25	$ 982.36
Sandia Park	2	$ 2.42	$ 79.23
Santa Ana Pueblo	30	$ 2.11	$ 889.93
Santa Fe	1267	$ 2.33	$ 34,557.58
Santo Domingo Pueblo	3	$ 2.15	$ 94.72
Taos	1	$ 2.56	$ 10.30
	Lowest	$ 2.10	
	Highest	$ 2.86	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	**1486**	**$ 2.35**	**$ 40,580.72**

February 2020

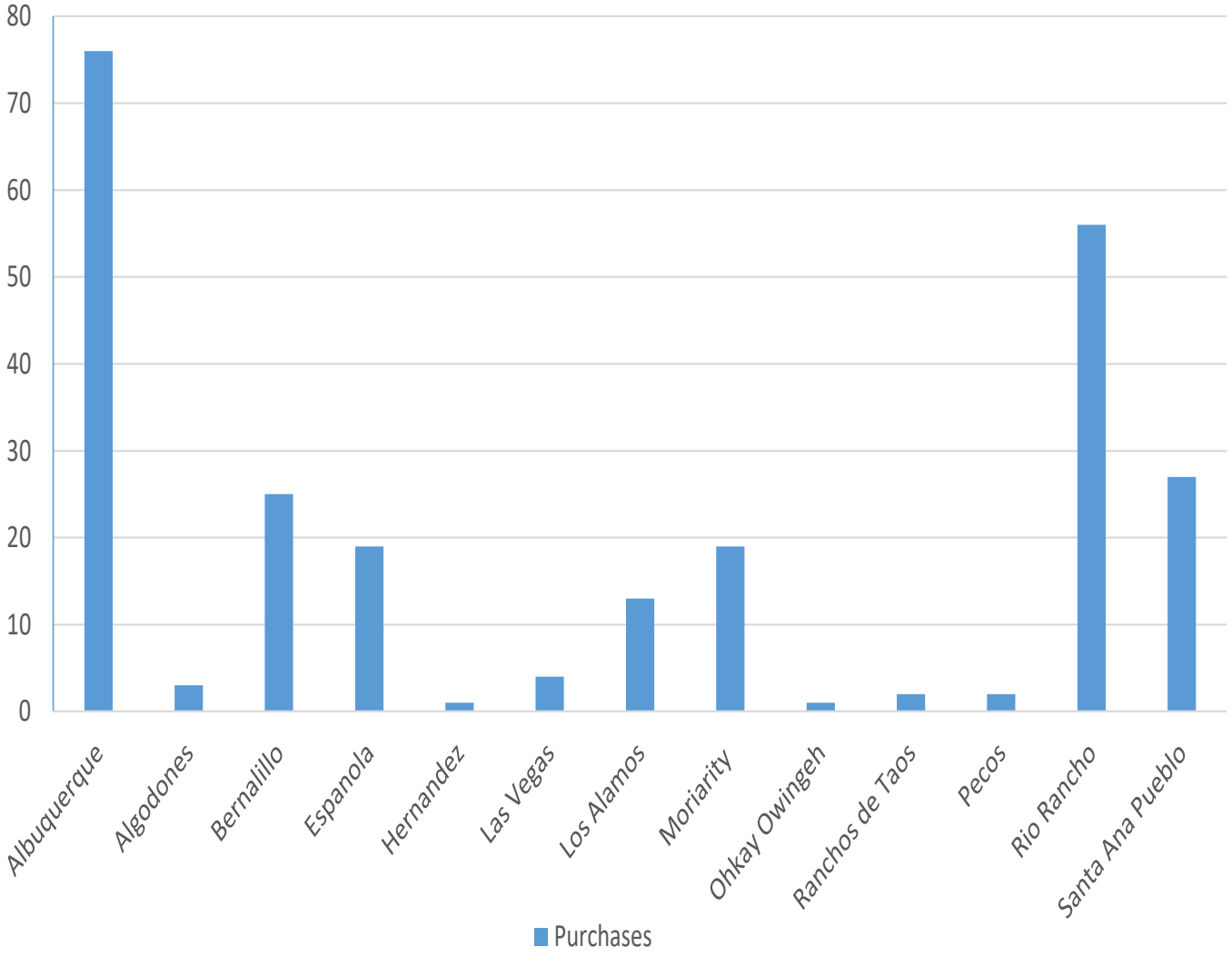


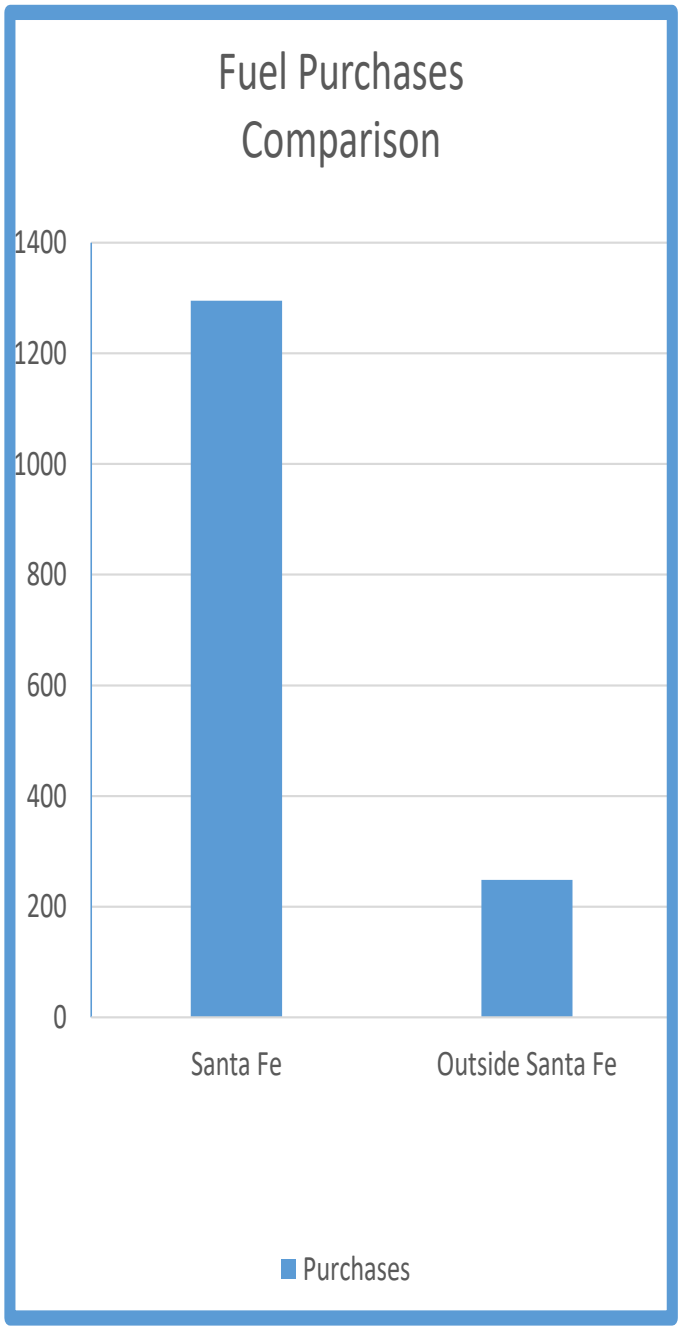


February 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	53	$ 2.27	$ 1,552.78
Algodones	4	$ 2.15	$ 121.32
Bernalillo	21	$ 2.22	$ 608.21
Carlsbad	2	$ 2.28	$ 57.28
El Paso, TX	1	$ 2.20	$ 40.14
Espanola	17	$ 2.09	$ 313.39
Hernandez	2	$ 2.30	$ 54.87
Las Vegas	8	$ 2.21	$ 260.16
Los Alamos	13	$ 2.36	$ 331.48
Moriarity	18	$ 2.17	$ 399.80
Pecos	2	$ 2.80	$ 95.28
Ranchos de Taos	2	$ 2.50	$ 82.79
Rio Rancho	46	$ 2.24	$ 982.15
Sandia Park	3	$ 2.40	$ 93.25
Santa Ana Pueblo	40	$ 2.11	$ 1,198.54
Santa Fe	1152	$ 2.24	$ 30,928.71
Santo Domingo Pueblo	8	$ 2.14	$ 231.22
	Lowest	$ 2.09	
	Highest	$ 2.80	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	**1392**	**$ 2.28**	**$ 37,351.37**

March 2020

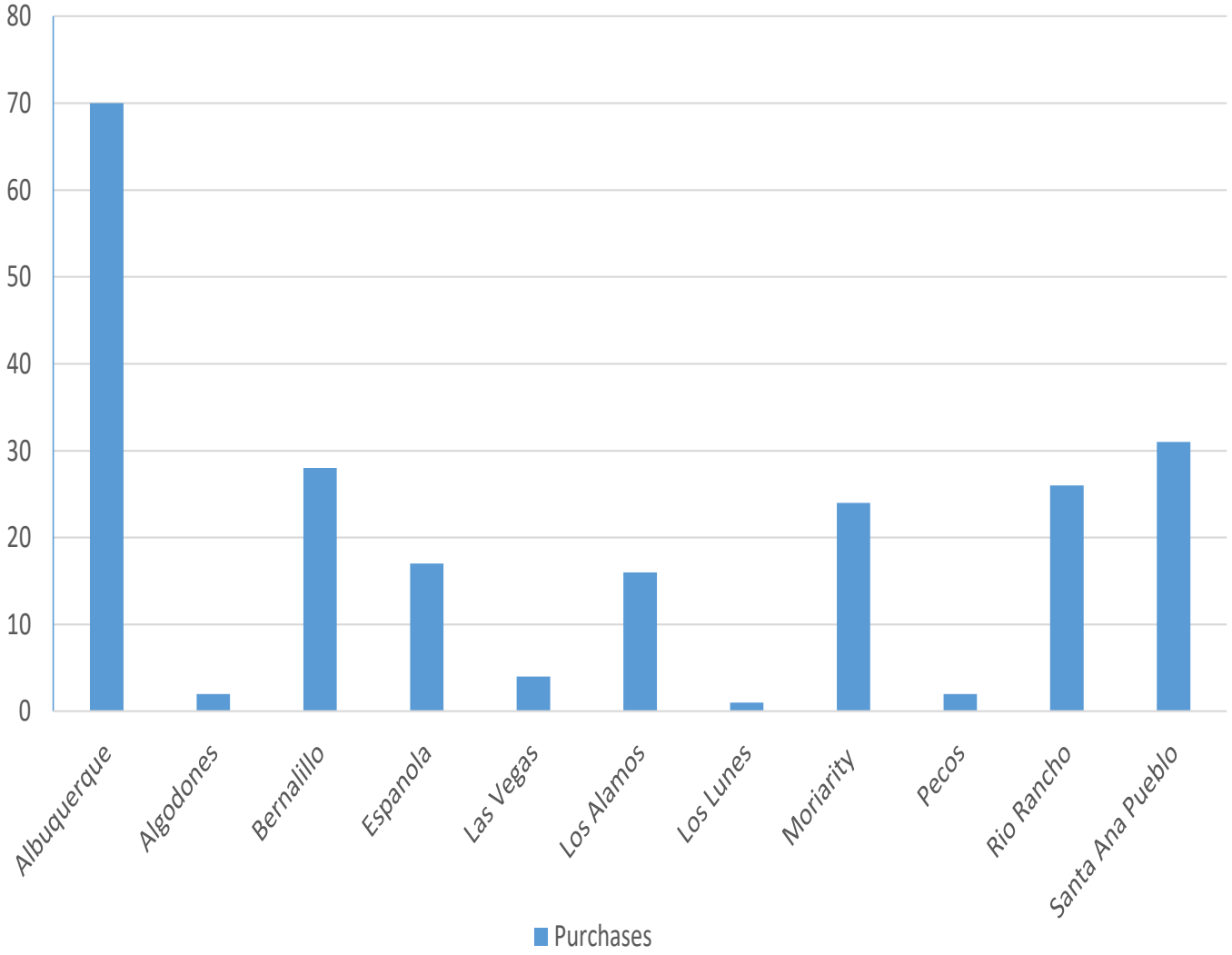

Fuel Purchases
Outside Santa Fe
80
70
60
50
40
30
20
10
0
Albuquerque
Algodones
Bernalillo
Espanola
Hernandez
Las Vegas
Los Alamos
Moriarity
Ohkay Owingeh
Ranchos de Taos
Pecos
Rio Rancho
Santa Ana Pueblo
Purchases

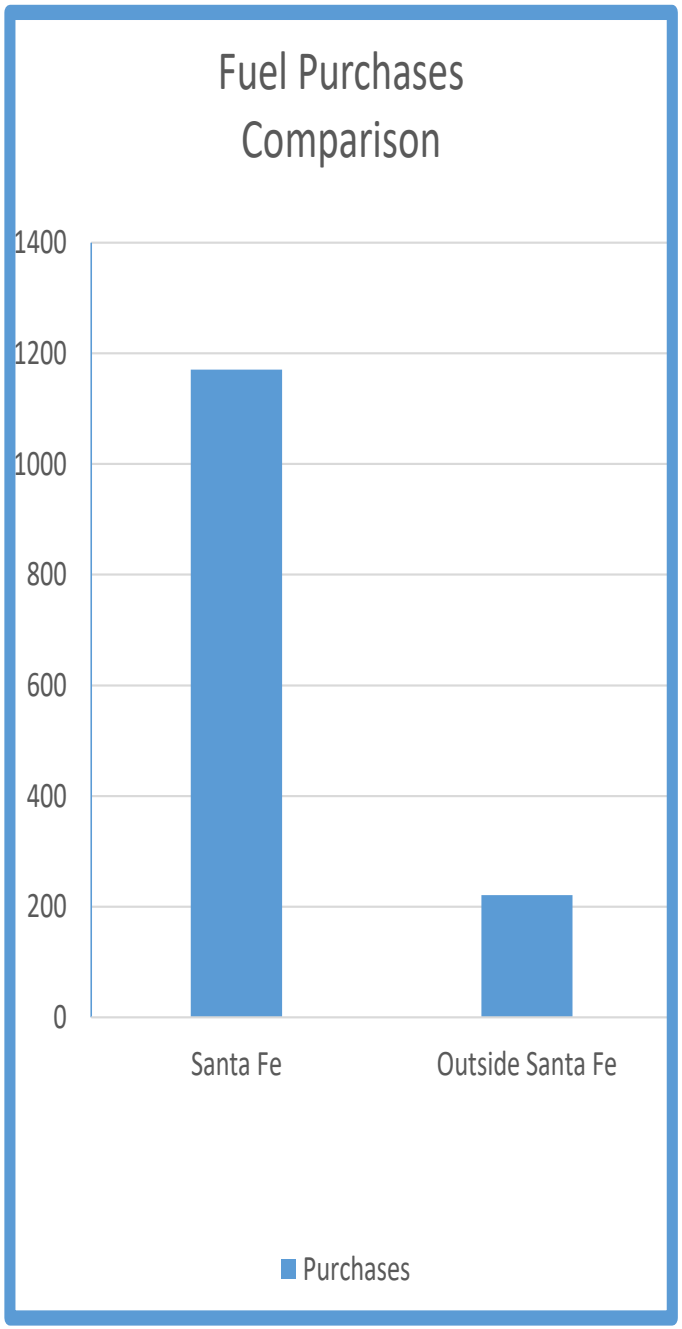

Fuel Purchases
Comparison
1400
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

March 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	76	$ 1.99	$ 1,704.08
Algodones	3	$ 1.82	$ 88.26
Bernalillo	25	$ 1.86	$ 615.83
Espanola	19	$ 1.83	$ 300.50
Hernandez	1	$ 1.80	$ 21.97
Las Vegas	4	$ 2.04	$ 95.03
Los Alamos	13	$ 2.28	$ 270.24
Moriarity	19	$ 2.12	$ 451.25
Ohkay Owingeh	1	$ 1.96	$ 28.70
Ranchos de Taos	2	$ 2.50	$ 43.51
Pecos	2	$ 2.45	$ 85.19
Rio Rancho	56	$ 2.02	$ 1,182.44
Santa Ana Pueblo	27	$ 1.71	$ 612.85
Santa Fe	1295	$ 2.02	$ 30,215.62
	Lowest	$ 1.71	
	Highest	$ 2.50	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1543	$ 2.03	$ 35,715.47

April 2020

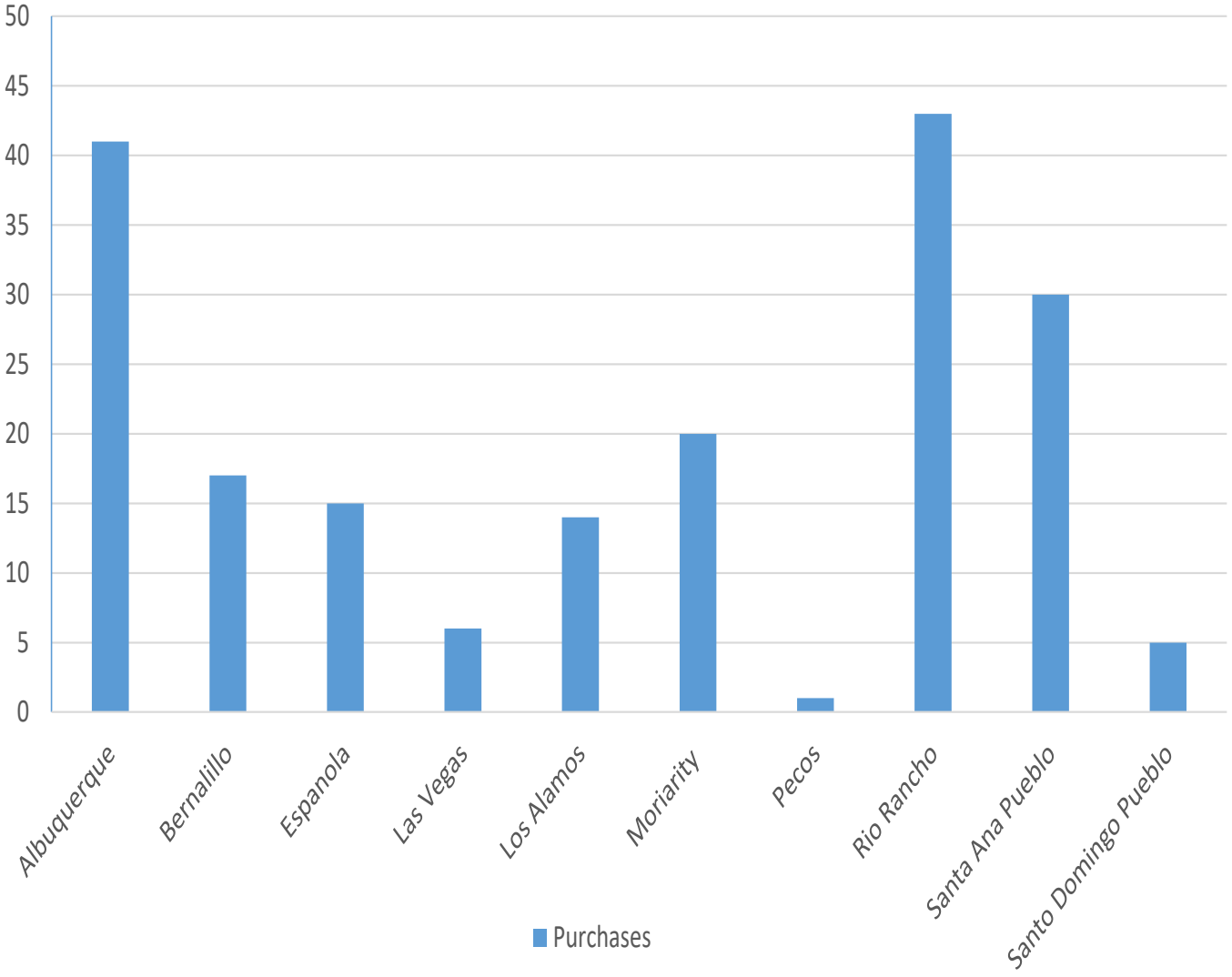

Fuel Purchases
Outside Santa Fe
80
70
60
50
40
30
20
10
0
Albuquerque
Algodones
Bernalillo
Espanola
Las Vegas
Los Alamos
Los Lunes
Moriarity
Pecos
Rio Rancho
Santa Ana Pueblo
Purchases

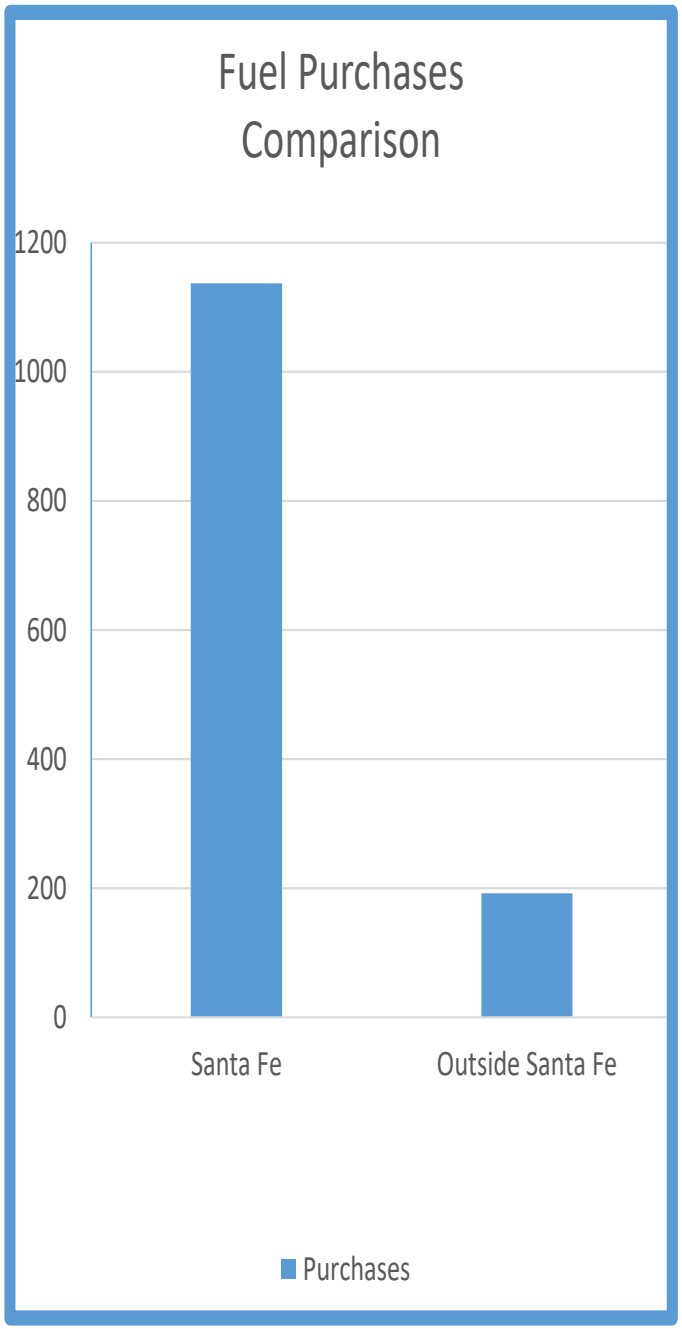

Fuel Purchases
Comparison
1400
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

April 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	70	$ 1.64	$ 1,252.92
Algodones	2	$ 1.43	$ 43.86
Bernalillo	28	$ 1.40	$ 559.54
Espanola	17	$ 1.40	$ 211.21
Las Vegas	4	$ 1.61	$ 87.78
Los Alamos	16	$ 1.78	$ 276.82
Los Lunes	1	$ 1.62	$ 20.39
Moriarity	24	$ 1.67	$ 444.14
Pecos	2	$ 2.20	$ 62.59
Rio Rancho	26	$ 1.58	$ 452.40
Santa Ana Pueblo	31	$ 1.29	$ 581.98
Santa Fe	1171	$ 1.76	$ 23,295.47
	Lowest	$ 1.29	
	Highest	$ 2.20	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1392	$ 1.62	$ 27,289.10

May 2020

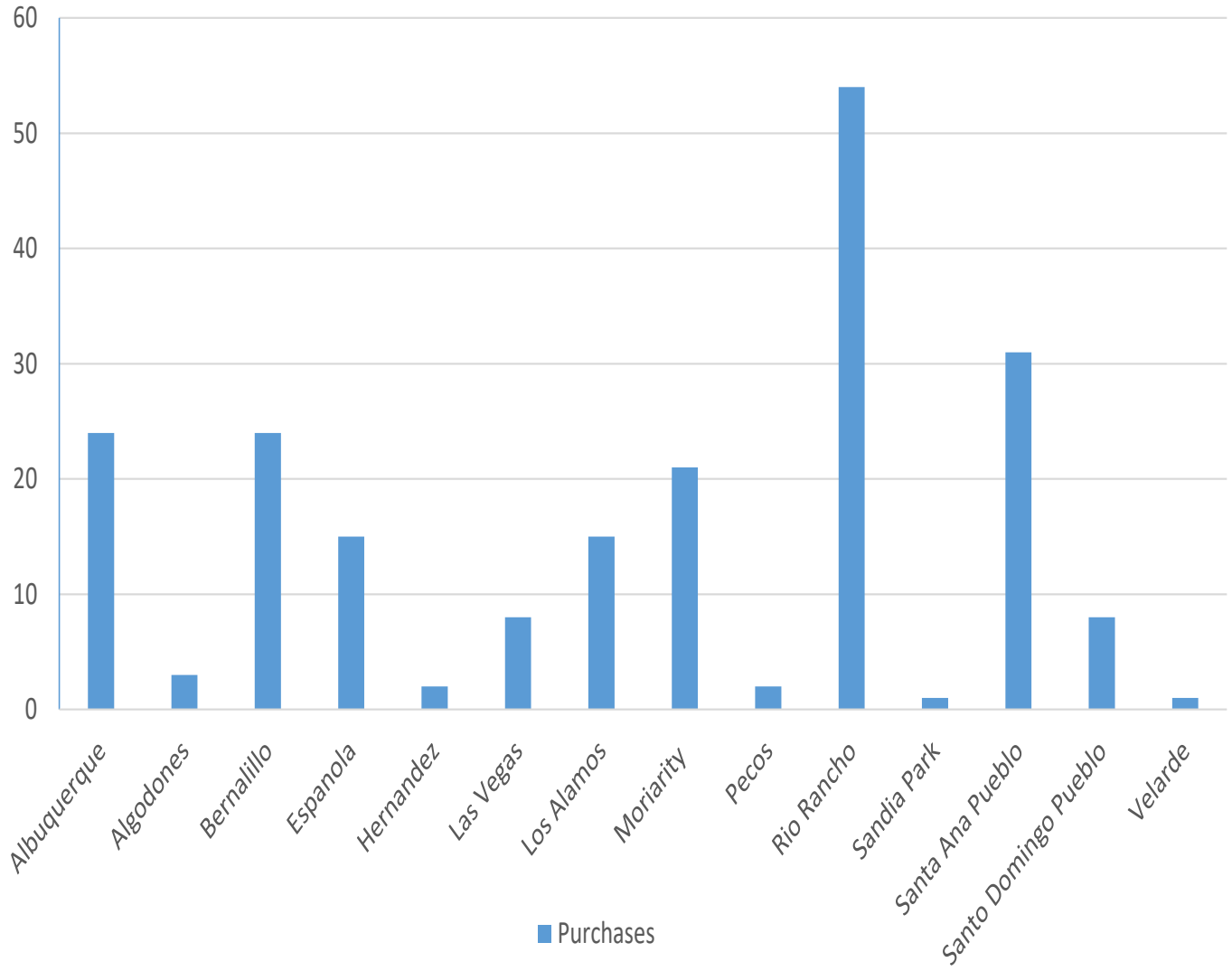

Fuel Purchases
Outside Santa Fe
50
45
40
35
30
25
20
15
10
5
0
Albuquerque
Bernalillo
Espanola
Las Vegas
Los Alamos
Moriarity
Pecos
Rio Rancho
Santa Ana Pueblo
Santo Domingo Pueblo
Purchases

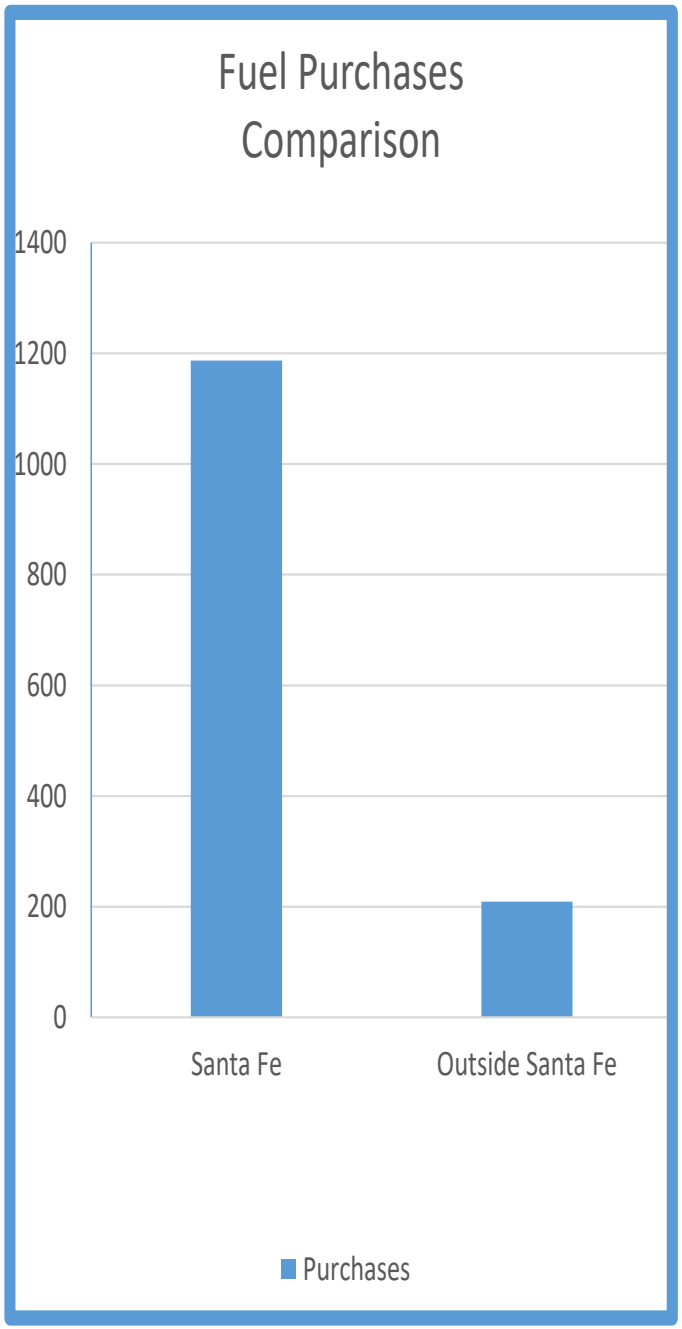

Fuel Purchases
Comparison
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

May 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	41	$ 1.68	$ 788.40
Bernalillo	17	$ 1.51	$ 315.53
Espanola	15	$ 1.35	$ 167.19
Las Vegas	6	$ 1.63	$ 113.05
Los Alamos	14	$ 1.61	$ 205.03
Moriarity	20	$ 1.64	$ 366.90
Pecos	1	$ 2.00	$ 23.64
Rio Rancho	43	$ 1.60	$ 524.03
Santa Ana Pueblo	30	$ 1.46	555.96
Santa Fe	1137	$ 1.69	$ 20,593.39
Santo Domingo Pueblo	5	$ 1.45	$ 108.50
	Lowest	$ 1.35	
	Highest	$ 2.00	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1329	$ 1.60	$ 23,761.62

June 2020


Fuel Purchases
Outside Santa Fe
60
50
40
30
20
10
0
Albuquerque
Algodones
Bernalillo
Espanola
Hernandez
Las Vegas
Los Alamos
Moriarity
Pecos
Rio Rancho
Sandia Park
Santa Ana Pueblo
Santo Domingo Pueblo
Velarde
Purchases


Fuel Purchases
Comparison
1400
1200
1000
800
600
400
200
0
Santa Fe
Outside Santa Fe
Purchases

June 2020

Location	Transactions	Average Price per gallon	Total Fuel Cost
Albuquerque	24	$ 1.98	$ 1,157.76
Algodones	3	$ 1.84	$ 76.15
Bernalillo	24	$ 1.91	$ 574.24
Espanola	15	$ 1.75	$ 227.53
Hernandez	2	$ 1.83	$ 40.17
Las Vegas	8	$ 1.84	$ 206.16
Los Alamos	15	$ 1.77	$ 242.38
Moriarity	21	$ 2.00	$ 429.62
Pecos	2	$ 2.64	$ 48.80
Rio Rancho	54	$ 1.96	$ 965.10
Sandia Park	1	$ 2.00	$ 24.87
Santa Ana Pueblo	31	$ 1.78	609.39
Santa Fe	1187	$ 1.97	$ 25,768.70
Santo Domingo Pueblo	8	$ 1.82	$ 198.04
Velarde	1	$ 2.00	$ 26.35
	Highest	$ 1.75	
	Lowest	$ 2.64	
	Total Transactions	*Average Price per Gallon*	*Total Fuel Cost*
TOTAL	1396	$ 1.94	$ 30,595.26

City of Santa Fe, New Mexico

memo

Finance Received packet on 8/19/2020

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

---

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).

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:

- 2 MG of effluent storage 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.

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 #:

AJH

AJH (Aug 19, 2020 15:19 MDT)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

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

ITEM#_____

Munis # 3200350

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. 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.

_____
NAME

_____
TITLE

Date:_____

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 7, 2020 11:42 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.510320
Business Unit/Line Item AL
AL

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	

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: na

☑ Approved by Council Pending

☐ or by City Manager Date:

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

---

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: 6/30/2021
Reason: Increase for WWMD and Water for FY 20/21

Amount $ 298,193.00 amendment # 4 Termination Date: na
Reason: Incrase Scope and Comp WWMD LC effluent pump and tank

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)

Fran Dunaway (Aug 19, 2020 16:12 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

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

Alexis Lotero (Aug 19, 2020 15:22 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:** 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 Y/N						X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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:

11/6
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

52361
~~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

(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 # 225267

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

City of Santa Fe, New Mexico

memo

Munis # 3200350

Date: April 24, 2020

To: PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director
Jesse Roach, Water Division Director
Michael Dozier, Wastewater Division Director

From: Jonathan Montoya, Source of Supply Operations Manager
Efren Morales, Wastewater Plant Superintendent

Re: Approval of amendment to Alpha SW contract Munis#19-0115

ITEM
Source of Supply staff and the WWMD staff are requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY 20/21. This will be year 3 of a 4 year agreement. Amount requested $211,015.63.

JUSTIFICATION
Alpha Southwest currently holds a 4 year emergency water/wastewater equipment repair contract with Source of Supply in the amount of $211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, city water facilities (Wells, booster pumps, water storage tanks, etc.) and the Wastewater Treatment Facility. Majority of the repairs completed under this contract are critical to the operation of the water production, conveyance systems and the wastewater treatment system. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

RECOMMENDED ACTION

- Please approve amendment to Munis Contract# 19-0115 for FY20/21 to fund year 3 of this agreement in the amount of $211,015.63.

Signature: [signature]

Email: emmorales@santafenm.gov

Signature: [signature] Jonathan Montoya

Email: jmmontoya@santafenm.gov

Signature: [signature] Michael Dozier (May 20, 2020 08:34 MDT)

Email: mldozier@santafenm.gov

Signature: [signature]

Email: jdroach@santafenm.gov

Signature: [signature] Shannon Jones (May 20, 2020 08:52 MDT)

Email: swjones@santafenm.gov

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 # 3 to the Original Contract# 19-0115

Increase/(Decrease) Amount $ $211,015.63

Extend Termination Date to: na

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: increase comp for FY 20/21 for Water @ $189,765.63 and for WWMD @ $21687.5 as allowed for in the RFB.

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: 6/30/2021
Reason: Increase for WWMD and Water for FY 20/21

Total of Original Contract plus all amendments: $ $612,234.29

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:** 5000367.520150

Alexis Lotero
Alexis Lotero (Jun 29, 2020 13:42 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:** N

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 Staff Name Jonathan Montoya

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

Jonathan Montoya, SOS

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

Fran Dunaway (Jul 29, 2020 14:45 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.

*

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
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS MADE			5093778091	10/01/2019	10/01/2020	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			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 Wooster

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

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

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy
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. VIGIL, 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"



Business Licenses

Home
License Information
Renew License
Email Us

Public License Information

Renew License

License Number: 19-00110357
Business Control: 0042000 **Location ID:** 000034965

Business Name & Address
ALPHA SOUTHWEST INC
SF COUNTY
SANTA FE NM 87501

Mailing Address
205 ROSSMOOR RD SW
ALBUQUERQUE NM 87105

Date Opened: 09/04/2001
Contractor Flag:
Type of Ownership: CP
Business Phone: (505) 877-0287 **Status:** Active

Owner Information
YATES RICK

License Information
Classification: 070 OUT OF CITY CONTRACTOR - GENERAL
License Status, Date: ACTIVE , 12/27/2018
Appl, Issue Date: 12/27/2018, 12/27/2018
License Valid Thru Date: 12/31/2019

Additional Requirements

DESCRIPTION	DOCUMENT NUMBER	EXPIRATION DATE
CONTRACTOR STATE LICENSE	13139	4302021

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utilities	Department Name:	PUD
Division Name:	Water/SOS	Division Name:	Waste Water

Financial Information

Amount Requested:	211015.63	Munis Fund Number:	505 500
Vendor Name:	Alpha Southwest	Munis Org Number:	5050385 5000367
Approved by Director?	Approved	Munis Object Code:	520150

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, and city water facilities (Wells, booster pumps, water storage tanks, etc.) and the City Waste Water Plant. This is recurring. This service advertised and solicited via approved RFB process. Alpha Southwest was selected as the lowest bidder.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

Safe operation and maintenance of the City water system and supply and the City Waste Water Plant.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, the services this contractor performs are highly specialized. Example: deep well repair, machine shop services, and certified underwater marine diving.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

The possibility does exist that some repairs if not made could result in loss of water supply or the ability to convey water to certain parts of the city.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

I am not aware of alternate funding.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: Maya Martinez
Maya Martinez (Aug 6, 2020 14:33 MDT)

Email: mfmartinez@santafenm.gov

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 10, 2020 08:25 MDT)

Email: gfcardenas@santafenm.gov

GB PUD 20-0373 Alpha Southwest Inc - not executed

Final Audit Report 2020-08-11

Created:	2020-08-06
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1D8g_LNxTjDrlbOrY27wAYRt2uREWP7x

"GB PUD 20-0373 Alpha Southwest Inc - not executed" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-06 - 7:56:44 PM GMT- IP address: 63.232.20.2

Document emailed to Maya Martinez (mfmartinez@santafenm.gov) for signature
2020-08-06 - 8:02:03 PM GMT

Email viewed by Maya Martinez (mfmartinez@santafenm.gov)
2020-08-06 - 8:32:06 PM GMT- IP address: 104.47.64.254

Document e-signed by Maya Martinez (mfmartinez@santafenm.gov)
Signature Date: 2020-08-06 - 8:33:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-06 - 8:33:17 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-07 - 10:15:49 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-07 - 10:16:11 PM GMT - Time Source: server- IP address: 73.26.218.44

Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2020-08-07 - 10:16:13 PM GMT

Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2020-08-10 - 2:23:14 PM GMT- IP address: 104.47.65.254

Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2020-08-10 - 2:25:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature

2020-08-10 - 2:25:08 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)

2020-08-10 - 2:25:20 PM GMT- IP address: 63.232.20.2

Document e-signed by Alan Webber (amwebber@santafenm.gov)

Signature Date: 2020-08-10 - 2:25:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-08-10 - 2:25:59 PM GMT

Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-08-11 - 1:58:18 AM GMT- IP address: 104.47.65.254

Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-11 - 1:58:31 AM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Yolanda Vigil (yyvigil@santafenm.gov), Maya Martinez (mfmartinez@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Alan Webber (amwebber@santafenm.gov), and 4 more

2020-08-11 - 1:58:31 AM GMT

Signature: mayamtz for bschneider
mayamtz for bschneider (Aug 13, 2020 15:38 MDT)

Email: mfmartinez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Alpha #4

Final Audit Report 2020-08-14

Created:	2020-08-12
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOBMVW673N5dw6m9XTPAUTHUMimSkDtPZ

"Alpha #4" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-08-12 - 10:32:40 PM GMT- IP address: 63.232.20.2

Document emailed to John Del Mar (jpdelmar@santafenm.gov) for signature
2020-08-12 - 10:38:12 PM GMT

Email viewed by John Del Mar (jpdelmar@santafenm.gov)
2020-08-12 - 10:52:57 PM GMT- IP address: 104.47.65.254

Document e-signed by John Del Mar (jpdelmar@santafenm.gov)
Signature Date: 2020-08-12 - 10:53:57 PM GMT - Time Source: server- IP address: 63.233.221.42

Document emailed to whschneider@santafenm.gov for signature
2020-08-12 - 10:54:01 PM GMT

Maya Martinez (mfmartinez@ci.santa-fe.nm.us) replaced signer whschneider@santafenm.gov with mayamtz for bschneider (mfmartinez@santafenm.gov)
2020-08-13 - 9:35:57 PM GMT- IP address: 63.232.20.2

Document emailed to mayamtz for bschneider (mfmartinez@santafenm.gov) for signature
2020-08-13 - 9:35:58 PM GMT

Email viewed by mayamtz for bschneider (mfmartinez@santafenm.gov)
2020-08-13 - 9:36:48 PM GMT- IP address: 104.47.65.254

Document e-signed by mayamtz for bschneider (mfmartinez@santafenm.gov)
Signature Date: 2020-08-13 - 9:38:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-08-13 - 9:38:33 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-08-13 - 10:45:12 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-08-14 - 3:19:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-08-14 - 3:19:24 PM GMT

Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-08-14 - 4:24:01 PM GMT- IP address: 174.237.0.48

Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-08-14 - 4:26:23 PM GMT - Time Source: server- IP address: 174.237.0.48

Document emailed to Shannon Jones (swjones@ci.santa-fe.nm.us) for signature
2020-08-14 - 4:26:27 PM GMT

Email viewed by Shannon Jones (swjones@ci.santa-fe.nm.us)
2020-08-14 - 6:21:22 PM GMT- IP address: 174.237.138.78

Document e-signed by Shannon Jones (swjones@ci.santa-fe.nm.us)
Signature Date: 2020-08-14 - 6:21:47 PM GMT - Time Source: server- IP address: 174.237.138.78

Signed document emailed to Michael Dozier (mldozier@santafenm.gov), Maya Martinez (mfmartinez@ci.santa-fe.nm.us), bksnyder@santafenm.gov, John Del Mar (jpdelmar@santafenm.gov), and 6 more
2020-08-14 - 6:21:47 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8A

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Calendar to forward to 08/31/2020 Finance Committee

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

m) 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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS- NONE

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY
Bill No. 2020-27
International Fire Code Update

SPONSOR(S): Councilor Chris Rivera

SUMMARY: This Bill updates City Code to reference the most recent version of the International Fire Code.

PREPARED BY: Jeff Norris, Assistant Le gislative Liaison

FISCAL IMPACT: None

DATE: July 14, 2020

ATTACHMENTS: Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-27

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

AMENDING 12-2.1 SFCC 1987 TO UPDATE THE VERSION OF THE INTERNATIONAL FIRE CODE ADOPTED BY THE CITY OF SANTA FE.

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

Section 12-2.1 SFCC 1987 (being Ord. No. 2004-53, § 3; as amended) is amended to read:

12-2.1 Adoption of fire code.

A. Pursuant to Section 3-18-11 NMSA 1978, the city may adopt regulations for the prevention of fire.

B. For the purposes of reasonably safeguarding life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises, the [~~2009~~] 2015 International Fire Code (IFC) as published by the International Code Council (ICC) is adopted by reference and incorporated as fully as if set out herein except as amended by the governing body. The amendments are set forth in Exhibit

underscored material = new [~~bracketed material~~] = delete

A attached to the end of this chapter. The [~~2009~~] 2015 International Fire Code as amended by the governing body shall be known as "the fire code of the city of Santa Fe." This paragraph shall be effective [~~July 1, 2011~~] October 1, 2020.

C. A copy of the fire code of the city of Santa Fe shall be kept on file at the Santa Fe fire prevention bureau, 1751 Cerillos Road, Santa Fe, New Mexico 87504 and shall be, at all reasonable times, available and subject to inspection. A copy of the fire code of the city of Santa Fe shall be available to any individual upon request and payment of a reasonable charge.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3251

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): International Fire Code Update

Sponsor(s): Councilor Rivera

Revie wing Department(s): Fire Department

Staff Completing FIR: Geronimo Griego Date: 06/29/2020 Phone: 955-3317

Revie wed by City Attorney: _____ Date: Aug 24, 2020

Revie wed by Finance Director: _____ Date: Aug 24, 2020

Summary:
This Bill adopts the 2015 version of the International Fire Code, the mo st updated version available so that the City's Code is up to date with standards adhered to by the City and the State.

Departments Affected:
Fire Department - Fire Prevention Bureau and Land Use Department

Consequences of Not Enacting Legislation:
The City will not be current with the mo st recent International Fire Code, which the Fire Prevention Bureau references when conducting inspections and enforcing applicable laws and standards.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Adoption of this Bill will ensure City Code is up to date with the mo st recent International Fire Code when conducting inspections.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) o r 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:

International Fire Code Update

Final Audit Report 2020-08-24

Created:	2020-08-24
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDktXsROZVnFP0rjOi2FcRrPaGG0oQPc

"International Fire Code Update" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-24 - 11:31:24 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-08-24 - 11:32:11 PM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-24 - 11:32:11 PM GMT

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-24 - 11:32:49 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-24 - 11:33:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-08-24 - 11:36:14 PM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-08-24 - 11:37:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Erin McSherry (ekmcsherry@santafenm.gov), gggriego@santafenm.gov, Mary McCoy (mtmccoy@santafenm.gov), and Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-24 - 11:37:17 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

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-08-20 - 2:47:08 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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

© 1988-2016 ACORD CORPORATION. All rights reserved.

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:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8L

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 08/26/2020 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		

.

MEMORANDUM

TO:	Mary McCoy, Finance Director
FROM:	Bradley Fluetsch, CFA, Treasury Officer bjf
RE:	Professional Service Agreement, Bond Counsel
DATE:	August 31, 2020

The City has retained Modrall, Sperling, Roehl, Harris & Sisk P.A. a New Mexico Corporation to act as the City's Bond Counsel for the past several decades and is happy with their performance and service. In 2017, 20-0057 the City renewed their contract for three years, unlike its normal four year contracts.

Finance, in coordination with the City Attorney's Office and the Office of Economic Development would like to execute the attached PSA for the term July 1, 2020 through June 30, 2024.

The price quote is reflected in Appendix A as a pricing sheet to the PSA. There are many factors typically not known regarding bond issuance, therefore a fixed price quote is unattainable and a pricing sheet is included in its place.

Primary Duties of the Bond Counsel is to:

- Assist City staff in the preparation of all documents related to the issuance of City Bonds.
- Prepare all legal documents related to the issuance of bonds, including but not limited to Bond Ordinances, Bond Transcripts, Tax Status, Reimbursement Resolutions
- Assist City staff in the preparation of all documents related to the issuance of Industrial Revenue Bonds.
- Assist and evaluate other debt related transactions in terms of IRS, State of New Mexico
- Assist City staff with legal questions related to past, present and future bond and indebtedness.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the "City," and **MODRALL, SPERLING, ROEHL, HARRIS & SISK P.A.**, a New Mexico corporation with its principal place of business in Santa Fe located at 123 East Marcy Street, Suite 201, Santa Fe, NM 87501, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Contractor shall perform the following work:

A. Prepare and deliver to the City the financing timetable, all bond resolutions and bond sale resolutions necessary to the issuance of the bonds, as well as all proceedings, transcripts and minutes that are required to be adopted by the City.

B. Prepare information for and participate in presentations to rating agencies and prospective bond purchasers as required by the City and attend all meetings of the City Council at the time of the sale and closings, and additional meetings as required by the City.

C. Collaborate with the City staff, the Financial Advisor, the Investment Committee and Underwriters to structure issues that minimize the City's transactions costs and its credit risk and prepare all ordinances, agreements, preliminary offering statements, official statements, other securities laws disclosure documents and any other documents pursuant to which bonds will be authorized, secured and delivered.

D. Upon request, assist the City with legal documentation and legislation in connection with obtaining loans through the New Mexico Finance Authority.

E. Coordinate the delivery of the documents and other activities, and plan, coordinate and manage the pre-closing of bond sales in a manner to assure the timely closing of bond sales and the delivery of funds to the City; prepare and file final transcripts of the proceedings to the issuance of the bonds.

F. Upon request, provide to the City continuing information concerning federal, state and local statutory and regulatory changes, including but not necessarily limited to arbitrage, and other current developments relating to the City's bond issues.

G. Upon request, participate in discussions with the City and its financial advisors regarding the evaluation of options and alternatives for issuing additional bonds, refunding

or calling of outstanding bonds and new financing techniques, including the delivery of oral and written legal advice on particular projects.

H. Brief the City officials, employees, counsel and consultants on matters, which impact the issuance of the City bond financing. This includes rendering of an opinion and availability for phone consultation on questions of federal and state law, nature and priority of the security of bonds and legality of the issuance of the bonds under applicable securities laws, and the tax-exempt status of the bonds.

I. Review and advise the City regarding drawdowns of bond proceeds,, procedures, and other matters regarding bond project disbursement regulations.

J. Assist the City Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution and delivery of the City bonds, notes, certificates, loan transactions or other debt transactions..

K. Draft state legislation and provide testimony before legislative committees when requested by the City; provide other special advice or opinions requested by the City, relating to the City bond financing.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1. "SCOPE OF WORK," of this Agreement shall be completed in full, to the satisfaction of the City, in accordance with industry standards and the aforementioned statutes, for the amount set forth in Section 3. "COMPENSATION AND INVOICING" of this Agreement, and for no other cost, amount, fee or expense.

B. The City may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

3. COMPENSATION AND INVOICING

A. The services provided by the Contractor shall be compensated in accordance with the Fee Schedule, attached hereto as Exhibit A and made a part hereof by reference.

B. The Contractor shall submit a written request for payment to the City whenever payment is due under this Agreement. Within fifteen (15) days of the City's receipt of the written request, the City shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the City may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or

services, the City shall tender payment for the accepted items or services. In the event the City fails to tender payment within thirty (30) days of the written certification accepting the items or services, the City shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the City may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the City determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payment.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

7. Status of Contractor.

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

8. 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.

9. 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.

10. Release.

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

11. 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.

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 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.

14. 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 Article 5 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

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 shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. 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.

19. 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.

20. Professional Liability Insurance.

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.

21. Other 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. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records

shall be subject to inspection by the City. 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

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

City of Santa Fe
Finance Department
200 Lincoln Ave.
Santa Fe, NM 87504

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
123 East Marcy Street
Suite 201
Santa Fe, NM 87501

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:
MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

_____
Peter Franklin, Shareholder

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

EXHIBIT A
FEE SCHEDULE

Fixed Fees Relating to Securities Issued by the City. For tasks related to the issuance of a specific series of securities for the City, Modrall, Sperling proposes the following fixed fees, based on the par amount of the bonds plus original issue premium:

Fixed Term-Fixed Rate New Money and Current Refunding General Obligation Bond Issues	
Size of Issue	Fee
$5,000,000 or less	$22,500
Between $5,000,000 and $7,500,000	$22,500 plus $1.50 per $1,000 principal amount between $5,000,000 and $7,500,000
Over $7,500,000	$26,250 plus $ 1.40 per $1,000 principal amount over $7,500,000

Fixed Term-Fixed Rate New Money and Current Refunding Revenue Bond Issues	
Size of Issue	Fee
$5,000,000 or less	$25,000
Between $5,000,000 and $7,500,000	$25,000 plus $1.75 per $1,000 principal amount between $5,000,000 and $7,500,000
Over $7,500,000	$29,375 plus $1.60 per $1,000 principal amount over $7,500,000

Our fee will be increased by ten percent (10%) for advance refundings based on the additional required to establish the defeasance escrow and related agreement.

Fixed Rate Special Assessment District Bonds	
Size of Issue	Fee
$2,000,000 or less	$40,000
Between $2,000,000 and $5,000,000	$40,000 plus $5.00 per $1,000 principal amount between $2,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Industrial Revenue Bonds

$0.30 per $1,000 face amount of the bonds with a minimum fee of $25,000 per issue.
(The cost of IRB review counsel services as bond counsel to the City will be passed through to the developer of the IRB project).

Fixed Rate Public Improvement District Bonds	
Size of Issue	Fee
$3,000,000 or less	$45,000
Between $3,000,000 and $5,000,000	$45,000 plus $5.00 per $1,000 principal amount between $3,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Modrall, Sperling's bond counsel review of an application for a public improvement district ("PID") and issuance of PID bonds will be billed to the City separately, at the hourly rates described above. Those fees are recovered by the City from the application fee required from the applicant. The application fee paid by the developer of the PID project is generally recoverable from bond proceeds.

Fixed Rate Tax Increment Development District Bonds	
Size of Issue	Fee
$3,000,000 or less	$45,000
Between $3,000,000 and $5,000,000	$45,000 plus $5.00 per $1,000 principal amount between $3,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Modrall Sperling's bond counsel review of an application for a tax increment development district ("TIDD") and issuance of TIDD bonds will be billed to the City separately, at the hourly rates described above. Those fees are recovered by the City from the application fee required from the applicant. The application fee paid by the developer of the TIDD project is generally recoverable from bond proceeds.

In the event that the securities are not issued, Modrall, Sperling will charge the City for professional fees at hourly rates for services provided up to the time the decision was made by the City to stop efforts to issue securities. We would also seek reimbursement of reasonable out-of-pocket expenses. We understand that payment in that situation would be dependent on the availability of funds and appropriations by Council in the discretion of the City.

Hourly Rates Not Relating to Securities to be Issued by the City. For tasks not related to issuance of a specific series of securities or substantial post-issuance tax or securities compliance matters, Modrall, Sperling agrees to bill the City at a blended rate of $285 per hour for the services of Peter Franklin, Chris Muirhead; Creagan, and/or Daniel Alsup, in an amount not to exceed $100,000, unless otherwise negotiated and agreed by the City and Modrall Sperling based on the scope and complexity of a particular task.

Modrall, Sperling utilizes specialized computer software for compiling and maintaining client bills and routinely provides its clients with detailed monthly billings summarizing the work performed.

New Mexico Finance Authority Loans. Our fee for New Mexico Finance Authority loans will be the same as the bond counsel fee-based on the principal amount of the loan. There is no disclosure and/or underwriter's counsel fee for New Mexico Finance Authority loans.

Fees Relating to Work as Disclosure and/or Underwriter Counsel. The fee for disclosure and/or underwriter counsel service such as the preparation of the preliminary official statement, the official statement and the 10b-5 opinion shall be 75% of the bond counsel fee outlined above. We recognize that some bond underwriters currently require independent counsel for preparation of the disclosure documents and the related due diligence investigation.

Fees Relating to Complex Issues. In unusual circumstances, where the complexity of the issue warrants an adjustment in the fees, we propose that Modrall, Sperling and the City negotiate a mutually acceptable fee prior to the date of the adoption of the final bond ordinance by the City. We believe that the rates we are quoting in this proposal are fair and at the "market rate." We do not follow the practice of bidding low on a proposal and then requesting an adjustment in the fee after issuance of the bonds, hoping to convince the public officials, overseeing the contract that the work was more complex than normal. No request for upper adjustment will be made by us unless it is clear to both the City and us that the issue was so out of the ordinary that the documents essentially had to be recreated. In such case, the City will be consulted as the issue progresses.

The fees quoted above do not contemplate issues involving multi-mode issues, credits swaps, interest rate swaps or other similar types of complex or nontraditional techniques, including those which may develop over the period of time covered by this proposal. With respect to such financing techniques, we -would propose to negotiate a mutually acceptable fee, based upon the complexity of the transaction.

Advice Against Issuance, Modrall, Sperling has provided and will continue to provide objective legal advice with respect to a proposed securities issue, without regard to fees, including advice against issuing of securities, if warranted.

It is our philosophy, if there are legal problems with respect to a proposed structure, to find a different structure or procedure to accomplish the goals of the client. Before advising against issuance, we will exhaust our resources to find a manner in which the issue can be restructured to accomplish the financing,

Subcontractor Fees. Modrall, Sperling does not anticipate that we will need to employ subcontractors; in the event it is necessary to do so, we would consult with and obtain the consent of the City prior to employing a subcontractor.

Reimbursable Costs and Taxes. We propose to bill gross receipts taxes and out-of-pocket expenses (such as photocopying, printing, long distance telephone and facsimile calls, express mailings, mileage, government filing fees, printing expenses and other similar expenses incurred by Modrall, Sperling in performing bond counsel services to the City) in addition to the amount billed for our services.

The rates quoted above are the same as the rates that Modrall, Sperling charges other clients for bond counsel services under recent bond counsel prooposals.

MODR&SI-01 LMADRID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2019

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: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED Modrall, Sperling, Roehl, Harris & Sisk P.A. 500 4th Street NW Ste 1000 Albuquerque, NM 87102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Vigilant Insurance Company — 20397 INSURER B : Federal Insurance Company — 20281 INSURER C : New Mexico Premier Insurance Company — 13675 INSURER D : INSURER E : 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	35309489	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73206842	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79738718	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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		0098930	11/1/2019	11/1/2020	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)

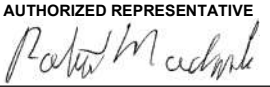
CERTIFICATE HOLDER

Modrall Sperling, Roehl, Harris
& Sisk PA
500 4th Street NW Ste 1000
Albuquerque, NM 87102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

City of Santa Fe New Mexico
Memorandum

Date: September 2, 2020

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

From: Randy Randall, TOURISM Santa Fe Director RR
RR
John Romero, Acting Public Works Director JR
JR

Subject: Revision to Temporary Sale of Alcohol on City Property

---

ITEM AND ISSUE

As a result of the COVID 19 pandemic and the New Mexico Health orders, the City of Santa Fe approved the sale of alcohol on City property to facilitate the expansion of outdoor dining and providing restaurants the opportunity to expand their revenues and occupancy while the health order limits their available dining. This approval expires on October 31, 2020, at the same time the emergency expansion granted by the State Alcohol Beverage Control (ABC) currently expires.

BACKGROUND AND SUMMARY

The opportunity to expand dining and alcohol service on City-owned properties has assisted at least 10 restaurants in expanding their outdoor dining capacity. The outdoor dining has also proven to be very popular with residents and visitors as they enjoy the wonderful weather Santa Fe is blessed to have and feel safer dining in today's unique environment. As we move into the late fall and winter months, there are still many days when continuation of outdoor dining will be desired.

Because of the popularity of outdoor dining that has been experienced by this action of the Governing Body, there is a desire on the part of the current restaurant users and other restaurants that have not expanded their outdoor space using city owned property to continue outdoor dining next season, even if the current health restrictions are further revised or eliminated.

We have contacted the ABC Director and determined there is a willingness to consider an extension of the expansion for alcohol service granted by that organization, depending on any change to the health order in September. The length of the extension has not yet been determined.

The amendment to the previous ordinance will extend the use of City-owned property for restaurant expansion including the service of alcohol for an additional year or until the temporary expansion of alcohol service is terminated by ABC, whichever occurs first.

ACTION REQUESTED

Staff requests adoption of the bill as presented.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

Mayor Alan Webber

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 23-6.2 SFCC 1987 TO EXTEND THE TIME PERIOD FOR WHICH ESTABLISHMENTS THAT HAVE OBTAINED AN OBSTRUCTION PERMIT FROM THE CITY AND A TEMPORARY CHANGE/EXPANSION OF LIQUOR LICENSE PREMISES FROM THE NEW MEXICO ALCOHOLIC BEVERAGE CONTROL DIVISION MAY SERVE ALCOHOL ON CITY SIDEWALKS, STREETS, RIGHTS-OF-WAY, OR OTHER PROPERTY THAT HAS BEEN SPECIFICALLY AUTHORIZED FOR TEMPORARY USE DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY AND ITS EFFECTS.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, as amended) is amended to read:

23-6.2 Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe regional airport main terminal building and adjacent areas operated as a restaurant;

(3) The Marty Sanchez links de Santa Fe (golf course);

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard park, Plaza and Alameda (as defined in the Deed of Conservation Easement dated October 1, 2004) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party for six (6) months or more;

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. The governing body may approve by resolution the sale and consumption of alcohol at all other locations on city property, except within the Plaza as defined by subsection 23-5.1(S). The resolution specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance shall be adopted at least thirty (30) days in advance of the event. The resolution shall be limited to

authorization for a single event, unless otherwise stated in the resolution.

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

E. As a response to the May 27, 2020, public health order issued by the New Mexico department of health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may [~~serve alcohol~~] occur pursuant to the following limitations:

1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued

pursuant to this subsection shall expire on October 31, [~~2020~~] 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3278

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Sale of Alcohol on City Property Extension

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office, City Clerk's Office, Economic Development Department, Public Works Department, Land Use Department

Staff Completing FIR: Randy Randall/John Romero Date: 6/11/20 Phone: 955-6209/955-6638

Reviewed by City Attorney: _____ Date: Sep 2, 2020

Reviewed by Finance Director: _____ Date: Sep 3, 2020

Summary:
Eligible establishments that are currently taking advantage of the opportunity to expand seating to outdoor areas on City sidewalks, rights-of-way, and in some cases streets, or wish to do so in the future, will be permitted to do so through October 31, 2021. The program has proven popular with area restaurants and given the unknown effects of COVID-19, an extension of the program will allow restaurants to know the ability to provide expanded outdoor dining is available for a longer period of time. The space allowed by the New Mexico Alcoholic Beverage Control Division for a temporary floor plan modification is 25% of the current licensed floor plan.

Departments Affected:
City Clerk's Office, Economic Development Department, Public Works Department, Land Use Department, and TOURISM Santa Fe

Consequences of Not Enacting Legislation:
Eligible establishments will not be able to continue their outdoor service area onto City property to accommodate social distancing and other COVID safe practices required by the State and the City after October 31, 2020.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation relates to the New Mexico Alcohol Beverage Control Division's temporary authorization for liquor licenses to expand their outdoor service area to a maximum of 25% of their current licensed floor plan. If the Alcohol Beverage Control Division does not extend the time period for the temporary floor plan modification for the same time frame as the City, restaurants will not be permitted to continue the expanded outdoor dining space beyond the Division's own time period.

Performance and Administrative Implications:
Obstruction permits will be issued by Public Works Department to allow for the use of City property. Approval from the City for the expanded alcohol service will be issued by the City Clerk in consultation with the Public Works Department and the Land Use Department.

Fiscal Implications:
The obstruction permits issued by the City are available to eligible liquor licenses for $100. The City has permitted 12 establishments under the current program It is unclear at this time how many additional establishments will apply for the temporary permits based on an extended timeline.

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	$ 1000	$	$	NR	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 1000	$	$		

Revenue Narrative:

An estimated 10 additional temporary permits may be issued at a cost of $100 per permits equaling a total estimated revenue of $1000.

Signature: Randy Randall

Email: rrandall@santafenm.gov

Signature: John Romero
John Romero (Sep 3, 2020 13:39 MDT)

Email: jjromero1@santafenm.gov

Sale of Alcohol on City Property Extension

Final Audit Report 2020-09-03

Created:	2020-09-02
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgFYagKIA0aIHXYlVfojf5UD5ZNPxgq6M

"Sale of Alcohol on City Property Extension" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-09-02 - 7:29:28 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-09-02 - 7:30:44 PM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-09-02 - 7:30:44 PM GMT

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2020-09-02 - 7:30:45 PM GMT

Document emailed to John Romero (jjromero1@santafenm.gov) for signature
2020-09-02 - 7:30:45 PM GMT

Restricted visibility Email viewed by Randy Randall (rrandall@santafenm.gov)
2020-09-02 - 7:54:06 PM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2020-09-02 - 7:56:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-09-02 - 8:57:26 PM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-09-02 - 9:00:10 PM GMT - Time Source: server- IP address: 71.237.204.224

Restricted visibility Email viewed by John Romero (jjromero1@santafenm.gov)
2020-09-03 - 7:38:59 PM GMT- IP address: 104.47.65.254

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-09-03 - 7:39:11 PM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by John Romero (jjromero1@santafenm.gov)

Signature Date: 2020-09-03 - 7:39:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)

Signature Date: 2020-09-03 - 7:40:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Erin McSherry (ekmcsherry@santafenm.gov), rich brown (rdbrown@santafenm.gov), John Romero (jjromero1@santafenm.gov), and 2 more

2020-09-03 - 7:40:45 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/08/2020

ISSUE NO. 9D

Consideration of Bill No. 2020-__: An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for Which Establishments That Have Obtained an Obstruction Permit From the City and a Temporary Change/Expansion of Liquor License Premises From the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property That Has Been Specifically Authorized for Temporary Use Due to the COVID-c19 Public Health Emergency and its Effects. (Mayor Webber and Councilor Lindell) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 9/8/20
Governing Body (request to publish): 9/9/20
Quality of Life Committee: 9/16/20
Governing Body (public hearing): 10/14/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Approved to forward to 09/09/2020 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		

DATE: August 17, 2020
TO: EDAC, Finance Committee and City Council
VIA: Rich Brown, Director, Office of Economic Development
FROM: Fabian Trujillo, Manager, Office for Business Growth
RE: Savant X, Inc. – PPA – Munis Org #2122800.510400

Background:
Savant X, Inc. was found in 2015 and are headquartered in Jackson, WY. They are a leader in quantum computing. Savant X is a software developer with expertise in artificial intelligence and machine learning. Their software is used to solve complex problems by the nuclear power industry, by transportation hubs, healthcare and the US Department of Defense. Savant X also deployed a no-cost Artificial Intelligence-enabled web application to help medical and research professionals search and analyze COVID-19 datasets.

Savant X located their Corporate Research Center to 504 Jose Street in Santa Fe after an exhaustive site search in Idaho, Utah, Oregon and California. They will be utilizing their expertise in quantum computing to develop software tools for commercial and public entities. Savant X will employ 128 people over ten years with an average wage of 97,000 per year.

Item and Issue:
Savant X requests $500,000 from LEDA grant monies from the State of New Mexico and the City of Santa Fe. The State will provide $450,000 with a $50,000 match over a ten year period. The monies will be utilized for lease payments and tenant improvements to their current facility on 504 Jose St and an expanded facility tentatively scheduled within five years. The city will be the fiscal agent for the project. As fiscal agent, the City administers the disbursement of the monies, and monitors the economic goals in accordance with the Project Participation Agreement (PPA). In return for the grant, Savant X will create 128 new jobs with an average annual wage of $97,000. Additionally, Savant X will invest $2.4 million in lease payments, tenant improvements, equipment and infrastructure improvements to the facility.

Over the next ten years, Savant X total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $28,471,361 in net benefits. Of the net benefits, Savant X is estimated to generate $5,062,736 of this fiscal impact to the City of Santa Fe.

Action:

The project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-wage career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $500,000 in grant monies from the State of NM LEDA Fund and the City LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $450,000 to the City of Santa Fe's LEDA fund. The Munis Org Number for is 2122800.510400 for this project.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

Councilor JoAnne Vigil Coppler

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND SAVANT X, INC. FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS; AND FOR LEASE PAYMENTS TO EXPAND A CORPORATE RESEARCH CENTER, A LOCAL ECONOMIC DEVELOPMENT PROJECT.

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

Section 1. Short Title. This Ordinance shall be known as the "Savant X Local Economic Development Project Ordinance."

Section 2. Recitals.

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

B. The City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an Economic Development Fund Ordinance (11-14 SFCC 1987), incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Savant X, Inc., ("Qualifying Entity") is a software development research center that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe, which meets the definition of Qualifying Entity under the Economic Development Ordinance, Section 11-14.4(A) SFCC 1987); and the LEDA, NMSA 1978, Section 5-10-3 (K). The Qualifying Entity creates economic base jobs as a software development facility by creating software for advanced data analytics that provide visualization and understanding of many types of data. The development of quantum computing tools scaled for commercial use will be the top priority of the center located in Santa Fe.

D. The State of New Mexico has appropriated Four Hundred and Fifty Thousand Dollars and No Cents ($450,000.00) from the New Mexico LEDA Fund and the City of Santa Fe will provide Fifty Thousand Dollars and No Cents ($50,000.00) from the Local Economic Development Fund for the project to pay lease payments and to fund the project build out of the infrastructure and tenant improvements in the facility and its projected second facility expansion, which will occur in the fifth (5) year of operation. The facility is located at 504 Jose Street in Santa Fe, New Mexico. The expansion may include construction costs, materials associated with the interior renovation of its facilities, and improvements or construction of telecommunications, broad band connectivity, and other infrastructure necessary to improve service to the facility. This project identified as the "Project" is a research center that will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The facility will be used to develop software, which causes the company to fall under the definition of a "manufacturer" under LEDA.

Section 3. Findings. The governing body hereby finds:

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

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) Savant X, Inc. is a qualifying entity;

(2) The contributions of the City, the City as a fiscal agent of the State, and Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The go verning body hereby approves the 2020 PPA (attached as **Exhibit A**) whereby the City will be the Fiscal Agent for the State legislative appropriation of Four Hundred Fifty Thousand Dollars and No Cents ($450,000.00) and will designate the Fifty Thousand Dollars and No Cents ($50,000.00) in City Funds. The City will pass through the State Legislative appropriation of $450,000.00 and provide the

City funds of $50,000.00 to the Qualifying Entity and the funds will be used for lease payments, infrastructure and tenant improvements for the facility, and the Qualifying Entity's projected second facility expansion in the fifth (5) year of operation. The Qualifying Entity will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

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

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Savant X LEDA PPA

FIR No. 3271

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Savant X LEDA PPA.**

Sponsor(s): Mayor Alan Webber and Councilor Vigil Coppler

Revie wing Department(s): Economic Development Department

Staff Completing FIR: Fabian Trujillo Date: June 30, 2020 Phone: 505-955-6912

Revie wed by City Attorney: _____ Date: Aug 6, 2020

Revie wed by Finance Director: _____ Date: Aug 11, 2020

Summary:

The project ordinance under consideration provides Savant X with the financial assistance to locate a new Corporate Research Center at 504 Jose St in the downtown area of Santa Fe. The grant monies will be used for lease payments and to construct the tenant improvements and infrastructure for the facility and a projected expansion in 2025. The City will receive $450,000 in NM LEDA funds from the New Mexico Economic Development Department which will be approved through an Inter-Governmental Agreement (IGA). The City will match the $450,000 with $50,000 from the City of Santa Fe Economic Development Fund. The City will be the fiscal agent for the project. The City and Savant X, Inc. will enter into a Project Participation Agreement (PPA) for 10 years. Savant X has agreed to create 128 jobs at an average annual salary of $97,000 per year. Savant X will be disbursed $500,000 for the 128 jobs. Over the next ten years, Savant X total fiscal impact to the State, City, County, SF Community College and SF Public School District is estimated to be $28,471,361 in net benefits. Of this, approximately $5,062,736 will be generated in the City of Santa Fe.

Departments Affected:

The Office of Economic Development, City Attorney's Office and Finance Department.

Consequences of Not Enacting Legislation:

Savant X's new Corporate Research Center will create 128 new jobs. Not enacting this bill results in slowing and delaying the growth of this research center. It will also result in the loss of $5,062,736 in new revenues to the City over ten years. It reduces the diversity in the growing technology economic base which is a bright spot during the pandemic.

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

None

Performance and Administrative Implications:

Savant X, Inc. made a decision to locate their Corporate Research Center in Santa Fe. It was a competitive selection process in which Santa Fe was chosen due to the availability of world-class highly skilled talent and the quality of life Santa Fe offers its employees. Savant X will expand their footprint in year five of this expansion. Software development is considered manufacturing if 51% of their customers are outside of New Mexico. Their proprietary software is utilized by the Department of Defense, the nuclear power industry and other industries utilizing quantum analytics. The LEDA funds will accelerate Savant X growth and anchor

them to Santa Fe. The LEDA grant will be administered and monitored by existing staff. Savant X is required to provide quarterly reports and me et the job creation and payroll goals outlined in the PPA in order for mo nies to be disbursed. The LEDA grant is secured by as required by ordinance and State statue before any mo nies can be disbursed. Savant X as part of its reporting, will provide affidavits and ES 903a employment reports to document the job creation and payroll.

Fiscal Implications:

This project will positively impact the Santa Fe economy and the City's budget. According to the Economic Impact Analysis (EIA) in Attachment B of the PPA, the EIA estimates that Savant X will generate approximately S5,062,736 in new revenues for the City from Savant X expansion over 10 years in gross receipts taxes, property taxes, fees and revenues. This equates to approximately $506,000 per year. The State will grant Savant X $450,000 and the City will match it with $50,000 for a total of $500,000. Therefore, for an investment of $500,000, the city and state will realize recurring revenue over ten years of $28.5 mi llion or $2.8 million **per year. Therefore, the investment would result in positive revenue generation for the Santa Fe and New Mexico economies.**

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2020-2021	FYE 2021-2022	FYE 2022-2023 through FYE 2029-2030	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	10-Year Total Cost
Personnel and Benefits*	$10,000	$10,000	$80,000	N	R	100	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 18,000	$36,000	$446,000		NR	212	
Operating	$	$	$				$
Total:	$ 28,000	$46,000	$526,000				$600,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Existing personnel will absorb the costs of administering the Project Participation Agreement. The disbursement schedule of public monies for the PPA will be accomplished in the following manner going forward: FY 2020-2021 - $18,000, FY 2021-2022 - $36000 and FY 2022-2023 – FY 2029-2030 $446,000. City funds for disbursement will not be utilized until FY 2023-2024 in the amount of $10,000. Disbursements of city monies will continue through FY 2026-2027, the final city disbursement will be for $5,000 in FY 2029-2030. State monies will be disbursed in FY 2020-2021 and will continue through FY 2026-2027. Savant X will be disbursed the monies when they meet the job creation, payroll and construction goals identified in the PPA.

Revenue Type	FYE 2020-2021	FYE 2023-2024	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$450,000	$	$	NR	212
Total	$450,000	$	$		

Revenue Narrative:

In FY 2020/2021, the city would receive $ 450,000 in revenues from the state NM LEDA Fund for a LEDA grant.

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2020, by and between the City of Santa Fe, a municipal corporation (hereinafter referred to as the "City") and Savant X, Inc., a Delaware Corporation registered as a foreign profit corporation in the State of New Mexico (hereinafter referred to as the "Qualifying Entity", "Q/E", or "Savant X").

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (LEDA) NMSA 1978, §§ 5-10-1, et seq., to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, LE DA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

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

WHEREAS Savant X, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer which is a "manufacturer" of products that creates economic base jobs. § 11-11.4 (A) SFCC (1987); NMSA 1978, § 5-10-3 (K);

WHEREAS, all requirements under the Economic Development Ordinance to enter into this Agreement have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) and for the City to act as fiscal agent for the grant monies ("Grant Monies") granted b y the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Grant Monies for lease payments, construction costs and materials associated with the interior renovation of its facilities, and to improve or construct infrastructure, telecommunications, broadband connectivity, and other infrastructure necessary to provide or improve service to the facility (the "Project") located at 504 Jose St., Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan;

WHEREAS, the City's total maximum contribution of Grant Monies to the Project is Fifty Thousand Dollars and No Cents ($50,000.00); New Mexico's maximum contribution to the Project will not exceed Four Hundred Fift y Thousand Dollars and No Cents ($450,000.00) from the New Mexico LEDA Fund ("NM LEDA Fund") pursuant to an intergovernmental agreement between the Cit y and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute up to Two Million Four Hundred Ninety Thousand Sixty-Eight Dollars and No Cents ($2,490,068.00) to the Project; and

WHEREAS, the Q/E will spend up to One Million One Hundred Ninet y-Eight Dollars and No Cents ($1,198,000.00) in furniture, fixtures, and tenant improvements by approximately July 30, 2030;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths;" "Pursue overall affordability where local wages can support living in Santa Fe (reduce leakage);" and "Bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the City, State, and the Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) a schedule for project development and goal attainment; (5) the security being offered for the City's and State's investment; (6) the procedures by which the project may be terminated and the City's investment recovered; (7) the time period for which the City shall retain an interest in the Project; (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

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

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

A. Contributions of the State and the City. The maximum Grant Monies that may be disbursed under this Agreement shall be Five Hundred Thousand Dollars and No Cents ($500,000.00) as described below:

(1) City Contribution. This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to Fifty Thousand Dollars and No Cents ($50,000.00) for lease payments, infrastructure improvements to the interior of the building and site, design, development, installation of infrastructure, and construction of tenant improvements to the facility.

(2) State Contribution: This Agreement governs the State's contribution of up to Four Hundred Fifty Thousand Dollars and No Cents ($450,000.00) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment D**, the terms of which are incorporated into this Agreement. The State monies will be available for reimbursement tranches upon completion of the disbursement milestones as identified in **Attachment E**.

(3) Disbursement of Grant Monies: Dispersal of the NM LEDA Funds by the State and the City's economic development funds are contingent upon the following:

(a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant up to $450,000 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, and supporting documentation of the completion of performance milestones at each project phase necessary for disbursement as referenced in the Job Creation Commitment and Schedule in **Attachment A**. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA, as further limited below:

(i) Lease Payments; and

(ii) Design, development, and construction of building, infrastructure and tenant improvements to the building and site.

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

(c) The City shall reimburse to the Q/E up to Fifty Thousand Dollars and No Cents ($50,000) in City Grant Monies. The City monies will be available for disbursement in the tranches as identified in **Attachment E**.

(4) If Grant Monies from the City and State do not fully fund the Project; the Q/E shall contribute any additional funds necessary to fund the remainder of the Project.

B. Contributions of the Q/E.

(1) Financial Investment: The Q/E shall contribute up to Two Million Four Hundred Ninety Thousand and Sixty-Eight Dollars ($2,490,068) or more to complete the Project.

(2) Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

(3) Direct Economic Output: The Project is estimated to generate $108,057,364 in direct salaries for operations over a ten (10) year period. The total estimated direct economic output for the expansion of the facility is $155,768,687 over the next ten (10) years, as is further

described in the Economic Impact Report. (See p. 4 of **Attachment C**.)

(4) Expanded Tax Base: As a result of the completion of the Project, the Q/E is expected to generate contributions to the City's tax base, as projected in the Economic Impact Report. Net benefits for the City generated b y this Project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes, and other use taxes) are estimated to be $876,710 over the next ten (10) ye ars. (See p. 8 of **Attachment C**.)

(5) Proportional Investment: The Q/E at its discretion may decide to not accept the entire $500,000.00 in Grant Monies for the Project. If the Q/E does not accept the entire Grant Monies, then the capital investment and job creation requirements would then decrease proportionally to the level of Grant Monies accepted. The Q/E shall notify the City thirty (30) days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

By June 30, 2021, the Q/E shall employ at least six (6) new New Mexico based employees in the City of Santa Fe, and in accordance with the minimum average annual salary as described in the Job Creation Commitment and Schedule. See **Attachment A**.

(1) By June 30, 2025, the Q/E shall employ no fewer than fifty-six (56) new New Mexico based employees in the City of Santa Fe, while retaining the prior employment figures, in accordance with the minimum average wage data points in **Attachment A**.

(2) By June 30, 2030, the Q/E shall employ no fewer than one hundred twenty-eight (128) new New Mexico based employees in the City of Santa Fe, while retaining the prior employment figures, in accordance with the minimum average wage data points in **Attachment A**.

(3) Q/E's contribution as set forth in Paragraph 1.B herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the job creation prerequisites in **Attachment A** (see **Attachment C** for recommended form) Quarterl y reports shall be in the form of an affidavit signed by an officer of the Q/E. Quarterl y reports shall include a copy of FORM ES-903a, or an equivalent document as required b y the New Mexico Department of workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include the number of new jobs, the average wage of the new employees,

cumulative employment, retention of existing employees, and total payroll. The City's review of the quarterly reports shall determine whether the Q/E is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of thirty (30) days' notice if a report or presentation to the governing bod y or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Certification of Non-Interest. The Q/E shall certify to the City that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the Cit y or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) ye ar thereafter, has an y interest, direct or indirect, in the Q/E or an y contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.A is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within sixty (60) days of the City receiving the quarterly report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how man y da ys it has to cure the Default or repay the Grant Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue an y and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment by the Q/E of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations

C. In the event the Q/E ceases operations and closes its facility before the end of year five (5) of this Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Grant Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates clawback of the Grant Monies, at which point costs, expenses (including

City staff time), and attorney's fees will accrue to the repayment amount. The City shall not initiate such a clawback during the period from the time the Q/E sends the notice described in Section 4(c) until the time that the repayment contemplated by the notice is not made in accordance with the notice.

B. The Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Grant Monies at least forty- five (45) days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Grant Monies (including an y costs, fees and expenses resulting from claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the security interest, and the City will release the securit y interest within a reasonable time after receiving the Q/E's written request.

C. Within thirty (30) days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The Cit y will reimburse the New Mexico Economic Development Department its portion of the repaid Grant Monies within sixty (60) days after the Cit y receives the repaid monies from the buyout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

A. This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement; however if the Q/E is found by the City to be in Default, then the City may elect to demand financial reimbursement by the Q/E.

B. The Grant Monies must be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As securit y for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C. Acceptable securitization methods include, without limitation, an irrevocable stand-b y letter of credit from an issuing financial institution, with the City as beneficiary, from which the City may immediately draw down upon the City's presentation of a demand for payment and evidence of Q/E's Default ("Irrevocable Letter of Credit"). If s ecured b y this method, then the Irrevocable Letter of Credit shall have a term that extends to the term of this Agreement (either via the full duration in the base term or via automatic one- ye ar extensions terminable at the sole option and discretion of the City). At an y given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project, the maximum being $500,000. Funds from the Irrevocable Letter of Credit may be drawn in one drawing or from time-to-time in or one or more partial drawings on or before the expiration date. Attached hereto and incorporated herein is **Attachment A**, which sets forth the clawback terms.

D. During the term of this Agreement, the Q/E may request a full or partial release of the securit y interest with the substitution of collateral, repayment of the disbursed appropriation, or proof that the Q/E has met the Economic Development Goals, in part or in whole, under this

Agreement. An y full or partial release of the security interest will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met, which are no longer subject to clawback and according to **Attachment A**.

E. Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. TERM; SUNSET

This Agreement shall remain in force for ten (10) ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonabl y determines that the objectives under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

7. TERMINATION

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least fort y-five (45) days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Grant Monies in full within forty-five (45) days prior to the Q/E's intent to repay in full the Grant Monies. However, such pre-paying and repayment in full shall be reduced to the extent Economic Development Goals have been met.

8. STATUS OF THE Q/E

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solel y responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained b y Q/E contractors in the performance of the services under this Agreement.

9. ASSIGNMENT AND SUCCESSORS; BINDING EFFECT

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. Any purported assignment of rights is a violation of subsection (B) and is void.

10. INDEMNIFICATION; LIABILITY

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

11. INSURANCE

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance compan y reasonably 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 propert y. Such insurance shall provide that the City is named as an additional insured and that the Cit y shall be notified no less than thirty (30) days in advance of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

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

12. 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.

13. THIRD PARTY BENEFICIARIES

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

14. RECORDS AND AUDITS

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five (5) business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made b y the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

16. **RELEASE**

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

17. **CONFIDENTIALITY**

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

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In an y action, suit, or legal dispute arising from this Agreement, the Q/E 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.

19. **AMENDMENT**

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

20. **SCOPE OF AGREEMENT**

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

21. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630 . The Q/E hereb y agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses, and expenses in any manner to the extent arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers, or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal emplo ym ent opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as an y subsequent changes to such article throughout the term of this Agreement.

22. **APPLICABLE LAW**

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

23. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employm ent position to be used in the performance by the Q/E 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.

24. **SEVERABILITY**

In case an y 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 an y other application thereof shall not in any way be affected or impaired thereby.

25. **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:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Director of Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Edmond Heinbockel, Chief Executive Officer
Savant X, Inc.
1220 South Hwy 89
PO Box 14733
Jackson, WY 83002

With a copy to:
David G. Harlow, General Counsel
1855 N. Oak Lane
Provo, UT 84604

26. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney

APPROVED:

Mary T. McCoy, Finance Director

2122800.510400
Munis Org Number

QUALIFYING ENTITY:
Savant X, Inc.

Edmond Heinbockel
CEO and President

By: _____

Employer ID Number: 03-394504-00-7
City of Santa Fe Business ID Number:

[ACKNOWLEDGEMENT FOLLOWS]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Notarized Affidavit

This instrument was acknowledged before me on this ____ day of _____, 2020, by EDMOND HEINBOCKEL, as the Chief Executive Officer and President of Savant X, Inc., a foreign profit corporation.

_____
Notary Public

My commission expires:

Attachment A

Job Creation Commitment and Schedule (Net New Jobs) ❖*

Year	*Net New Jobs Hiring Target*	*Jobs Retained From Prior Years*	*Payroll for New Jobs*	*Job Determination Period*		*Clawback % on Job Creation Shortfall^^^*
1	6	0 (starting headcount)	$582,000	01 July 2020	30 June 2021	100%
2	6 + 9 = 15	6	$1,455,000	01 July 2021	30 June 2022	100%
3	15 + 11 = 26	15	$2,522,000	01 July 2022	06 June 2023	100%
4	26 + 13 = 39	26	$3,783,000	01 July 2023	30 June 2024	100%
5	39 + 17 = 56	39	$5,432,000	01 July 2024	30 June 2025	100%
6	56 + 15 = 71	56	$6,887,000	01 July 2025	30 June 2026	90%
7	71 + 14 = 85	71	$8,245,000	01 July 2026	30 June 2027	80%
8	85 + 16 = 101	85	$9,797,000	01 July 2027	30 June 2028	70%
9	101 + 10 = 111	101	$10,767,000	01 July 2028	30 June 2029	60%
10	111 + 17 = 128	111	$12,416,000	01 July 2029	30 June 2030	50%
Note						
Total	*128*					
Addt'l Notes: All 128 new jobs must be retained until June 30, 2030 for compliance						

Starting Headcount (JTIP Eligible):	0	*As of*:	June 30, 2020

^^^ Clawback percentage is calculated on job creation shortfall at expiration or termination of the PPA, whichever is earlier. Clawback formula = (Job Creation % Shortfall) x (Cumulative Grant Monies Distributed), where Job Creation % Shortfall is (1 - (actual jobs / cumulative hiring target))*100%.

❖ Cumulatively, the retained and new jobs must maintain a minimum average annual salary of $97,000 not including additional benefits ("Average Salary"). Wages of jobs retained from prior years must equal or exceed the wage requirements for those jobs as described herein. Onl y New Mexico-based employees count towards job creation.

Attachment B

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF SAVANTX RESEARCH CENTER IN SANTA FE, NM

June 19, 2020

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

CONTENTS

Economic Impact
- Introduction....4
- Description of the Project....4
- Economic Impact Overview....4

Fiscal Impact
- Fiscal Impact Overview....6
  - State of New Mexico....7
  - Santa Fe....8
  - Santa Fe County....9
  - Santa Fe Public Schools....9
  - Other Taxing Districts....10

Public Support
- City Non-Tax Incentives....11

Methodology
- Overview of Methodology....15
- About Impact DataSource....17

Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

To establish a corporate research center to expand current and develop future software tools for advanced data analytics (X-Analytics) that provide visualization and understanding of many types of data. The New Mexico location will be the technology backbone of the corporation. The ten-year plan is to hire 128 persons with at least 50% of the new hires recruited from the surrounding national labs and New Mexico universities. Halfway through the project, we calculate the need for additional space, so we will either add a second location or move into a much larger one. The mission of the New Mexico facility is solely research, and all sales and customer support will continue to be in Wyoming and at customer locations internationally. There are no SavantX customers in New Mexico; however, one current US Air Force project (a multi-year contract with the 16th Air Force) may be shared with all combat bases in the future, including the ones in New Mexico.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 128.0 workers directly employed by the Project will earn approximately $97,000 per year initially. This direct activity will support 162.5 indirect and induced workers in the state earning $65,000 on average. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $201.3 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately $34.5 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$155,768,687	$103,882,137	$259,650,824
Number of permanent direct, indirect, and induced jobs to be created	128.0	162.5	290.5
Salaries to be paid to direct, indirect, and induced workers	$108,057,364	$93,253,507	$201,310,871
Taxable sales and purchases	$19,177,690	$15,372,262	$34,549,952

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately 50.0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 2. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	64.0	0.0	64.0
Number of new residents in the County	166.4	0.0	166.4
Number of new residential properties to be built in the County	6.7	0.0	6.7
Number of new students expected to attend local school district	32.3	0.0	32.3

The Project is estimated to support an average of approximately $0.1 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$27,770	$0	$0	$12,000	$12,000	$39,770
2	$76,275	$0	$0	$28,800	$28,800	$105,075
3	$137,486	$0	$0	$47,800	$47,800	$185,286
4	$212,415	$0	$0	$68,600	$68,600	$281,015
5	$312,554	$0	$0	$104,800	$104,800	$417,354
6	$407,779	$0	$0	$137,600	$137,600	$545,379
7	$497,382	$0	$0	$167,233	$167,233	$664,616
8	$603,380	$0	$0	$199,567	$199,567	$802,947
9	$680,112	$0	$0	$231,200	$231,200	$911,312
10	$809,216	$0	$0	$273,867	$273,867	$1,083,083

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 3.0% per year. The Project's real property is assumed to appreciate at a rate of 3.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

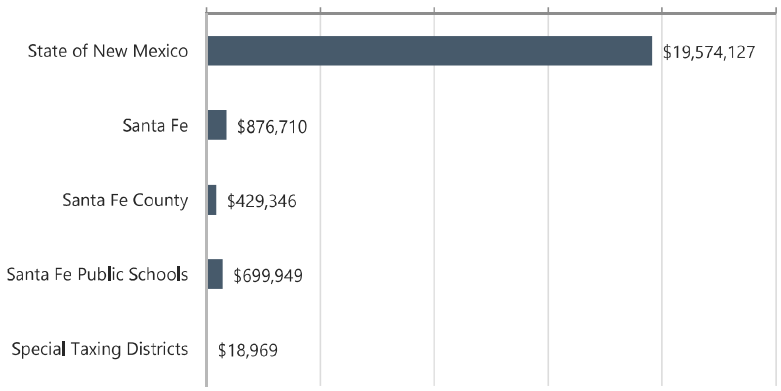
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $876,700 in net benefits over the 10-year period and the Project will generate $21,599,100 in total for all local taxing districts.

Table 3. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$23,959,316	($4,385,189)	$19,574,127	$12,267,900
Santa Fe	$1,613,475	($736,765)	$876,710	$549,749
Santa Fe County	$599,010	($169,663)	$429,346	$268,959
Santa Fe Public Schools	$1,387,944	($687,995)	$699,949	$436,507
Special Taxing Districts	$18,969	$0	$18,969	$11,807
Total	$27,578,713	($5,979,612)	$21,599,101	$13,534,923

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 6.75% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

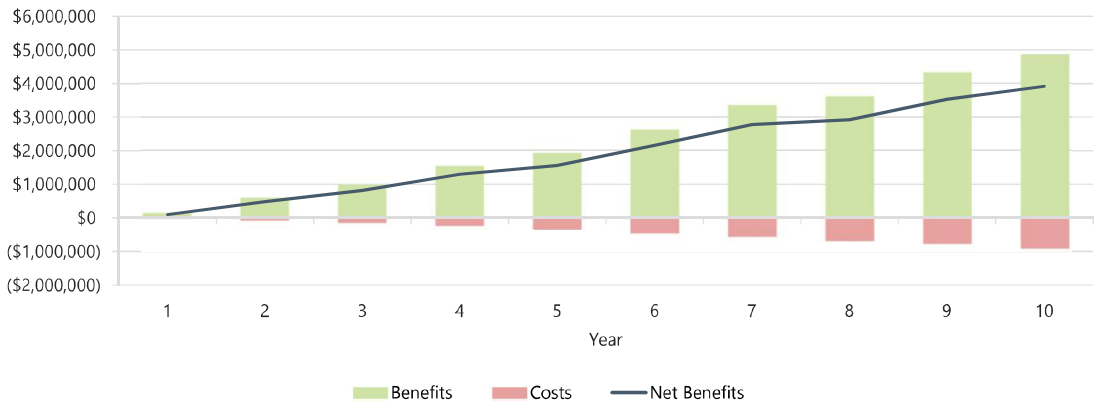
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 4. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$1,347,448
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$1,729
Property Taxes - New Residential	$5,120
Personal Income Taxes	$9,159,645
Corporate Income Taxes	$155,236
Miscellaneous Taxes & User Fees	$13,290,138
Subtotal Benefits	$23,959,316
Cost of Providing State Services	($4,385,189)
Subtotal Costs	($4,385,189)
Net Benefits	$19,574,127
Present Value (6.75% discount rate)	*$12,267,900*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



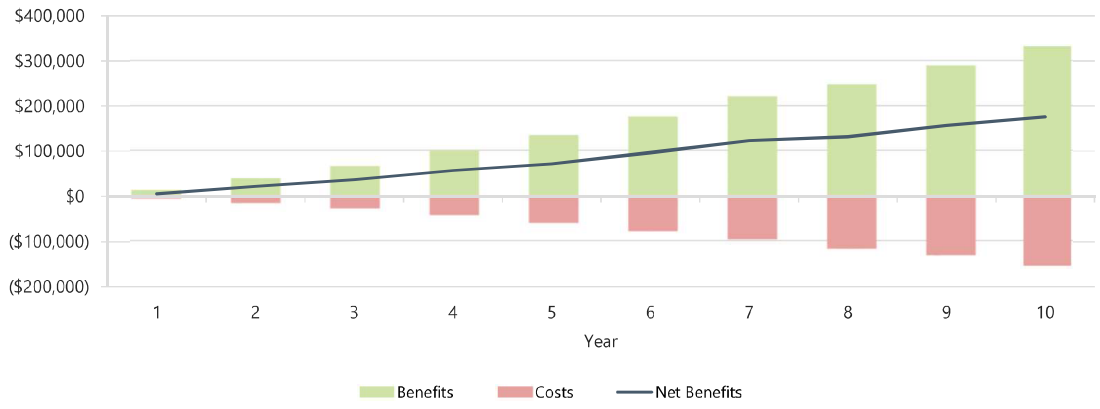
Santa Fe

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 5. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$922,550
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$4,788
Property Taxes - New Residential	$8,278
Utility Revenue	$373,219
Utility Franchise Fees	$44,276
Building Permits and Fees	$0
Lodgers Taxes	$624
Miscellaneous Taxes & User Fees	$259,740
Subtotal Benefits	$1,613,475
Cost of Providing Municipal Services	($352,350)
Cost of Providing Utility Services	($384,415)
Subtotal Costs	($736,765)
Net Benefits	$876,710
Present Value (6.75% discount rate)	*$549,749*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe



Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 6. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$406,633
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$17,766
Property Taxes - New Residential	$29,908
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$144,702
Subtotal Benefits	$599,010
Cost of Providing County Services	($169,663)
Subtotal Costs	($169,663)
Net Benefits	$429,346
Present Value (6.75% discount rate)	*$268,959*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 7. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$12,469
Property Taxes - New Residential	$35,344
State Equalization Guarantee	$1,340,131
Subtotal Benefits	$1,387,944
Cost of Educating New Students	($687,995)
Subtotal Costs	($687,995)
Net Benefits	$699,949
Present Value (6.75% discount rate)	*$436,507*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$5,078
Property Taxes - New Residential	$13,891
Benefits	$18,969
Present Value (6.75% discount rate)	*$11,807*

City Non-Tax Incentives

The City is considering the following non-tax incentives for the Project.

Table 12. City Incentives Under Consideration

Year	City LEDA
1	$50,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$50,000

These financial incentives may be considered an investment in the Project made by the city. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

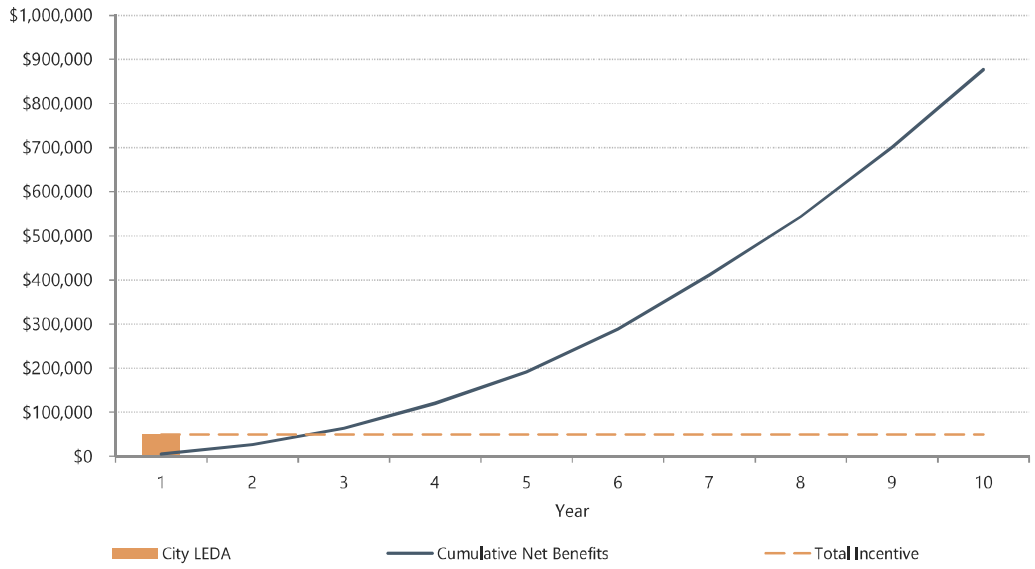
Table 13. Analysis of City Incentives

Total Non-Tax Incentive	$50,000
Incentive Per Job	$391
Rate of Return	175.3%
Payback period (years)	2.6

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 4. City Incentives Under Consideration



State Incentives

The state is considering the following incentives for the Project.

Table 16. State Incentives Under Consideration

Year	LEDA, JTIP, and other Tax Credits
1	$10,811,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$10,811,000

These financial incentives may be considered an investment in the Project made by the state. Four calculations analyzing possible investments were made:

1. Net Benefits – detailed above
2. Present Value of Net Benefits – detailed above
3. Rate of Return on Investment – discussed and detailed below
4. Payback Period – discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

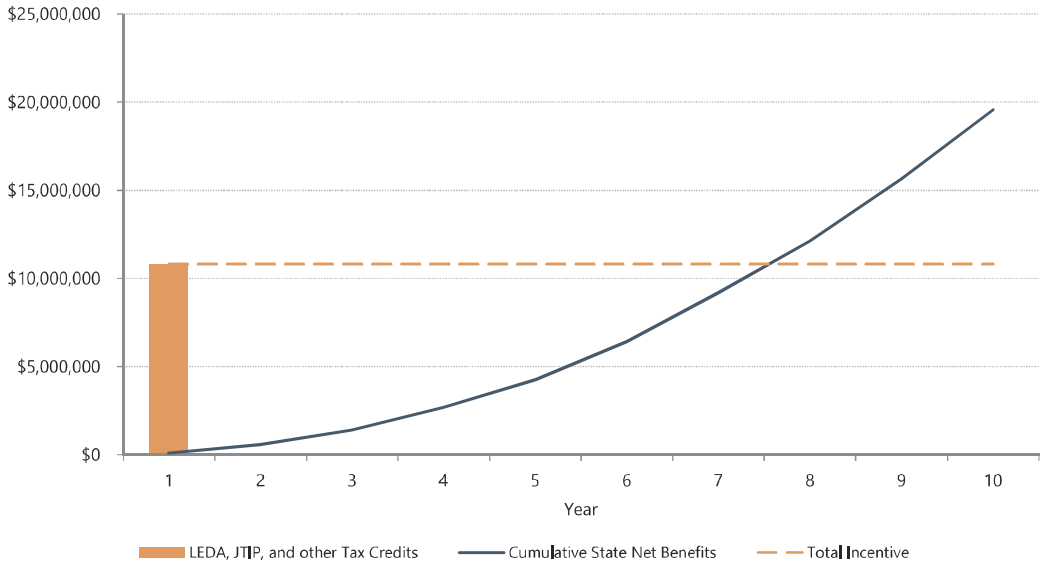
Table 17. Analysis of State Incentives

Total State Incentives	$10,811,000
Incentives Per Job	$84,461
Rate of Return	18.1%
Payback period (years)	7.6

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



State LEDA is @ $450k, JTIP is @ $4.4M, High Wage Jobs Tax Credit is @ $5.9M, Mfg. Investment Tax Credit is @ $61k. For a total state incentive of $10,811,000. The City is @ $50k in LEDA

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.5101	1.6802	2.2694
Earnings Multiplier	(Type II Direct Effect)	1.3468	1.4624	1.8630

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources -- revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups -- residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the County
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

Attachment C

Savant X, Inc.

Sample Affidavit Quarterly Report

Affidavit

Whereas agreed by the Project Participation Agreement (PPA) dated XXX between the City of Santa Fe (City) and Savant X, Inc. (QE), the QE will provide quarterly reports in the form of a signed affidavit indicating how the QE has met the Job Creation Schedule in Attachment A, I, Edmond Heinbockel, CEO, make an oath and say that:

1. As of XXX (date) the QE had fully occupied the facility.

2. See attached schedule of new hires in xxx (quarter). The average annual salary for full-time equivalent employee (FTE) new hires is XXX. An FTE is defined as 32 hours per week in Attachment A of the project participation agreement.

3. As of XXX (date) the QE has a cumulative number of new employees of XXX (number of newl y hired employees.

4. As of XXX (date) the QE has retained XXX number of emplo ye es for a total head count of XXX (employees).

3. Certification of on-Interest: I, Edmond Heinbockel, certify to the City that no member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one ye ar thereafter, shall have any interest, direct or indirect, in the QE or an y contract or subcontract, or the process thereof, for work to be performed in conjunction with the Project that is the subject of this agreement.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

_____ Date

_____ Edmond Heinbockel, CEO and President of Savant X, Inc.

SUBSCRIBED AND SWORN TO ME

On the _____ day of _____

_____ Notary Public

My commission expires: _____

Attachment D

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City o f Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NMEDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1, et seq., ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts…" Section 5-10-2(B); and

WHEREAS, the City h as adopted LEDA by O rdinance 2004-42, which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No._____ ("Ordinance") to approve the economic development project ("Project") to secure the expansion of Savant X, Inc., a Delaware corporation ("Savant X") within the City; and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with Savant X, Inc. and, pursuant to the terms of that PPA, Savant X, Inc. will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as **Exhibit E**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Four Hundred Fifty Thousand Dollars and No Cents ($450,000.00) (the "State Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed Four Hundred Fifty Thousand Dollars and No Cents

($450,000.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to the LEDA statutes. In exchange for the appropriation, Savant X, Inc. will create 128 new jobs and contribute up to Two Million Four Hundred Ninety Thousand Sixty-Eight Dollars ($2,490,068) in capital investment within ten (10) years after the execution of this Agreement. The EDD expressly agrees that "new" jobs are those jobs created by Savant X on or after the effective date of signed Project Participation Agreement. The City will quarterly review the Project timeline and progress until the ten year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $450,000.00 in State Funds has been reimbursed to EDD. In the event that Savant X, Inc. falls below the hiring target in any given period, reimbursements will be suspended until hiring target is achieved and sustained for at least ninety (90) days.

The EDD and the City agree that failure of Savant X, Inc. to make its required contribution, as defined in the PPA, will result in a violation of the terms and conditions of the PPA. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement by reference. All State Funds recaptured from Savant X by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the State.

2. Notify the EDD in writing of any default by Savant X, Inc. within 30-60 days of the event of default, as defined in the PPA ("Default");

3. Serve as fiscal agent for the State Funds transferred to it under this Agreement;

4. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed State Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the City Council accepting the Project for Savant X as a qualifying entity pursuant to LE DA. Such documentation shall include a fully executed copy of the Savant X security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

5. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of State Funds described in this Agreement; and

6. Monitor job creation by Savant X, Inc. and report the number of jobs created each quarter to EDD for a period of ten (10) years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by Savant X,

In c. to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties have created a schedule as listed in **Attachment A** of the PPA, which is hereb y incorporated into this Agreement and made a part hereof by this reference as though set forth in full.

SECTION 5. CITY CERTIFICATIO NS:

As fiscal agent, the City hereb y assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State Funds;
2. It has the legal authorit y to receive and expend the State Funds;
3. It will enforce the provisions of Ordinance No. _____ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economi c development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Savant X;
6. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert an y propert y acquired or developed pursuant to this Agreement to uses other

than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;

8. It will notify the EDD of any Default within sixty (60) days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured by Savant X, Inc., in accordance with the PPA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Savant X to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Four Hundred Fifty Thousand Dollars and No Cents ($450,000.00) from the Appropriation to the City for expenditures made to implement the Project; and

2. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Savant X, Inc. documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPA, have been satisfied, or until the PPA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus State Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Savant X, Inc., which Savant X, Inc. is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Savant X, Inc. is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Descartes Labs, Inc. with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

If to the EDD:

Attn: Mark Roper
Division Director
New Mexico Economic
Development Department
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mark.Roper@state.nm.us

If to the City:

Attn: Richard Brown
Director, Office of Economic
Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
rdbrown@santafenm.gov

SECTION 13. AMENDMENTS:

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

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:



Erin K. McSherry, City Attorney

APPROVED:

_____

Mary McCoy, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes, Cabinet Secretary

Date: _____

By: _____

Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

Attachment E

Savant X, Inc.

LEDA Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
October 30, 2020	$9,000 (State). Lease Abatement: (State: $3,000 per month)	Obtain Certificate of Compliance and Business License and submit proof of payment for allowable expenditures.
January 31, 2021	$9,000 (State). Lease Abatement: (State: $3,000 per month)	Retain employees hired in July 31 – September 30, 2020. Submit invoice and proof of payment.
July 31, 2021	$18,000 (State). Lease Abatement: (State: $3,000 per month)	Hire a minimum of 6 new employees and minimum annual payroll of $582,000.
January 31, 2022	$18,000 (State). Lease Abatement: (State: $3,000 per month)	Retain employees with a minimum total headcount of 6 and an annual payroll of $582,000.
July 31, 2022	$18,000 (State). Lease Abatement: (State: $3,000 per month)	Hire a minimum of 9 new employees. Retain 6 employees and total headcount of 15 employees and a minimum annual payroll of $1,455,000.
January 31, 2023	$23,000 (State - $18,000; City - $5,000). Lease Abatement: (State: $3,000 per month; City: $2,500 per quarter)	Retain employees with a minimum total headcount of 15 employees and a minimum annual payroll of $1,455,000.
July 31, 2023	$23,000 (State - $18,000; City - $5,000). Lease Abatement: (State: $3,000 per month; City: $2,500 per quarter)	Hire a minimum of 11 new employees. Retain 15 employees and total headcount of 26 employees and a minimum annual payroll of $2,522,000.
January 31, 2024	$26,600 (State - $21,600; City - $5,000). Lease Abatement: (State: $3,600 per month; City: $2,500 per quarter)	Retain employees with a minimum total headcount of 26 employees and a minimum annual payroll of $2,522,000.

Attachment E

Savant X, Inc.

LEDA Disbursement Schedule

July 31, 2024	$26,600 (State - $21,600; City - $5,000). Lease Abatement: (State: $3,600 per month; City: $2,500 per quarter)	Hire a minimum of 13 new employees. Retain 26 employees and total headcount of 39 employees and a minimum annual payroll of $3,783,000.
January 31, 2025	$55,400 (State - $50,400; City - $5,000). Lease Abatement: (State: $8,400 per month; City: $2,500 per quarter)	Retain employees with a minimum total headcount of 39 employees and a minimum annual payroll of $3,783,000.
July 31, 2025	$55,400 (State - $50,400; City - $5,000). Lease Abatement: (State: $8,400 per month; City: $2,500 per quarter)	Hire a minimum of 17 new employees. Retain 39 employees and total headcount of 56 employees and a minimum annual payroll of $5,432,000.
January 31, 2026	$55,400 (State - $50,400; City - $5,000). Lease Abatement: (State: $8,400 per month; City: $2,500 per quarter)	Retain employees with a minimum total headcount of 56 employees and a minimum annual payroll of $5,432,000.
July 31, 2026	$55,400 (State - $50,400; City - $5,000). Lease Abatement: (State: $8,400 per month; City: $2,500 per quarter)	Hire a minimum of 15 new employees. Retain 56 employees and total headcount of 71 employees and a minimum annual payroll of $6,887,000.
January 31, 2027	$55,400 (State - $50,400; City - $5,000). Lease Abatement: (State: $8,400 per month; City: $2,500 per quarter)	Retain employees with a minimum total headcount of 71 employees and a minimum annual payroll of $6,887,000.
July 31, 2027	$46,800 (State - $46,800). Lease Abatement: (State: $8,400 per month)	Hire a minimum of 14 new employees. Retain 71 employees and total headcount of 85 employees and a minimum annual payroll of $8,245,000.
July 31, 2030	$5,000 (City). Lease Abatement: (City: $2,500 per quarter)	Hire a minimum of 43 new employees. Retain 128 employees and total headcount of 128 employees and a minimum annual payroll of $12,416,000. Complete an end of Project Review.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

a) Consideration of Bill No. 2020-__: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Savant X, Inc. for Design, Development and Construction of Tenant Improvements; and Lease Payments, Expansion of a Corporate Research Center, a Local Economic development Project. (Mayor Webber and Councilor Vigil Coppler) (Fabian Trujillo, Office for Small Business Growth Manager, ftrujillo@santafenm.gov, 505-955-6912).

Fiscal Impact: $500,000 (LEDA Fund)

COMMITTEE REVIEW:

Economic Development Advisory Committee:	8/12/20
City Council (request to publish):	8/12/20
Finance Committee:	8/31/20
City Council (public hearing):	9/09/20

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL			X
COUNCILOR CASSUTT-SANCHEZ	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:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-20
Department Reorganization (Substitute)

Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-20:

1. On page 28, line 20 after the second occurrence of "the" ***insert*** "planning and"

2. On page 28, line 21 remove the brackets and the line through "department" and ***strike*** "division"

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10236.1(A)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-20
Department Reorganization

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-20:

1. On page 3 line 22 ***strike*** "his"
2. On page 3 line 25 ***strike*** "his" and ***insert*** in lieu thereof "the finance officer's"
3. On page 4 line 7 ***strike*** "his" and ***insert*** in lieu thereof "the finance officer's"
4. On page 5 line 12 ***strike*** "his" and ***insert*** in lieu thereof "an"
5. On page 5 line 13 ***strike*** "his" and ***insert*** in lieu thereof "a"
6. On page 6 line 1 ***strike*** "his" and ***insert*** in lieu thereof "the applicant's"
7. On page 8, line 7 ***strike*** "Workmen's" and ***insert*** in lieu thereof "Worker's"
8. On page 8, line 8 ***strike*** "workmen's" and ***insert*** in lieu thereof "worker's"
9. On page 11, line 3 ***strike*** "firemen" and ***insert*** in lieu thereof "firefighters"
10. On page 11, line 3 ***strike*** "annoy,"
11. On page 11, line 3 ***strike*** "firemen" and ***insert*** in lieu thereof "firefighters"
12. On page 13, line 22 ***strike*** "safety" and ***insert*** in lieu thereof "the safety of all city employees"
13. On page 26 line 15 ***strike*** "his" and ***insert*** in lieu thereof "the city manager's"
14. On page 26 line 24 ***strike*** "his" and ***insert*** in lieu thereof "the"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10000.1(A)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-20
Department Reorganization

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-20:

1. On page 29, line 19 ***insert*** the following new Section:

"**Section 17.** An assessment process will be developed to provide a work environment review of the Community Engagement Department, Community Development Department, and Community Health and Safety Departments. Assessments will be administered by the 1) 180th day, and 2) 365th day of passage of this ordinance. Assessment data must be provided to the governing body within 30 days of assessments being administered. The assessment at a minimum will utilize a confidential process to administer a survey with the purpose of collecting data from all employees in the Community Engagement Department, Community Development Department, and Community Health and Safety Departments. The survey at a minimum will ask the following questions:

1. Has there been an increase in communication amongst employees in your newly created department?
2. Are you able to accomplish additional work responsibilities due to the reorganization of your department?
3. Has there been an increase in collaboration amongst department employees?
4. Are you able to complete your work responsibilities at a higher effective rate due to the reorganization of your department?"

Respectfully submitted,

_____
Michael Garcia, Councilor

Approved as to Form:

Marcos Martinez
Marcos Martinez (Sep 8, 2020 15:30 MDT)
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10236.1(C)

2020-20 Department Reorganization (Garcia Amend)

Final Audit Report 2020-09-08

Created:	2020-09-08
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe3hBtnzqUgQNwmgnqBhULBsjTxzges5a

"2020-20 Department Reorganization (Garcia Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-09-08 - 5:55:05 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-08 - 5:55:24 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-08 - 6:51:44 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-08 - 9:30:30 PM GMT - Time Source: server- IP address: 174.56.49.116

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Erin McSherry (ekmcsherry@santafenm.gov) and Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-09-08 - 9:30:30 PM GMT

POWERED BY Adobe Sign

FIR No. 3237

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Department Reorganization- Substitute Bill _____

Sponsor(s): **Mayor Webber**

Reviewing Department(s): **Finance Department, City Manager's Office**

Staff Completing FIR: Jarel LaPan Hill (City Manager), Mary McCoy (Finance Director), Bernadette Salazar (HR Director)_____ Date: 08/2720 Phone: _____

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: Mary McCoy Date: _____

Summary:
The Bill proposes to amend the City's code to reflect the organizational chart included in the Mayor's 2021 budget. Specifically, it creates the Community Development Department to include the Office of Affordable Housing, Land Use, Economic Development, Tourism, and Arts and Culture; creates the Community Health and Safety Department to include the Police, Fire, Office of Emergency Management, Recreation and Community Services. The Bill also assigns oversight and administration of the Constituent and Council Relations Department to the City Clerk's Office. In addition, it removes from code a City department that had not existed for years that was still included in code (the Housing and Community Development Department) and one that will no longer exist as a department after the reorganization. It adds an existing department that was not previously included in code, specifically, the Information Technology and Telecommunications Department.

Departments Affected:
The City Clerk's Office, Constituent and Council Relations, Parks and Recreation, Public Works, Community Services, Fire Department, Police Department, Office of Emergency Management, Economic Development, Land Use, Affordable Housing, Tourism, and Arts and Culture.

Consequences of Not Enacting Legislation:
If the Bill is not adopted, the code will inaccurately describe City government. The Mayor's FY21 budget would also not be reflected in law. This would create a few additional consequences:

- The reorganization was assumed in the City budget as adopted on July 29, 2020, failure to adopt this legislation would require a series of Budget adjustment (BARs) to undo the budget as passed. The BARS would include, for example, removing Recreation from Community Health and Safety and Parks from Public works and merging them again as well as separating City Clerk and Constituent and Council Services.
- Supervisory responsibilities of City Manager will remain 17, instead of the proposed 7.
- By not changing the current organizational structure, there will continue to be silos and less collaboration in addressing the needs of our community. The current structure lends to role confusion and continued confusion for residents and employees about where to go to address concerns and complaints. Some examples include but are not limited to weed removal and management, large object pick up, and responding to the needs of our homeless population. Lack of clarity in roles and responsibilities leads to inefficiencies and delay in resolution of the issue.
- By not formally coordinating efforts of PD, FD, Community Services and Emergency Management, we will continue to have siloed responses to the needs of our community instead of having a holistic approach to the problems we experience in our community such as homelessness, dependency issues, violence, etc.

- By not formally coordinating efforts of Community Engagement, City Clerk, and Council and Constituent Services, we will continue to have a fragmented approach to external communications and resident outreach. Formally coordinating these efforts will provide for a central hub for external communications and a more user-friendly platform of information for our community. By not centralizing our community engagement efforts we miss a chance to have a unified message and opportunity to communicate with our residents in a consistent manner.
- By not formally coordinating efforts of Community Development reduces the opportunities for these areas of the City to work together in a more collaborative manner to enhance neighborhood livability, better job opportunities, housing choices, and art and cultural expression.
- By not formally moving Parks to Public Works, we will continue to have issues with redundancy and overlap. Most noticeably in dealing with weeds. Also, by moving Parks into Public Works will combine similar types of work, equipment and functionality. The expectation is to see more efficient and effective service delivery to our community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill will remove several existing conflicts between code and operations and does not add any new conflicts.

Performance and Administrative Implications:
The purpose of the Bill is to improve the performance of the City by facilitating collaboration between departments and removing potential duplications of effort. These improvements will result in a better user experience for the residents and employees of the City of Santa Fe. This proposal does not add to the overall position count within the City.

Under this reorganization proposal:

- Out of an organization of over 1500 positions, only 13 individuals' roles are directly impacted by this reorg. (Community Development Director, Planning and Land Use Director, Tourism Director, Arts and Culture Director, Affordable Housing Director, City Clerk, Council and Constituent Services Director, Police Chief, Fire Chief, Community Services Director, Recreation Director, Police Public Safety Officer and Marketing and Special Events Coordinator).
- The number of employees in a supervisory role (including directors) does not increase. The current percentage of non-supervisory employees is 82% and the current percentage of supervisory employees is 18%.
- No City employees under the level of Director are having their wages or benefits impacted.
- No union member salaries or benefits were impacted.

Fiscal Implications:
The changes proposed in this bill will increase the salaries and benefits category by $20,121. The FY21 approved budget includes the funding for the $20,121 in salaries and benefits. The Governing Body unanimously approved the FY21 budget at the Governing Body meeting on 07/29/20 and subsequently DFA certified the FY21 budget in August 2020.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE 2022	FYE 2023	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	**$20,121**	**$20,121**	**$20,121**	N	R	Multiple	
Benefits*							
Capital Outlay	$ 0	$	$				
Contractual/	$ 0	$	$				
Professional Services							
Operating	$ 0	$	$				$
Total:	**$20,121**	**$20,121**	**$20,121**				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The changes proposed in this bill will increase the salaries and benefits category by $20,121 in All Funds in FY21. The FY21 approved budget includes funding for the $20,121 in salaries and benefits. The Governing Body approved the FY21 budget at the Governing Body meeting on 07/29/20 and subsequently DFA certified the FY21 budget in August 2020. The proposal includes reclassifying the Parks and Recreation Department Director (Range 27) position to a Recreation Director (Range 25) with a total salaries and benefits savings of $29,087 in the General Fund. The proposal includes reclassifying the Economic Development Department Director (Range 23) position to a Community Development Department Director (Range 29) with a total increase for salaries and benefits of $31,638, with 75% in the General Fund and 25% in the Economic Development Fund. The proposal includes reclassifying the vacant Assistant Fire Chief position (Range 24) to a Community Health & Safety Director (Range 29) with a total increase for salaries and benefits of $17,570 in the General Fund. By reclassifying the Assistant Fire Chief Position to the Community Health and Safety Director there will be a savings of $8.5 thousand due to the higher cost of benefits under the Fire PERA plan and the Enhanced Retiree Health Care plan.

Revenue

Revenue Type	FYE _2021_	FYE _2022_	FYE _2023_	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$12,212	$12,212	$12,212	R	100
Special Revenue	$7,909	$7,909	$7,909	R	212
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$20,121	$20,121	$20,121		

Revenue Narrative:

The FY21 approved budget includes funding for the $20,121 in salaries and benefits. The Governing Body approved the FY21 budget at the Governing Body meeting on 07/29/20 and subsequently DFA certified the FY21 budget in August 2020.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 08/26/2020

ISSUE:
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

QUALITY OF LIFE COMMITTEE ACTION: pulled from consent by Councilors Villarreal and Garcia. Approved.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL			X
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/17/2020
FOR CITY COUNCIL MEETING OF 08/26/20

c) 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	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

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

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2020-07-24 - 2:29:30 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-07-24 - 2:30:22 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-07-24 - 5:44:59 PM GMT- IP address: 23.103.200.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-07-24 - 5:46:45 PM GMT - Time Source: server- IP address: 174.62.11.171

Signed document emailed to Erin McSherry (ekmcsherry@santafenm.gov) and Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2020-07-24 - 5:46:45 PM GMT

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:

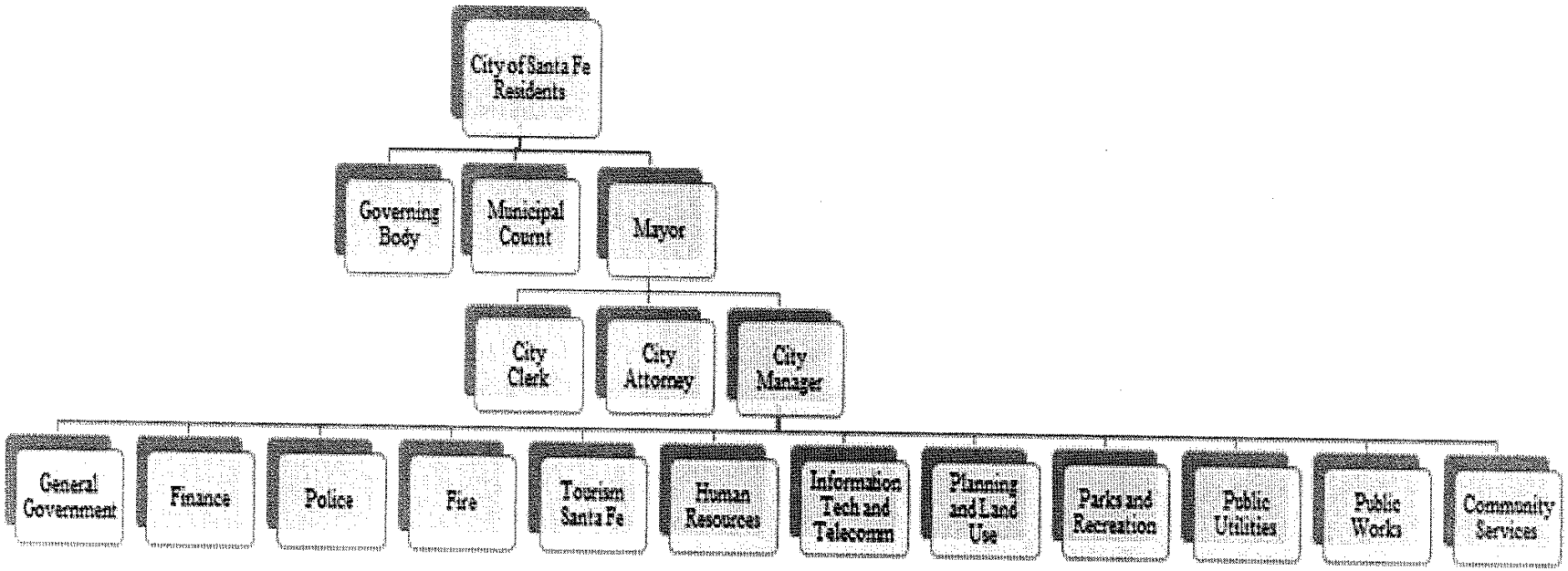
_____

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

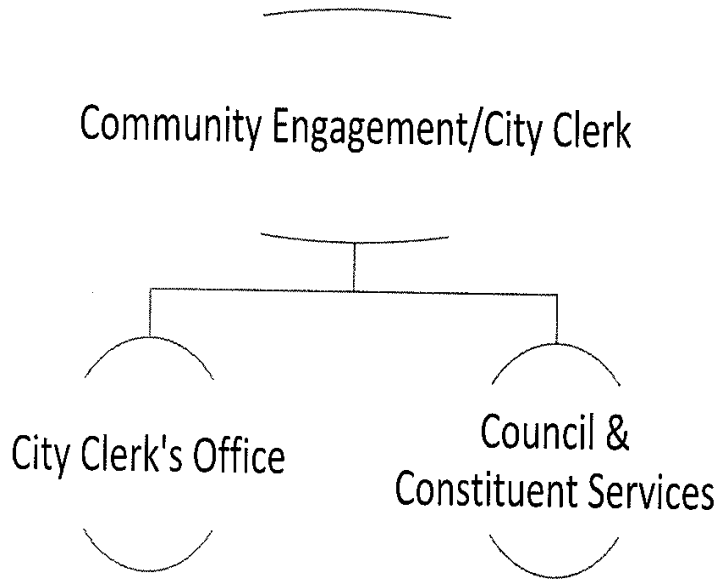
- Three primary re-organizations around the shared theme of Community:
  - Community Engagement
  - Community Development
  - Community Health and Safety

- 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

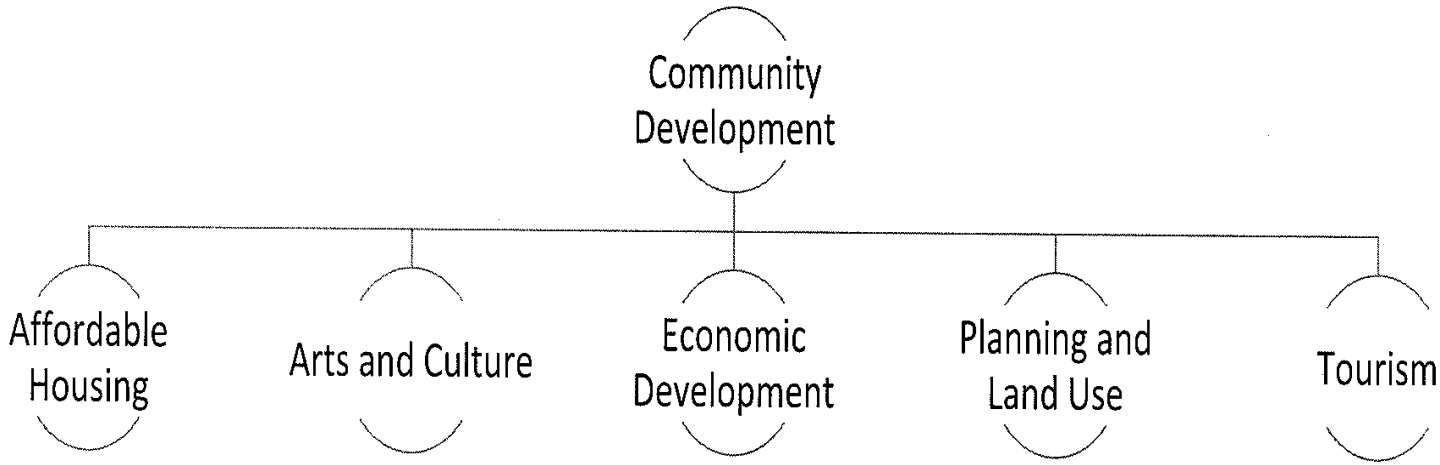
Reorganization Proposal

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.



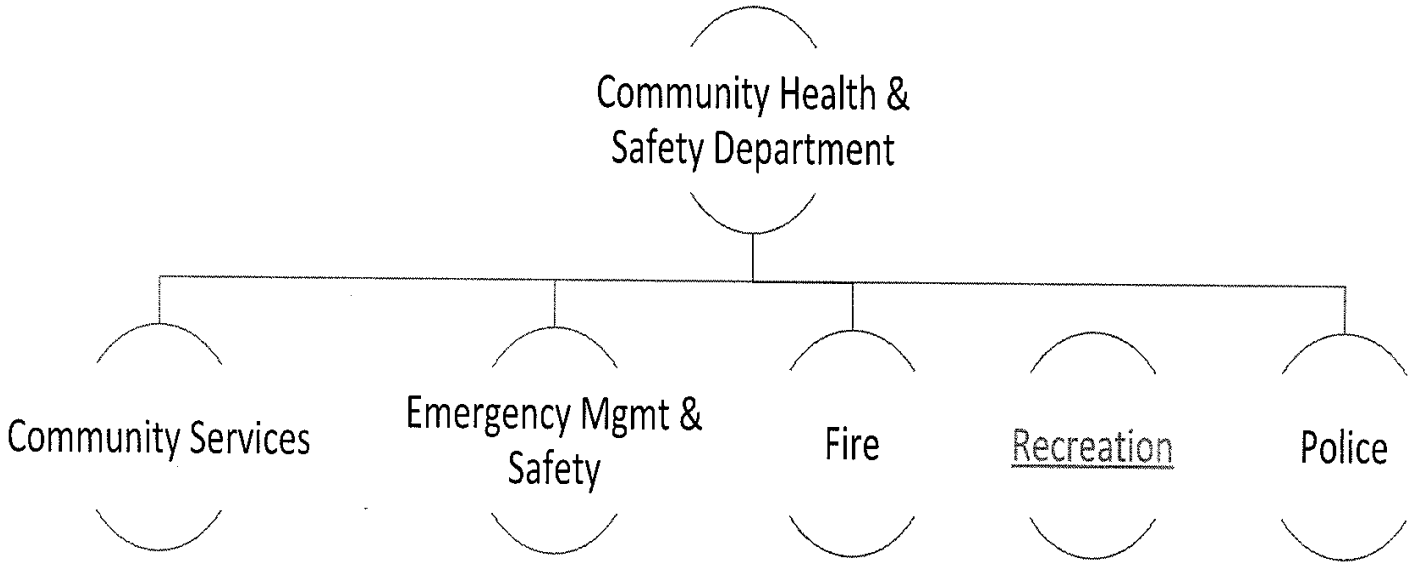
Reorganization Proposal

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.

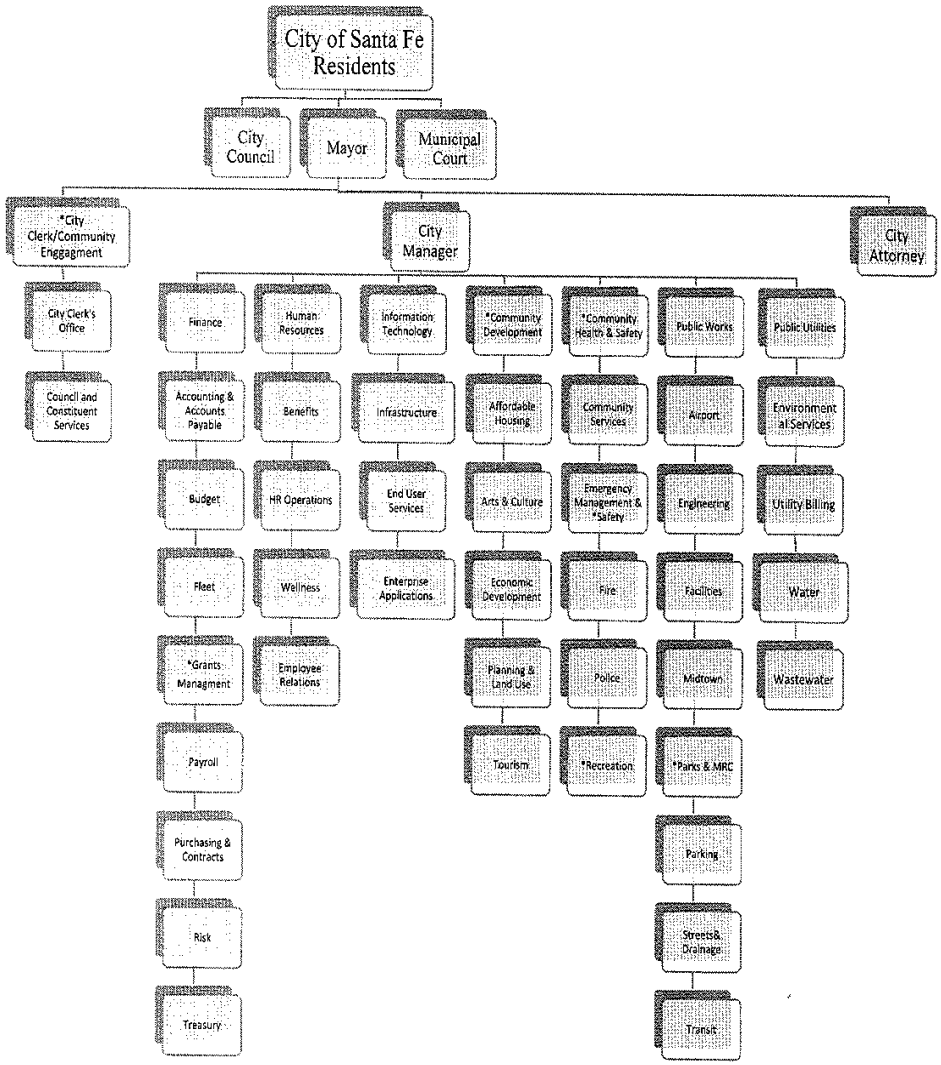


Community Health and Safety Mission Statement

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 Manager
City Attorney
City Clerk's Office
Council and Constituent Services
Finance
Human Resources
Information Technology
*Community Development
*Community Health & Safety
Public Works
Public Utilities
Accounting & Accounts Payable
Benefits
Infrastructure
Affordable Housing
Community Services
Airport
Environmental Services
Budget
HR Operations
End User Services
Arts & Culture
Emergency Management & *Safety
Engineering
Utility Billing
Fleet
Wellness
Enterprise Applications
Economic Development
Fire
Facilities
Water
*Grants Managment
Employee Relations
Planning & Land Use
Police
Midtown
Wastewater
Payroll
Tourism
*Recreation
*Parks & MRC
Purchasing & Contracts
Parking
Risk
Streets& Drainage
Treasury
Transit

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-20
Department Reorganization (Substitute)

Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-20:

1. On page 28, line 20 after the second occurrence of "the" ***insert*** "planning and"

2. On page 28, line 21 remove the brackets and the line through "department" and ***strike*** "division"

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10236.1(A)

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8M

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Approved unanimously to forward to 08/26/2020 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

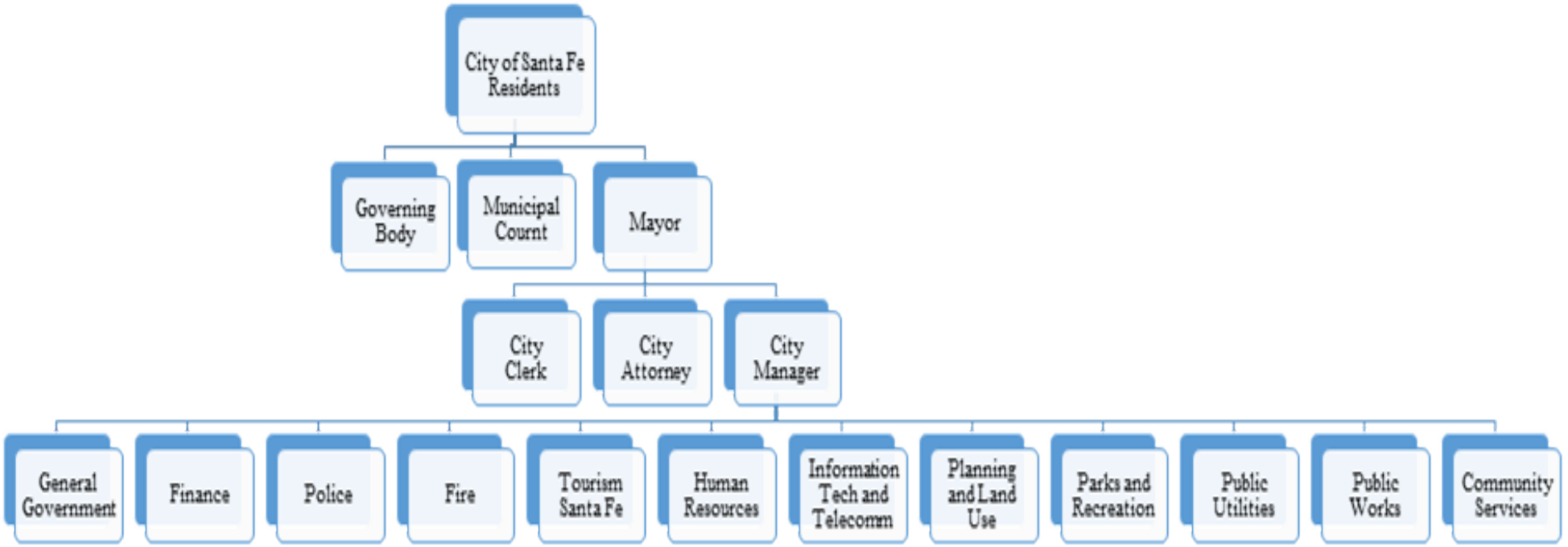
VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

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

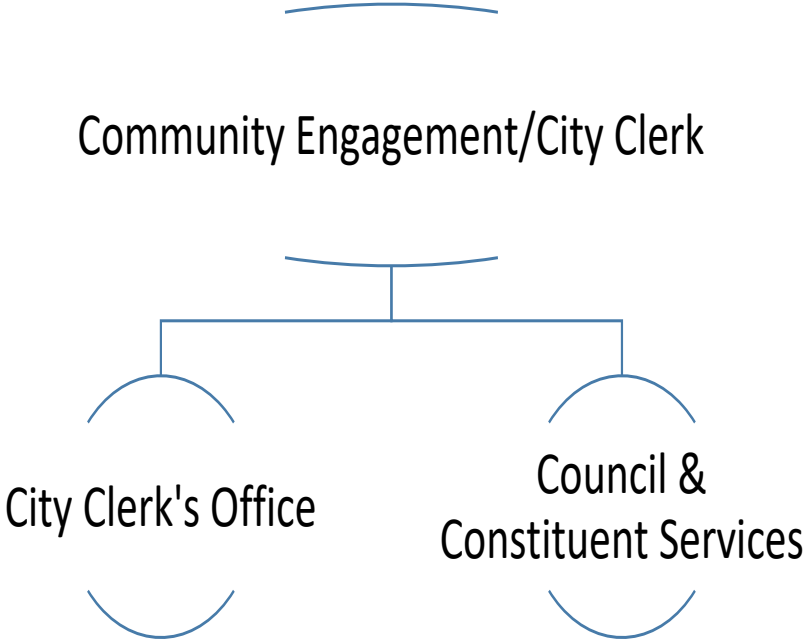
- Three primary re-organizations around the shared theme of Community:
  - Community Engagement
  - Community Development
  - Community Health and Safety

- 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

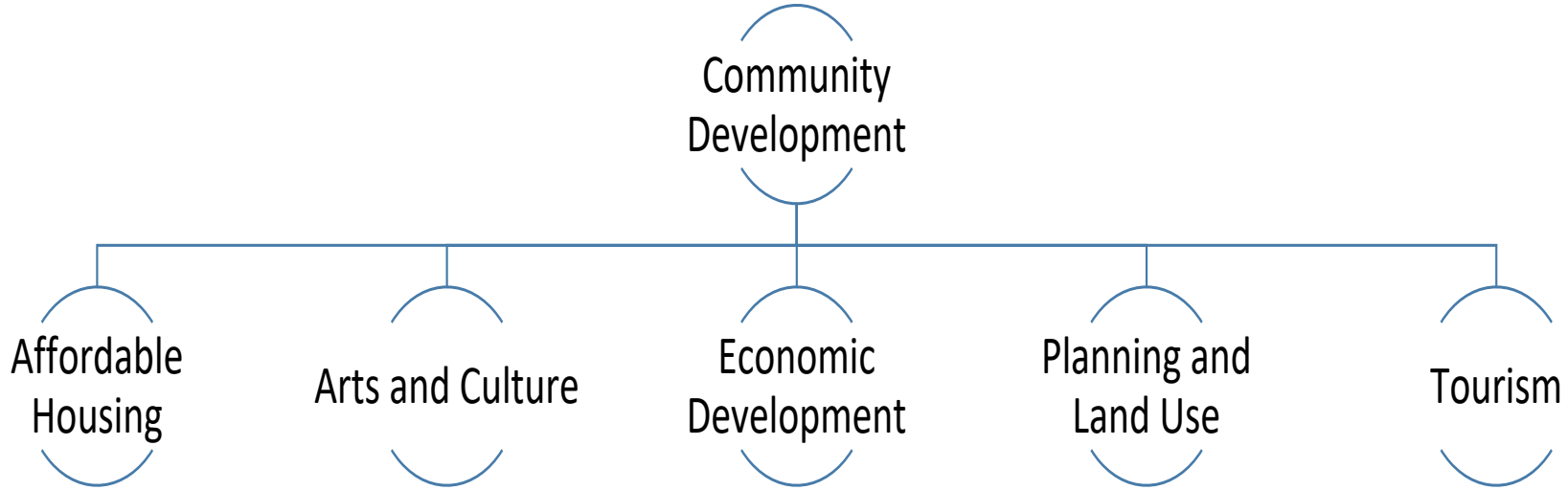
Reorganization Proposal

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

From: VIGIL, XAVIER I.
To: CARDENAS, GERALYN F.
Subject: FW: Consideration of Bill No. 2020-20 Adoption of Ordinance No. 2020-20
Date: Wednesday, August 26, 2020 2:27:38 PM

-----Original Message-----
From: Mark Garcia <gam69@comcast.net>
Sent: Wednesday, August 26, 2020 2:23 PM
To: VIGIL, XAVIER I. <xivigil@santafenm.gov>
Subject: Consideration of Bill No. 2020-20 Adoption of Ordinance No. 2020-20

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

August 26, 2020

Mark A. Garcia
1949 Hano Rd.
Santa Fe, N.M. 87505

Hi and Good Afternoon ! My name is Mark Garcia and I just wanted to send this quick letter to say that I am against the idea of a : Community Health and Safety Department that would try to organize for efficiency purposes the Community Services Department, the Police Department, the Fire Department, the Recreation Department, the Office of Emergency Management and Safety at a time when there is something much more important for the physical health and mental health of Santa Fe, New Mexico residents.

Two years ago today on 8-26-2018 discrimination occurred when I was approached by 2 City of Santa Fe Police officers at my home because of a " noise complaint " because of that discrimination that occurred and or what is also a legal theory called : Danger creation. I immediately contacted a law firm and sent out 3 torts dated 8-26-2018 to Mayor Alan Webber, Chief of Police Andrew Padilla and Risk management. 9 days later on 9-4-2018 2 City of Santa Fe Police Officers arrested me without giving me a due process. Since 9-4-2018 the 2 Police Officers that arrested me have left to work for the Rio Rancho Police department.

I think instead of organizing these departments into a Community and Health and Safety Department that instead the type of equipment that the Santa Fe Police Department are using to " direct sound " around residents that puts there physical and mental health in very big danger by " attacking " residents not imaginary hearing and privacy as well should be take away and or destroyed and if employed by the City of Santa Fe and using equipment to " attack someone's not imaginary hearing that they should be fired from the City of Santa Fe.

I've met with a Private Detective and he did relay that he can get the equipment to find the source from where my " not imaginary hearing sound " is coming from. My lawsuit was filed on 2-24-2020 in District Court and every day I'm still getting attacked by " directed sound " while I'm trying to read and write for the new College courses I am taking. I've been getting asked continuously in my " not imaginary hearing if I want to be a Policeman and I keep shouting out no that my lawsuit is in a Court room.

I think it's time to bring the Chief of Police Andrew Padilla to state his oath under oath to protect and serve and read the tort I sent him 2 years ago under oath. Instead of : " directing sound " with Police equipment in residents " not imaginary hearing " to create the legal theory called : Danger creation. It's just not right and my mom's and my health are taking a toll from this.

Please Meet with the Chief of Police Andrew Padilla and see about taking away and destroying there military equipment to " direct sound " than looking to be more efficient with combining a lot of department divisions together.

Thank you, Mark A. Garcia. 505-780-5428
Sent from my iPad

From: Ronnie Chafel
To: CARDENAS, GERALYN F.
Subject: Re-organization (Parks and Recreation)
Date: Tuesday, September 8, 2020 10:05:25 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Geralyn,

This e-mail is a follow up to our telephone conversation this morning.

Thank you very much for your time and attention to me and my request.

I would like to register my support that Parks and Recreation remain one department and not be separated.

I am an active supporter of the Dog Park Project, am one of the core people involved in the creation of Wilsonville, the designated Small Dog Park, within the grounds of the Frank Ortiz Dog Park, which my dear friend Barbara McIntyre spearheaded prior to her sudden death this past March. It is my belief that the dog parks will suffer if Parks and Recreation are separated and I wish them to continue to be one department. I, and many others I know and many other I do not know, benefit greatly from our dog parks, especially during these times when being outdoors in safer in terms of social distancing and healthy practices, allowing us to exercise and socialize, both humans and dogs, in a safer environment.

Thank you for your efforts on my and many of my friends' behalfs.

Peace,

Ronnie Chafel
915 Stagecoach Road
Santa Fe, NM 87501