Agenda

Regular Meeting of the Governing Body
April 9, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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. The YouTube live stream can be accessed 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. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

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

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

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/82269082735

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **822 6908 2735**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

    a. Councilor Lee Garcia

3. Salute to the New Mexico Flag

    a. Councilor Chavez

4. Invocation and Rememberances

    a. Councilor Castro

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Inspection of Public Records ("IPRA") Training and Update (Katherine Garcia-Gallegos, IPRA Manager: kggallegos@santafenm.gov)

    b. Beautification Initiatives Report . (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov and Melissa McDonald, Parks and Open Space Divison Director; mamcdonald@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the March 26, 2025 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 04/09/2025

    b. Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $160,000 for the Capital Project SAP 24-I2458-GF Vereda de Valencia Stormwater with a Reversion Date of June 30, 2028. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

    1. Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services Related to Capital Project SAP 24-I2458-GF.

    2. Request for Approval of a Budget Amendment Resolution to Allocate $160,000 from the Capital Appropriation Grant SAP 24-I2458-GF for Vereda de Valencia Stormwater to FY25 Stormwater Revenue and WIP Design.

    Committee Schedule:
    Public Works and Utilities Committee: 03/31/2025

Finance Committee: 04/07/2025
Governing Body: 04/09/2025

c. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $794,164 from Lodgers Tax Fund Balance to the Arts and Culture Department FY25 Budget for Ongoing Arts & Culture Initiatives and Greer Garson Theater Feasibility Study. (Chelsey Johnson, Arts and Culture Director; cxjohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

d. Request for Approval of an Administrative Services Contract with Blue Cross and Blue Shield of New Mexico for Health Benefits Administration Services in the Amount of $23,054,885 for the First Year Excluding NMGRT and Total Amount of $92,219,540 Including NMGRT for the Term of the Four-Year Contract Based on Available Budget and Services Provided. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov and Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

e. Request for Approval of a New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Grant 24-I3136 in the Amount of $3,425,000 for Soccer Valley with a Reversion Date of June 30, 2028. (Scott A. Overlie, Parks and Open Space PW Project Manager; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $3,425,000 into FY25 Municipal Recreation Complex Capital Projects CIP Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

f. Request for Approval of a New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Grant 23-H4259 in the Amount of $100,000 for Phase 2 Improvements at Southwest Activity Node Park (SWAN Park Phase II) with a Reversion Date of June 30,

2025. (Scott A. Overlie, Public Works Project Manager; saoverlie@santafenm.gov)

1. Request Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $100,000 into FY25 Parks and Trails CIP Revenue and WIP Design.

Committee Schedule:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

g. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $146,402. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $172,240 with $146,402 from the FTA Grant and $25,838 in Required Matching Funds from the Transit Fund Balance to FY25 Transit Grant Revenue and Vehicles.

Committee Review:
Public Works and Utilities Committee:03/31/25
Finance Committee:04/07/25
Governing Body:04/09/25

h. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $166,924. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $205,337 with $166,924 from the FTA Grant and $38,413 Matching Funds from the Transit Fund Balance to FY25 Transit Grant Revenue, WIP Design, and Vehicles.

Committee Review:
Public Works and Utilities Committee:03/31/25
Finance Committee:04/07/25
Governing Body:04/09/25

i. Request For Approval of Amendment No. 2 to Item #24-0350 with the New Mexico Department of Transportation (NMDOT) Aviation Division Grant #SAF-

24-01 to Increase Compensation by $269,180 for a New Total Amount of $6,869,180 and to Extend the Expiration Date to June 30, 2026, for Air Service Terminal Expansion and Infrastructure Improvements. (James Harris, Airport Director, jcharris@santafenm.gov and Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $269,180 to Increase WIP Construction Fund Using NMDOT Funding for Airport Infrastructure and Airport Terminal Project.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

j. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $541,578 to Increase WIP Construction, Vehicles Under 1.5 Tons, and Additional Operating Categories with Funding from Airport Rescue Grant 3-35-0037-057-2021. (James Harris, Airport Manager; jcharris@santafenm.gov and Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

k. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $143,017. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $178,772 with $143,017 from the FTA Grant and $35,755 Matching Funds from Transit Fund Balance to FY25 Transit Revenue and WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body:04/09/2025

l. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,503,000 to Increase WIP Construction and Equipment Over $5K Using FY25 Airport Revenue in Excess of Budgeted Expenditures for the

Purchase of Generators, HVAC, and the Airfield Marking Project that is Required by the FAA. (James Harris, Airport Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

m. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $76,000 from the Water Enterprise Cash Fund to Water Engineering Software Over $5,000 for Predictive Water Main Failure Software. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

n. Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $210,000 for the Capital Project SAP 24-I2457-GF Jemez Road Sewer with a Reversion Date of June 30, 2028. (Fred Heerbrandt, PE, Wastewater Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2457-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $210,000 from the Capital Appropriation Grant SAP 24-I2457-GF for Jemez Road Sewer to FY25 Wastewater Utility Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/31/25
Finance Committee: 04/07/25
Governing Body: 04/09/25

o. Request for Approval of Amendment No.1 to Item #24-0574 with GM Emulsion LLC. to Increase the Compensation by $1,000,000 for a New Total Contract Amount of $1,500,000 for Sludge Hauling. (Fred Heerbrandt, P.E., Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $1,000,000 from the WWMD Enterprise Fund to Service Contracts.

Committee Review:
Public Works and Utilities Committee: 03/31/25
Finance Committee: 04/07/25
Governing Body: 04/09/25

p. Request for Approval of Amendment No. 1 to Item #24-0574 with Serrano Trucking, Inc. to Increase the Compensation by $1,000,000 for a New Total Contract Amount of $1,500,000 for Sludge Hauling. (Fred Heerbrandt P.E., Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from the WWMD Enterprise Fund to the Service Contracts.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

q. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $150,000 from Paint and Sign Service Contracts to Streets and Roadways CIP WIP Construction for St. Michael's Drive Intersection Improvements.(Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

r. Request for Approval of a New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Grant 23-H4259 in the Amount of $100,000 for Phase 2 Improvements at Southwest Activity Node Park (SWAN Park Phase II) with a Reversion Date of June 30, 2025. (Scott A. Overlie, Public Works Project Manager; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $100,000 into FY25 Parks and Trails CIP Revenue and WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

s. Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov eProcurement Solutions and Implementation Services in the Total Amount of $550,236.73, Plus NMGRT, for a Five-Year Term. (Travis Dutton-Leyda, Purchasing Officer; tkduttonleyda@santafenm.gov)

Committee Review:
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

t. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe on June 25, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Quality of Life Committee: 04/02/2025
Governing Body: 04/09/2025

u. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2458-GF, to Plan, Design and Construct Wastewater System Improvements, Including Sewer Services and a Stormwater Plan for Vereda de Valencia. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

v. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2455-GF, to Acquire Land For, and Plan, Design, Construct, Purchase, Repair, Permit, and Improve, a Regional Wastewater Treatment Plant. (Mike Dozier, Wastewater Division Director; mldozier@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

10. Action Items: Discussion Agenda

a. Request for Approval of a General Services Contract with University of New

Mexico Anderson School Center for Responsible Entrepreneurship for Entrepreneurship Support, Training, and Administering an Accelerator Program in the Total Amount of $300,000 for a Two-Year Term. (Eric Renz-Whitmore, Economic Development Specialist; edrenzwithmore@santafenm.gov and Johann Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 12/04/2024
Economic Development Advisory Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **EXECUTIVE SESSION**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, in Particular, Discussion of *Bruce Throne et al vs. City of Santa Fe (II)*, D-101-CV2024-00892. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov)

13. Executive Session Action Items

    a. Approval of Next Steps in Relation to *Bruce Throne et al vs. City of Santa Fe (II)*, D-101-CV2024-00892. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Green Chile Country Jamboree in the Railyard Park on July 4th, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987.
    (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 04/09/2025
    Quality of Life Committee: 04/23/2025
    Governing Body: 04/30/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Signe Lindell)
    A Resolution Correcting the Required Permit Named for Resolutions 2025-16,

Regarding the Movies in the Park Event Series; and 2025-23, Regarding the Summer Scene Concert Event Series, Changing Each from a Special Dispenser Permit to a Public Celebration Permit. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

c. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro, Councilor Signe Lindell, Councilor Michael Garcia)
A Resolution Amending the Immigration Committee's Purpose and Membership. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Immigration Committee: 04/14/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

d. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concerts Sponsored by the International Folk Art Market on July 9, 10, and 11, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/09/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

e. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Jamie Cassutt)
A Resolution Authorizing and Directing the Widening of Zia Road to Accommodate a Necessary Deceleration Lane, Using Adjacent, Unimproved Land Comprising Approximately One Percent (1%) of Candelero Park, on its Far Northern Boundary; and Directing the City Manager to Designate an Agent to Apply for a Lot Line Adjustment and Any Other Administrative Steps Required as the Governing Body's Agent. (Rebecca Mnuk-Herrmann, Assistant City Attorney; ramnukherrmann@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Public Works and Utilities Committee: 04/21/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2035

f. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Carol Romero-Wirth, Councilor Signe Lindell, Councilor Jamie Cassutt, and Councilor Alma Castro)

A Resolution Establishing a Plan for Use of Budgeted Funds to Study Hiring Council Staff. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2035

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2025-4. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth, Councilor Michael Garcia, Councilor Amanda Chavez)
    A Bill Amending Ordinance No. 2024-6 to Approve Three Individual Loan Agreements with the New Mexico Environment Department to be Paid with Revenues from Each System, Respectively: (1) a Wastewater Project Loan Agreement; (2) a Water Project Loan Agreement; and (3) a Solid Waste Collection Project Loan Agreement; Incorporating Defections and Covenants Relating to Wastewater, Water, and Solid Waste System Debt Obligations in Each Loan Agreement, Respectively, by Reference Herein; Ratifying Prior Action Consistent with the Provisions Hereof; and Repealing Prior Action Inconsistent with the Provisions Hereof, but Only to the Extent of Such Inconsistency. (Emily Oster, Finance Director; ekoster@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 02/26/2025
    Governing Body (Public Comment): 03/12/2025
    Public Works and Utilities Committee: 03/17/2025
    Finance Committee: 03/24/2025
    ~~Governing Body: 03/26/2025~~ (Schedule amended per Article IV(A)(4))
    Governing Body: 04/09/2025

    b. CONSIDERATION OF BILL NO. 2025-7. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
    A Bill Regarding Annual Budgets Including Multi-Year Appropriations; Amending Section 11-2.1 to Conform with the City's Charter; Establish Multi-Year Appropriations for Capital Outlay, Grant-Funded Projects, and "Special Appropriations"; and, Effective December 31, 2025, Amending Section 11-2.4 to Sunset the Finance Director's Budget Amendment Authority to Carry Over Certain Unexpended Appropriations Into the Next Fiscal Year. (Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 02/26/2025

Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: (Public Hearing): 04/09/2025

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

21. Appointments

    a. Water Conservation Committee

    - Abbey Feldman - Appointment - Term Ending 07/2027
    - Lori Rochelle - Appointment - Term Ending 07/2027
    - Robert D. Coombe - Appointment - Term Ending 07/2027

    b. Economic Development Advisory Committee

    - Ava Salman - Appointment - Term Ending 06/2027

    c. Bicycling and Pedesrians Advisory Committee

    - Helen Wang - Appointment - Term Ending 06/2027
    - Marc McConnell - Appontment - Term Ending 06/2027

    d. Planning Commission

    - Scott Barber - District 4 - Appointment - Term Ending 06/2027
    - Kelly McReynolds - District 1 - Term Ending 06/2027

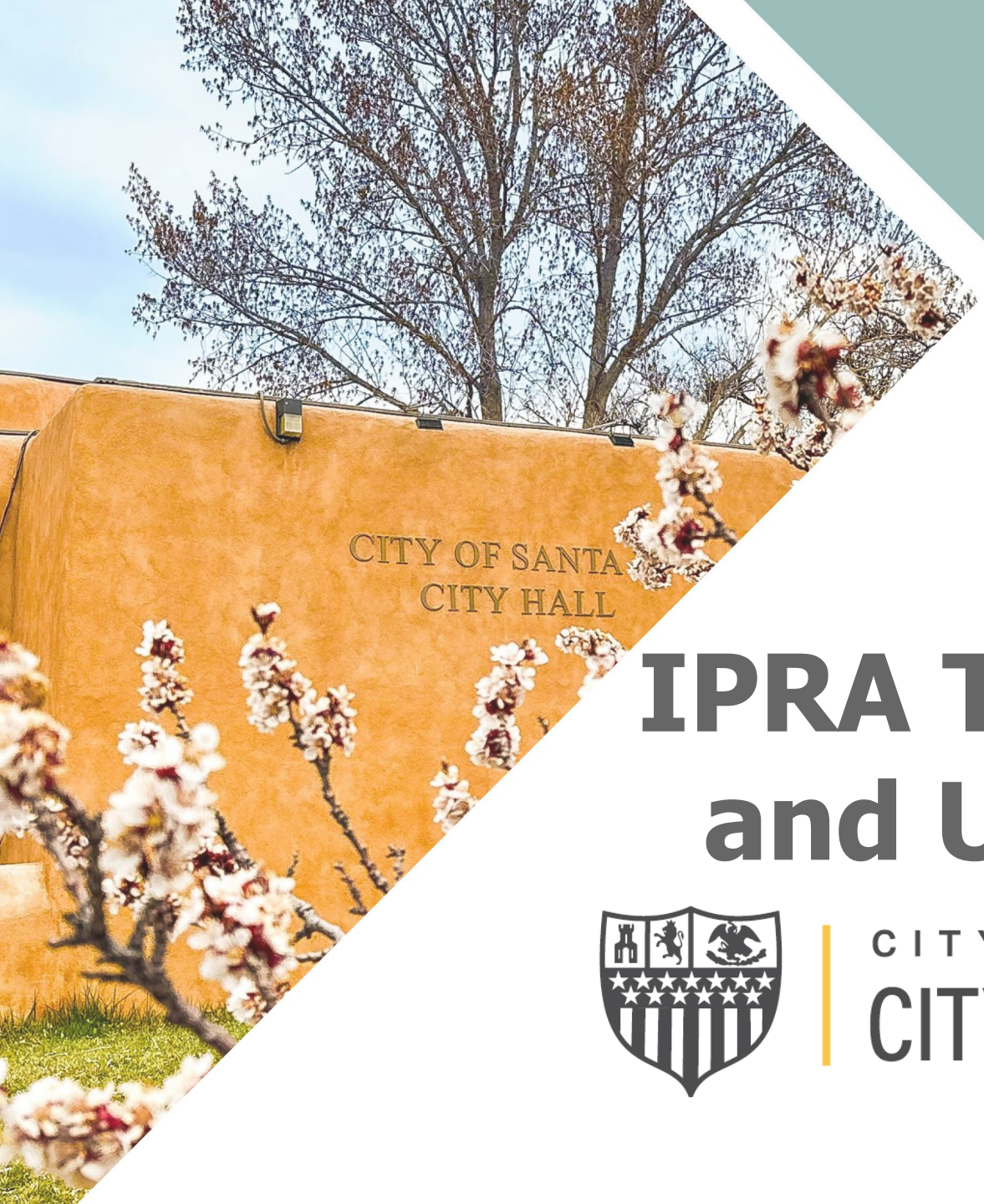
    e. Santa Fe Film and Digital Media Council

    - Dezbaa Henderson - Reappointment - Term Ending 03/2026
    - Jaydin Martinez - Reappointment - Term Ending 03/2026
    - Mark Glaser - Reappointment - Term Ending 03/2026
    - Siena Bergt - Reappointment - Term Ending 03/2026

- Tara Tovarek - Reappointment - Term Ending 03/2026
- Barbara Bentree - Appointment - Term Ending 03/2027
- James Cressanthis - Appointment - Term Ending 03/2027
- Liesette Bailey - Appointment - Term Ending 03/2027
- Talia Pura - Appointment - Term Ending 03/2027
- Max WaluKas - Appointment - Term Ending 03/2027

22. Adjourn

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





IPRA Training and Update

CITY OF SANTA FE
CITY ATTORNEY

What is IPRA?

The Inspection of Public Records Act allows every person the right to inspect public records, with some exceptions.

> **Some records may be subject to redactions or may be exempt from inspection based on exemptions within the IPRA statute and/or other laws.**

The City-designated Records Custodians are responsible for producing responsive material "immediately or as soon as practicable… but not later than fifteen days" from the date the original request is received – or as soon as reasonably possible if a request is deemed overly broad or burdensome.



About Us

The Office of Records Custodians is responsible for receiving and responding to all requests for public records from the City of Santa Fe.

We work in collaboration with other City actors to collect, review, and produce records in response to a public records request in accordance with statutory deadlines.

Office of Records Custodians Team

RECORDS CUSTODIANS



IPRA Manager

Katherine García-Gallegos

Public Records Specialists



Cindy Whiting



Kiesha Chavez



Maciek Jasik



Matt Bergh

LEGAL COUNSEL



Kevin Nault

Assistant City Attorney



Erin McSherry

City Attorney

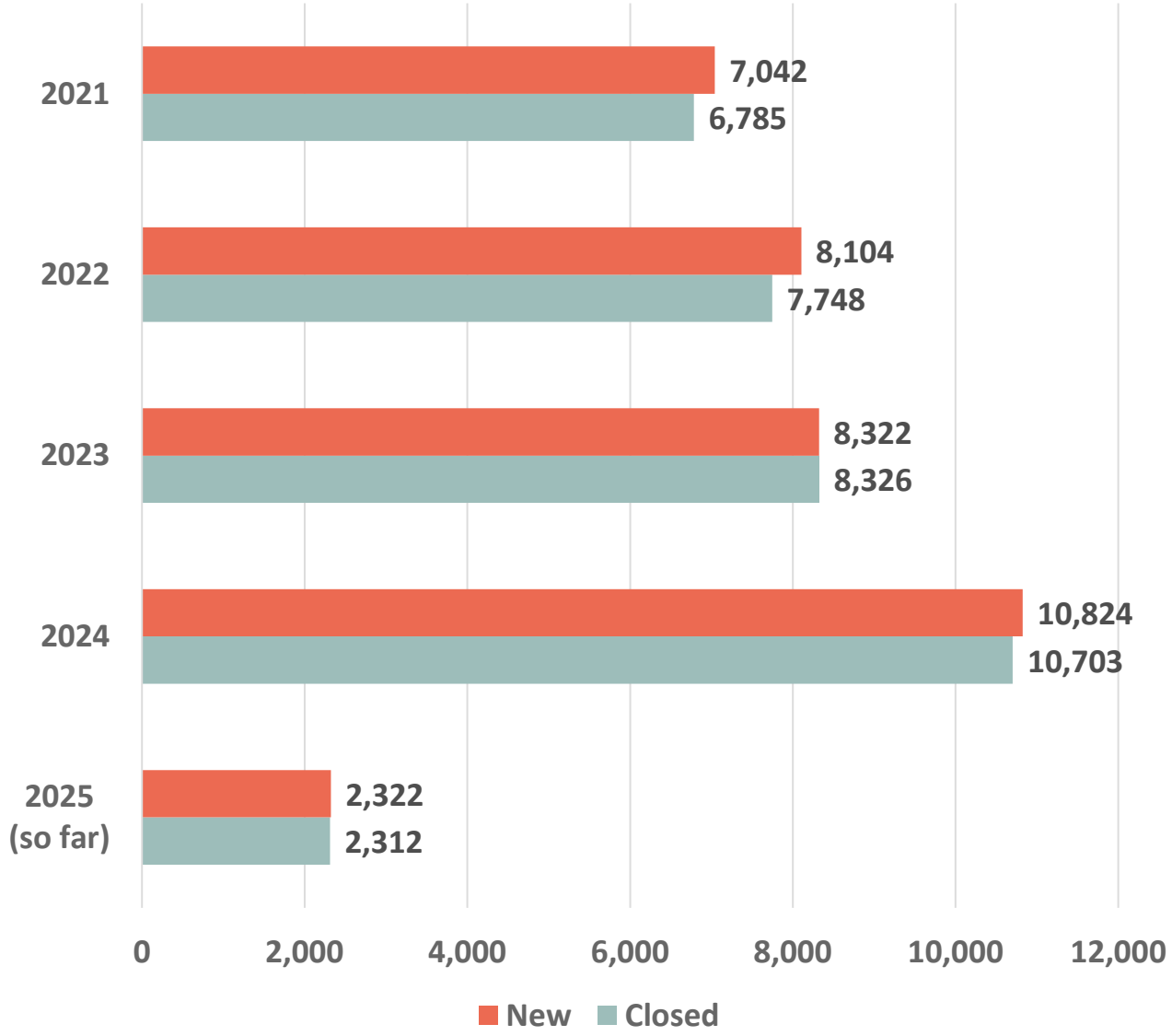
How the Office of Records Custodians Communicates with You

The Office of Records Custodians began using a public records request platform in 2020. "NextRequest" is a public records portal used to receive, track, and fulfill requests for public records. We also use it to communicate with both requestors and staff on a regular basis. We publish most of the records produced to allow customers to search the City's NextRequest portal prior to submitting a request. We are currently entering into a contract for a new online software that will offer addition user features.

Request Trends

The number of requests for public records have increased around 10-15% annually between 2021 and 2023, and over 25% in 2024.

In response to 38,432 requests, the City has produced 118,360 records via NextRequest since May 2020.



2024 Requests

Correspondence

E-mails, text messages, memos, etc.

117 or 1.1%

Evidence

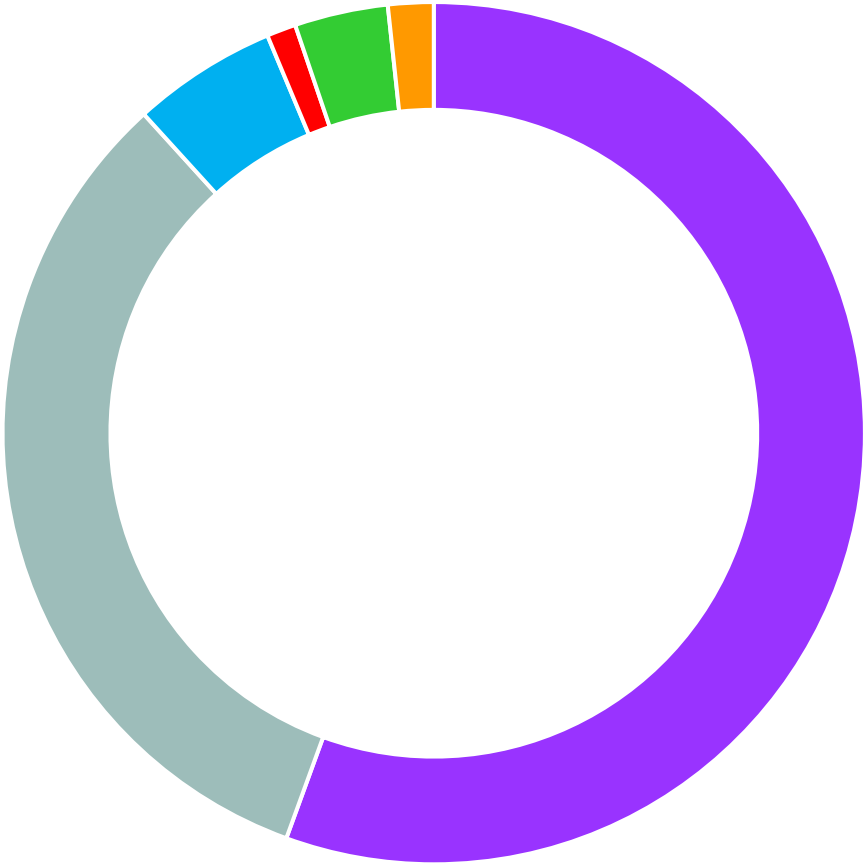
Body cam, dash cam, photos, evidence logs, lab reports, etc.

580 or 5.4%

Criminal Reports

All non-traffic related reports

3,490 or 32.2%



Permits

Building permits and applications

374 or 3.5%

Media

Requests from media sources

182 or 1.7%

Accident Reports

All traffic related reports

5,929 or 54.8%

IPRA Trainings Completed in 2024 and 2025:

222 City employees and elected officials from:

- Human Resources
- Tourism Santa Fe
- Land Use and Planning Department
- Arts and Culture Department
- Office of Economic Development
- Santa Fe Police Department
- Governing Body
- Municipal Court
- City Attorney's Office
- Constituent Services
- Senior Staff
- High School & College Interns

The Office of Records Custodians is continuing to provide trainings to new and current staff, elected officials and City actors across all departments throughout the City.

Key Points



UNDERSTANDING OF IPRA



UNDERSTANDING THE ROLE OF THE OFFICE OF RECORDS CUSTODIANS AND *YOUR* ROLE

STANDARDIZED APPROACH TO FULFILLING REQUESTS

What is a public record?

By IPRA's definition, a public record includes "all documents, papers, letters, books, maps, tapes, photographs, recordings and other materials, regardless of physical form or characteristics, that are used, created, received, maintained or held by or on behalf of any public body and relate to public business, whether or not the records are required by law to be created or maintained"

But what does that really mean?



What types of records are requested?

- Police records
- Videos/photos
- Emails, text messages, communications
- Land Use files
- Historical records
- Personnel files and other Human Resources records
- Fire Department records
- Policy and procedures
- Statistics
- Zoning applications
- Financial records
- City clerk records
- Meeting agendas, minutes, packets, etc.

Some records are available online

The City already offers various records online, making it easy for Records Custodians to direct a requestor to the page. Some examples of records already available online include:

Meeting Minutes

Meeting Agendas

Resolutions and Ordinances

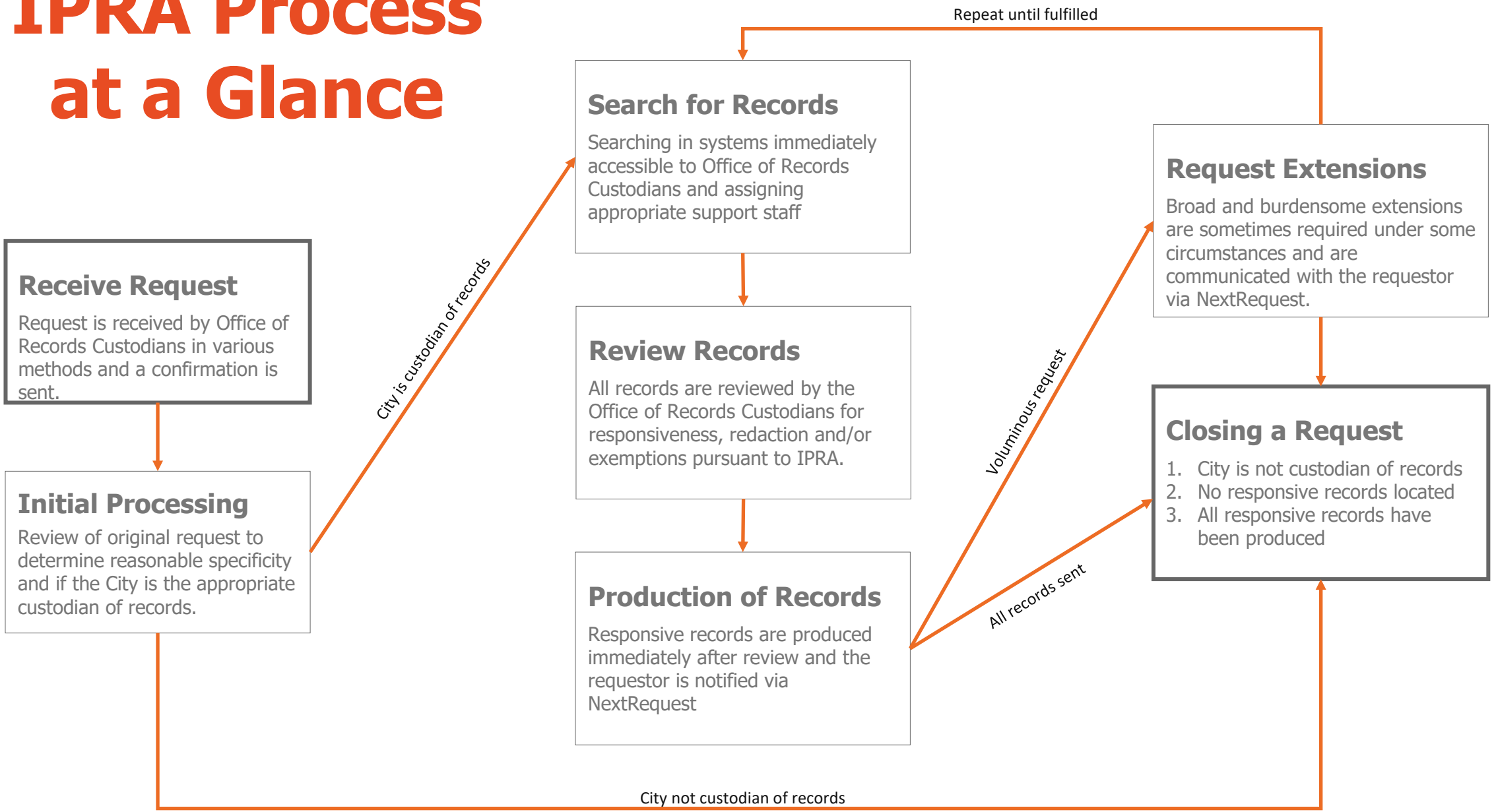
Police Directives and Policies

Accident Reports (as of November 24, 2024)

Compensation and Class Studies

Contracts

IPRA Process at a Glance



Who responds to requests?

The Office of Records Custodians is responsible for collecting and distributing responsive material to customers; however, the job gets done as a collective effort with all City actors. Collecting responsive materials is accomplished by all staff, elected officials, and other City actors:

- Office of Records Custodians runs email searches in City email servers
- Staff, elected officials, and other City actors collect relevant records that are not accessible to the Office of Records Custodians and upload them to NextRequest
- Office of Records Custodians communicates with staff to identify records, redactions, and/or records that are exempt from disclosure
- Office of Records Custodians follows up to comply with meeting statutory deadlines

Internal communication timeline

1

Day 1

Request received

Support staff assigned

Records available to Records Custodians are produced immediately

2

Days 2 through 7

Records Custodian will send reminders to support staff for responsive records

3

Day 8

Records provided *-or-* Response requesting more time

If no response from the department contacts, IPRA manager will contact individual and the immediate supervisor

4

Day 10

If no records or response has been received, IPRA Manager will contact immediate supervisor and division director for assistance obtaining records or response

5

Day 12

If no records or response has been received, Assistant City Attorney will contact City Manager and/or Assistant City Manager for assistance obtaining records or response

6

Day 15

Responsive records provided and request closed

-or-

Broad and Burdensome extension notice sent to requester with a partial release of records

E-mail search terms

The Office of Records Custodians sends a notification similar to this with search terms we used to identify possibly responsive records. You are not required to provide e-mails from your inbox. Rather, we notify you to review the search terms and request that you provide additional helpful keywords and any records you have that are not e-mails in the City's Outlook system.

Our office has run an email search for all internal emails responsive to this request using the following search parameters:

- **[_____]**
- **[_____]**

If there are other search terms you believe will be helpful in our search, please provide those parameters so we may include them in our search. Additionally, if there is any other form of correspondence, including, but not limited to those from personal email accounts, text messages, memos, letters, etc., please provide those to our office for review.

Why is your involvement important?

Adhering to IPRA and internal policy and procedure helps the City:

- Provide responses in a timely manner
- Avoid complaints, fines, and lawsuits
- Comply with IPRA statutes
- Maintain transparency within IPRA guidelines

Key takeaways

- The take aways from this training are:
  - The importance of open communication between departments
  - Better understanding of IPRA and the responsibility the City has to comply with deadlines and production of documents
  - Strategies for improving response time to requests
  - The goal to produce complete and accurate City responses to requests
  - The goal to provide additional public records online

Contact Information

505-955-6643 or recordscustodian@santafenm.gov

RECORDS CUSTODIANS

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IPRA Manager
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Public Records Specialist
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Kiesha Chavez
Public Records Specialist
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Maciek Jasik
Public Records Specialist
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LEGAL COUNSEL

Kevin Nault

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Erin McSherry

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Thank You



CITY OF SANTA FE

STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Highlights & Progress for Calendar Year 2024

2025
Progress Report

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

CITY OF SANTA FE

santafenm.gov

CITY OF SANTA FE

City of Santa Fe
Mayor



Alan Webber
Term: 01/01/22 – 12/31/25

MEET THE CITY'S ELECTED OFFICIALS



District 1
Signe I. Lindell
Mayor Pro Tem
Term : 1/1/22 - 12/31/25



District 1
Alma G. Castro
Term: 01/01/24 – 12/31/27



District 2
Carol Romero-Wirth
Term: 1/1/22 - 12/31/25



District 2
Michael Garcia
Term: 01/01/24 – 12/31/27



District 3
Lee Garcia
Term : 1/1/22 - 12/31/25



District 3
Pilar F. H. Faulkner
Term : 1/1/24 - 12/31/27



District 4
Jamie Cassutt
Term : 1/1/24 - 12/31/27



District 4
Amanda Chavez
Term : 1/1/22 - 12/31/25

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear Santa Fe Residents,

For the second year in a row, I'm proud to present this progress report on the City's efforts in support of a safe, beautiful, attractive, clean, and family-friendly Santa Fe. This booklet highlights important milestones in key performance areas that define the City's commitment to our community. Thanks to the tireless effort of our City employees and department heads, we are on track to deliver better services in a number of key areas.

When Springtime blooms in Santa Fe, City staff plants vibrant flowers in nearly 300 displays throughout the community. This program adds beautiful color to high traffic areas and creates a welcoming green environment for our residents and tourists. Plus, community gardens are growing throughout the City.

In this report you'll learn that TreeSmart Santa Fe and River and Watershed Maintenance are important elements of beautifying and greening our community. We currently monitor and maintain 261 trees city-wide with 37 more in the works. We can't do it with a devoted corps of volunteers: In 2024, we benefited from 2,600 volunteer hours devoted to rain garden upkeep, pet waste disposal, and erosion control.

As families spend more time outdoors in the warm weather, they will enjoy the City's investment of $2.5 million in playground equipment repairs and upgrades to our athletic fields. That includes replacing 63 trash and recycling bins, with another 57 scheduled for installation. In addition, we have more than 390 miles of trails that the City maintains, with only 4 staff members assigned for maintenance and upkeep.

This report details the 9,070 work orders submitted by constituents with abandoned shopping carts accounting for 43% of all constituent complaints. The City has a $50,000 per year contract with a private operator to retrieve and return abandoned shopping carts, contributing to a more attractive Santa Fe.

You'll get the facts on our 2-person graffiti removal team that cleaned up graffiti related to 382 citizen complaints. Also, last year City staff removed 800 tons of litter, waste, and weeds. And let's not forget potholes! In 2024 the City conducted three separate Pothole Paloozas and filled a grand total of 4,662 potholes. Even more impressive, over the last five years, we've filled more than 22,000 potholes thanks to our hardworking crews.

Those are just some of the highlights in this report. Please read it and share it with a friend. It's a great chronicle of the outstanding work delivered every day to keep Santa Fe safe, beautiful, clean, attractive—and the best place to live in the world!

Sincerely,



Alan Webber
Mayor



"Our city crews show up with passion and purpose, working hard to keep Santa Fe safe, clean, and beautiful. From streets to parks, trails to the river, we take pride in our work because our community deserves the best. Every street, every park, every trail—every day!"

- Melissa McDonald, Parks and Open Space Division Director

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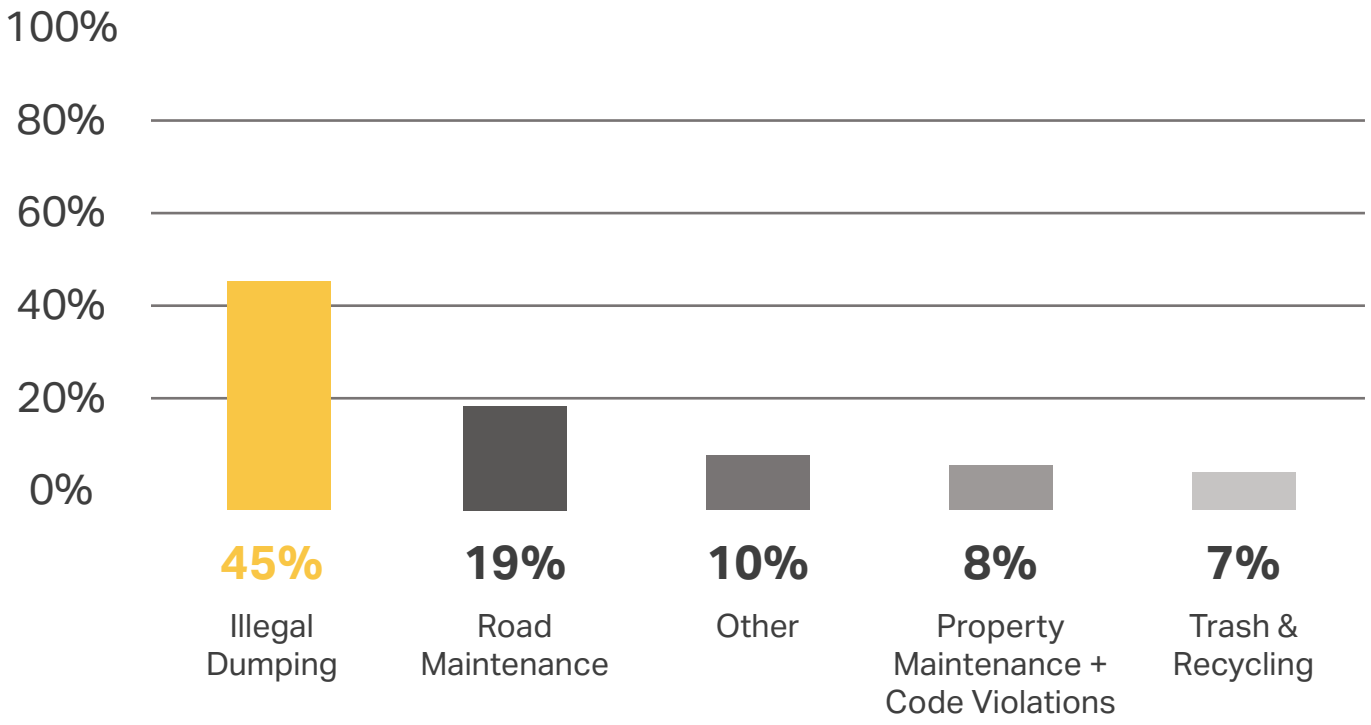
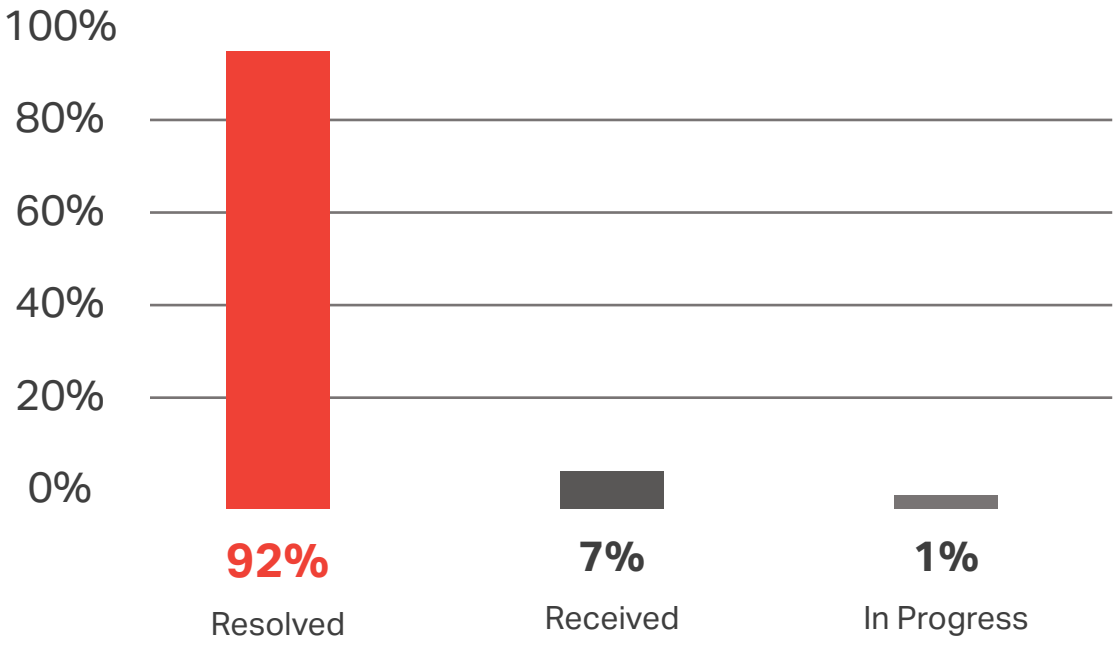
TOP 5 COMMUNITY CONCERNS



WORK ORDER COMPLETION STATISTICS



OVERVIEW OF BEAUTIFICATION & SAFETY WORK ORDERS

Addressing What Matters Most

The City of Santa Fe prioritizes enhancing the quality of life for residents and ensuring a vibrant, sustainable and inclusive community for everyone.

9,070

WORK ORDERS SUBMITTED IN 2024

TOP 9 CATEGORIES REPORTED BY CONSTITUENTS

#1 Illegal Dumping *4,038 CRMs*	#2 Road Maintenance *1,686 CRMs*	#3 Other *(City Buses, Encampment, etc.)* *890 CRMs*
#4 Property Maintenance + Code Violations *756 CRMs*	#5 Trash & Recycling *590 CRMs*	#6 Graffiti Removal *382 CRMs*
#7 Parks & Trails *326 CRMs*	#8 Weeds *314 CRMs*	#9 Utilities *88 CRMs*

OVERVIEW OF BEAUTIFICATION & SAFETY WORK ORDERS

Addressing What Matters Most

TOP 12 SUB-CATEGORIES REPORTED BY CONSTITUENTS

#1 Shopping Carts *3,918 CRMs*	#2 Potholes *535 CRMs*	#3 Other *(City easements, Alley Clean-Ups, etc.)* *483 CRMs*
#4 Missed Trash or Recycling Pick-Up *384 CRMs*	#5 Other *(Abandoned Vehicles, Street Lights,* etc.) *327 CRMs*	#6 Homeless Encampment *305 CRMs*
#7 Graffiti on Public Property *224 CRMs*	#8 Trash/Recycling Receptacle Repair *201 CRMs*	#9 Street Grading *189 CRMs*
#10 Unsightly Yard *188 CRMs*	#11 Construction/Building Without a Permit *180 CRMs*	#12 Signage *(Stop Signs, Speed Limit Signs, etc.)* *144 CRMs*

REPORT AN ISSUE: Constituent Work Order Request

To report an concern related to beautification or safety, constituents can submit a work order through the City of Santa Fe's online Constituent Work Order system at **santafenm.gov**



Step 1: Visit the City Website

Go to **santafenm.gov**. On the home page, use the ***"I Need To"*** and ***"Report"*** drop-down menus. Once selections are made, click the ***"Go"*** button to be redirected to the Customer Service Management (CRM) page.

Step 2: Solve a Problem + Select the Issue Type

Click on the work order request form and choose the category that best matches your issue (e.g., potholes, graffiti removal, streetlights, park maintenance, etc).

Step 3: Provide Details

Fill out the required fields, including location details and a description of the issue. You may also upload a photo for better accuracy.

Step 4: Submit Your Request

Click the ***'Submit'*** button to send your request. You will receive a confirmation email with a tracking number to monitor the status of your request.

Step 5: Follow Up

City staff will review and respond to your request as quickly as possible.

Seasonal Clean-Up Services & Community Beautification Events

2025 Arbor Day

Date: April 24 | Time: 10 a.m. - 1 p.m. | Location: Regal Park

Community Benefit: Arbor Day is an annual celebration dedicated to planting and nurturing trees, benefiting the community by enhancing green spaces, improving air quality, supporting wildlife, and fostering environmental stewardship.

2025 Great American Clean-Up

Date: April 12 | Location: Citywide

Community Benefit: The Great American Clean-Up is a nationwide, community-driven initiative focused on removing litter, beautifying public spaces, and promoting environmental responsibility to create cleaner, healthier cities.

2025 Love Your Watershed Day

Date: May 10 | Time: 11 a.m. - 2 p.m. | Location: W. De Vargas Park

Community Benefit: Love Your Watershed Day raises awareness about watershed conservation, promotes sustainable practices, and engages residents in protecting local water sources through activities like litter cleanup— for a healthier environment.

2025 Seasonal Weed and Litter Blitz Series

Dates: (Spring) April 1 - 14 | (Summer) June 16 - 27 | (Fall) September 22 - October 3

Community Benefit: The Seasonal Weed and Litter Blitz mobilizes residents to clear weeds and litter, enhancing cleanliness, fostering stewardship, and improving neighborhood aesthetics in parks, on medians, and in trails.

2025 Spruce Up The Plaza Days

Dates: May 1-3 | Location: The Plaza

Community Benefit: Spruce Up the Plaza Days is a beautification effort focused on power washing, painting, and maintenance of the Santa Fe Plaza, enhancing its appearance and preserving its historic vibrance for residents and visitors.

STRENGTHENING BEAUTIFICATION & SAFETY INITIATVES

FREE City Services That Benefit The Community

These free city services provide residents with responsible waste disposal options at the Buckman Road Recycling and Transfer Station, reinforcing the City's commitment to beautification, environmental safety, and community sustainability.



2025 Green Waste Days

Dates: April 5–6 | May 3–4 | June 7–8 | July 5–6 | August 2–3

Acceptable Items: Tree branches, leaves, grass clippings, brush, garden trimmings, and other organic yard waste.

2025 Household Hazardous Waste Days

Dates: April 5 | May 3 | June 5 | July 5 | August 2

Acceptable Items: Household cleaners, automotive products, paints, solvents, poisons, fertilizers, batteries, pool chemicals, and hobby products.

2025 Trash Days (Caja del Rio Landfil Only)

Dates: April 12 | September 20

Acceptable Items: Trash, unwanted materials, rubbish, appliances, furniture, mattresses, building materials, carpet, tiles, concrete, bricks and metals.



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Shopping Cart Retrieval

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Shopping Cart Retrieval

By the Numbers: *2024 Statistics*

#1

Top Reported Issue Out of 12 Sub-Categories

43%

Percentage of CRM Reports

3,918

Total Number of CRM Reports

1

City Department Involved with Retrieval

$50,000/YR

4-Year Contact with Nebula Advisors LLC

$1,050/MONTH

Average Clean-Up Cost

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Shopping Cart Retrieval



Enhancing Beautification by Removing Abandoned Shopping Carts

Project Overview
This city initiative supports community beautification efforts by enabling city crews to remove abandoned shopping carts from public spaces, and helps our retailers reduce the cost of replacing missing carts.

City Process
The contractor will work directly with Constituent Services to prioritize and collect shopping carts. The contractor shall submit documentation specifying the retailer cart name, the time the cart was picked up, and the time returned to the store manager.

Community Benefit
The city's vision is to maintain clean, safe, and accessible public spaces by removing abandoned shopping carts from streets, sidewalks, and parks.

City Departments Involved in the Project
Constituent Services, Community Engagement

COMMUNITY BEAUTIFICATION ENHANCEMENTS

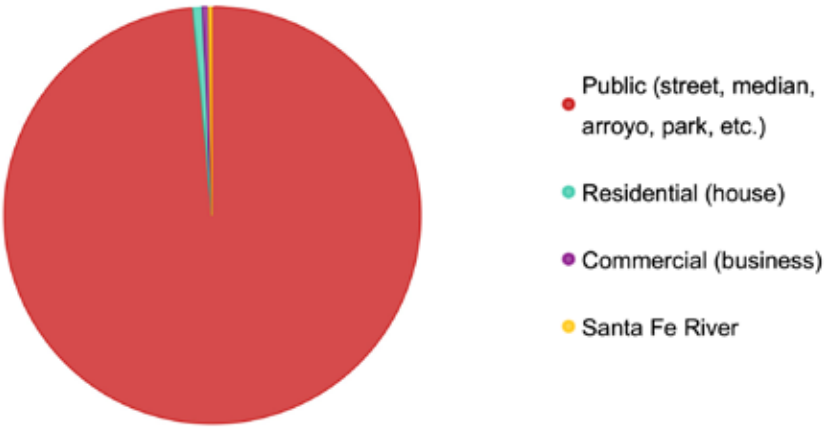
Shopping Cart Retrieval

By the Numbers: 46 *Retailers Included in Shopping Cart Retrievals*

Retailers	Total
Ace Hardware	15
Albertsons	147
Best Buy	51
Big Lots	131
Big R	3
Burlington	11
Coop	7
CVS	47
Dollar General	3
Dollar Tree	21
El Paisano	1
Family Dollar	3
Five Below	14
Food King	42
Goodwill	8
Harbor Freight	21

Retailers	Total
Hobby Lobby	26
Home Depot	113
Home Goods	124
JC Penny	23
Joanns Crafts	7
Kholes	10
Lowes	118
Market Street	119
Michael's	28
Natural Grocery	52
Office Depot	64
Office Max	57
Party City	6
Pepboys	1
Petco	27
Petsmart	188

Retailers	Total
Sam's Club	182
Savers	87
Sierra	18
Smiths Grocery	360
Sprouts	163
Target	898
TJ Maxx	249
Total Wine	420
Trader Joes	28
Walgreens	147
Walmart	1,105
Whole Foods	46
World Market	18
Unknown-Dump	102
Grand Total	**5,311**



Answers	Count	Percentage
Public (street, median, arroyo, park, etc.)	3,851	98.29%
Residential (house)	29	0.74%
Commercial (business)	20	0.51%
Santa Fe River	9	0.23%



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Graffiti Removal

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Graffiti Removal

By the Numbers: *2024 Statistics*

#6

Top Reported Issue
Out of 9 Categories

4%

Percentage of
CRM Reports

382

Total Number of
CRM Reports

Citywide

Coverage Area
Assigned to Removal

2

Staff Members
Assigned to Removal

$500

Average Clean-Up
Costs Per Area

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Graffiti Removal



Enhancing Beautification to Clean-Up Illegal Graffiti

Project Overview
This city initiative, consisting of a dedicated **two-person graffiti crew**, is tasked with removing graffiti from parks, trails, open spaces, and city properties. Their work includes power washing, applying paint and graffiti remover, and using cover-up techniques while navigating challenges such as winter weather that can affect equipment performance.

One of the primary obstacles the graffiti crew encounters is winter weather, which can affect equipment performance and the efficacy of removal techniques. For optimal adhesion and long-lasting results, **exterior painting requires temperatures of 40 degrees or higher.**

Community Benefit
The city's vision is to enhance community beautification and public safety by maintaining parks, trails, and city spaces that are clean, welcoming, and free from vandalism. Promptly addressing graffiti helps prevent further tagging, improves the city's overall appearance, and fosters community pride among both residents and visitors.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Graffiti Removal



59%

Graffiti on
Public Property



22%

Graffiti on
Private Property



15%

Graffiti in
Park, Playground, Trail, or Open Space



4%

Graffiti on
Signs (Stop Sign, Speed Limit Sign, etc.)



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Litter Pick-Up + Weed Management

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Litter Pick-Up + Weed Management





By the Numbers: *2024 Statistics*

Citywide	38	800 Tons
Coverage Area for Parks, Medians, Trails	Staff Members Assigned to Removal	Litter, Weeds, and Waste Collected





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Litter Pick-Up + Weed Management



Photo Credit © Santa Fe New Mexican

Managing Citywide Beautification to Enhance Public Landscapes

Project Overview
In this city initiative, consisting of **38 field staff** and contractor support, the city's Parks and Open Space crew maintains **77 parks and over 585 city medians** with litter removal, weed control, and landscape upkeep. Crews work year-round, clearing encampments, collecting waste, and managing overgrown vegetation. The median crew begins work at 4:00 AM to protect vehicles, setting up safety zones before tackling weeds and litter.

Project Update
A **$1.7 million beautification project** will soon enhance the city arterial, reducing weeds to create a more welcoming entrance.

Community Benefit
The city's vision is to eliminate litter and trash, while managing weeds to improve the city's cleanliness, safety, and environmental health. This initiative ensures that parks, medians, and public spaces remain well-maintained and accessible. These efforts reduce hazards, improve aesthetics, and foster a more inviting environment for residents and visitors.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Litter Pick-Up + Weed Management



585 Medians

Servicing 485 Miles Citywide



700 - 900

Trash Bags Collected Per Week



$800,000

Budget Allocation for Service Contracts



11

Service Contractors Assist with Removal



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Playground Equipment Repairs, Accessory Replacements & Athletic Field Upgrades

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Playground Equipment Repairs, Accessory Replacements & Athletic Field Upgrades





By the Numbers: *2024 Statistics*

120	900 Yards	$2.5 Million
Trash & Recycling Bins Replaced	Mulch Installed on Athletic Fields	Revitalization Investment





Playground Equipment Repairs, Accessory Replacements & Athletic Field Upgrades



Maintaining Public Spaces for Community Safety and Engagement

Project Overview
In 2024, the city **replaced 63 trash and recycling bins**, with an additional 57 scheduled for installation in March 2025. More than **900 yards of mulch** were added to playgrounds to enhance safety. Notable upgrades include the replacement of the Pueblos del Sol play structure, the installation of **582 tons of new infield soil** at Alto Bicentennial Ron Shirley Park to eliminate goatheads, new artificial turf at Ragle Park's baseball field, and improvements to Salvador Perez Field — all part of a **$2.5 million investment** in soccer, lacrosse, and football facilities.

Community Benefit
The city's vision is to enhance safety, aesthetics, and usability by creating high-quality recreational spaces with improved play surfaces, upgraded equipment, and enhanced infrastructure, all of which promote community well-being and outdoor activity.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Playground Equipment Repairs, Accessory Replacements & Athletic Field Upgrades





By the Numbers: 3 *New Trash & Recycling Bin Replacement Sites*

2024 Location	2025 Locations
Franklin Miles	Alto Park
Las Acequias	Fort Marcy
Swan Park	Patrick Smith
63 Replacements Installed	**57 Planned for Installation**







STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Trail Maintenance

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Trail Maintenance





By the Numbers: *2024 Statistics*

390+	4	$150,000/YR
Miles of Trails Maintained Citywide	Staff Members Assigned to Up-Keep	Maintenance Investment





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Trail Maintenance



Enhancing Trails for Safe Outdoor Access

Project Overview
This city initiative, led by a dedicated **four-person trail crew**, maintains **over 390 miles of city trails** by clearing weeds, pruning, expanding parking, and repairing washouts. In 2024, contractors **crack-sealed nine miles of trails** while staff **installed modern, removable 38-bollard barriers** onto three tails to enhance safety and block vehicle access.

Safety Enhancement Bollard Locations
Acequia Trail, Arroyo Chamiso Trail, Santa Fe Rail Trail

Community Benefit
The city's vision is to provide safe, accessible spaces for dog walkers, hikers, bikers, and outdoor enthusiasts. Improving infrastructure and addressing erosion enhance recreational use and connectivity, promoting a healthier, more active community.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Trail Maintenance





By the Numbers: 4 *Crack & Seal Trail Repairs Completed in 2024*

Location	Distance
Arroyo Chamiso Trail	3.0 Miles
Nava Ade Trail	1.0 Miles
Rail Trail	3.0 Miles
Tierra Contenta Trail	2.0 Miles
Total Miles Repaired	**9.0**







STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

TreeSmart Santa Fe
+
River & Watershed
Maintenance

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Tree Smart Santa Fe + River & Watershed Maintenance





By the Numbers: *2024 Statistics*

20 Tons	15.78 Tons	$150,000/YR
Green Waste Removed	Waste Removed Citywide	Maintenance Investment





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Tree Smart Santa Fe + River & Watershed Maintenance



Enhancing Urban Trees and Watersheds for a Healthier Community

Project Overview
TreeSmart Santa Fe provided monitoring and **maintenance for 261 trees**, with an additional 37 expected by March 2025. The initiative, led by the city arborist, was carried out by Parks staff and contract arborists. In 2024, crews **pruned 114 trees**, **monitored pests on 147**, and **mulched 50 trees** to improve soil health and moisture retention. The city's tree inventory grew by 1,834 newly documented trees across 20 parks, bringing the total to **7,933 trees citywide**.

In partnership with nonprofits, the River and Watershed Section **organized 2,600 volunteer hours** dedicated to rain garden upkeep, pet waste disposal, invasive species removal, and erosion control. Volunteers also participated in three watershed-wide events, cleaning **90 rivers and arroyo** reaches, **removing 175 pounds of recyclable metal**, and collected **15.78 tons of waste**.

Community Benefit
TreeSmart Santa Fe strengthens the urban canopy, improving air quality, climate resilience, and public well-being. These efforts create a healthier, more sustainable Santa Fe, while fostering community engagement in conservation.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Tree Smart Santa Fe + River & Watershed Maintenance



2,600

Volunteer Hours from
Non-Profit Organizations



7,933

Tree's
Maintained Citywide



90 Areas

Maintained
Citywide



175 lbs.

Recyclable
Metal Removed



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Turf Maintenance

- *Community Beautification Enhancements*
- *Transportation Infrastructure Improvements*
- *Community Health & Safety Advancements*

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Turf Maintenance





By the Numbers: *2024 Statistics*

15	370	$15,000/YR
Dedicated Staff Members	Staff Hours Spent Managing Turf	Material Project Cost





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Turf Maintenance



Maintaining Durable, Eco-Friendly Turf for Our Active Community

Project Overview
City fields and the MRC received enhancements through organic soil amendments, aeration, reseeding, and gopher management. New aeration equipment improves efficiency, reduces soil compaction, and supports tree health, while gopher control measures help protect turf integrity, ensuring long-term durability.

Community Benefit
Sustainable turf management improves playability, reduces water usage, and enhances environmental health, creating resilient green spaces for sports and recreation across **16 athletic fields**, benefiting **more than 5,000 players**.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Turf Maintenance



16

Athletic Fields Maintained



7,000 lbs.

Grass Seeds Applied



260 Yards

Compost Applied



250

Bags of Fertilized Used for Turf Health



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Bloom & Beauty:
Color Spot, Adopt-A-Park, & Community Gardens

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Bloom & Beauty: Color Spot, Adopt-A-Park, & Community Gardens





By the Numbers: *2024 Statistics*

272	6	$40,000/YR
Vibrant Color Spots Installed	Staff Members Assigned to Projects	Operating Budget





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Bloom & Beauty: Color Spot, Adopt-A-Park, & Community Gardens



Enhancing Beautification with Color in Public Spaces

Project Overview
This city initiative enhances public spaces with vibrant floral displays, contributing to the beautification and appeal of key locations throughout the community.

Community Benefit
The program adds seasonal color to high-traffic areas, supporting civic pride, tourism, and local engagement while fostering a greener urban environment.

Adopt-A-Park Overview
The Adopt-A-Park program nearly **doubled its reach, expanding to 15 adopted parks**, while community gardens continue to thrive with the addition of two new mayordomos. This initiative provides local organizations with a hands-on role in maintaining public spaces, with each group being recognized on a sign at their adopted park.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Bloom & Beauty: Color Spot, Adopt-A-Park, & Community Gardens



1st Place Winner
Best Park of 2024
by the Santa Fe Reporter
Railyard Park



2024 Runner-Up
Best Park of 2024
by the Santa Fe Reporter
Harvey Cornell Park

By the Numbers: 11 *Prominent Public Spaces Enhanced with Color*

Location	Hanging Baskets	Large Flowerpots	Flower Beds
Cathedral Park	20	8	-
City Hall	20	20	3
Convention Center	22	20	-
Downtown Main Library	6	1	-
Fort Marcy Park Entrance	-	10	-
Plaza	32	35	-
Railyard Park Entrance	*5 Large Hourse Troughs*		
Santa Fe Police Department	-	7	-
Thomas Macaione Park	-	-	2
Train Depot at Guadalupe	6	6	-
Water Street Visitors Center	4	2	-



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Keep Santa Fe Beautiful Enhancements

- *Community Beautification Enhancements*
- *Transportation Infrastructure Improvements*
- *Community Health & Safety Advancements*

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Keep Santa Fe Beautiful Enhancements





By the Numbers: *Community Appearance Index Study & Yearly Report*

(Third annual report, released each March)

	2023	2024	2025
AREA 1 = District 1	1.85	2.12	1.73
AREA 2 = District 2	1.80	2.05	1.70
AREA 3 = District 3	2.25	2.69	2.48
AREA 4 = District 4	1.80	2.62	2.00
Average Citywide	**1.93**	**2.37**	**1.98**

Scoring Metric
1 - Minimal or No Litter
2 - Slightly Littered
3 - Littered
4 - Extremely Littered





COMMUNITY BEAUTIFICATION ENHANCEMENTS

Keep Santa Fe Beautiful Enhancements



Community-Driven Initiatives That Enhance Public Spaces

Project Overview
Keep Santa Fe Beautiful (KSFB) is a **nonprofit volunteer program** dedicated to maintaining the city's aesthetic appeal through environmental education, litter prevention, and beautification projects. In partnership with the City of Santa Fe's Environmental Services Division, KSFB leads initiatives such as the Great American Cleanup, Toss No Mas Cleanup, and the Adopt-a-Median program to enhance public spaces.

Community Benefit
The city's vision is to inspire a community of engaged stewards who take pride in keeping Santa Fe clean, green, and beautiful. Through volunteer-driven initiatives, this program enhances public spaces, promotes environmental sustainability, and enriches the quality of life for both residents and visitors.

City Department(s) and Division(s) Involved in the Project
Environmental Services Department, Parks & Open Space Division

COMMUNITY BEAUTIFICATION ENHANCEMENTS

Keep Santa Fe Beautiful Enhancements



30 Tons

Trash Collected During The Great American Clean-Up



56

Median's Maintained Citywide



4

New Utility Box Murals to Combat Illegal Graffiti



1

New Community Mural to Combat Illegal Graffiti



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Road Maintenance

- *Community Beautification Enhancements*
- *Transportation Infrastructure Improvements*
- *Community Health & Safety Advancements*

Road Maintenance

By the Numbers: *2024 Statistics*

#2

Top Reported Issue
Out of 9 Categories

19%

Percentage of
CRM Reports

1,686

Total Number of
CRM Reports

5-*Year Complete Streets Statistics*

Calendar Year	Repaired	+/-
2020	2,836	
2021	2,174	*-662*
2022	4,096	*+1,922*
2023	6,111	*+2,015*
2024	6,812	*+701*
Total	**22,029**	

2024 *Pothole Repairs*

Event Series	Repaired
Pothole Palooza # 1	2,924
Pothole Palooza # 2	731
Pothole Palooza # 3	1,007
Total	**4,662**

Road Maintenance



Prioritizing Pothole Repairs for Safer Driving Conditions

Project Overview
This city initiative focuses on road maintenance, prioritizing pothole repairs to improve safety and driving conditions. The Complete Streets Department introduced "Pothole Palooza" events, during which **crews worked 12-hour days over two weeks** to fill **over 6,500 potholes citywide.**

Pothole Palooza #1 addressed filling individual pothole repairs. *Pothole Palooza #2* addressed milling and filling sections of roadways that were too degraded to patch.

Community Benefit
The city's vision is to ensure safer, smoother streets by prioritizing pothole repairs. This initiative enhances road safety, reduces vehicle damage, and promotes a more reliable driving experience for both residents and visitors throughout the city.

City Department(s) and Division(s) Involved in the Project
Complete Streets Division

TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

Road Maintenance

By the Numbers: 3 *Projects Completed in* ***2023***

Location	From	To
Plaza Central	Contenta Ridge	Paseo del West (Paseo W)
Yucca Street	Zia Road	Rodeo Road
Rodeo Road	Camino Carlos Rey	Yucca Street

By the Numbers: 7 *Projects Completed in* ***2024***

Location	From	To
Alarid Street	Cerrillos Road	Paseo De Peralta
Cordova Road	St. Francis Drive	Don Gaspar Avenue
Paseo de las Vistas	Transfer Station	Buckman Road
Paseo Real	Senergy Petroleum Bulk Plant	Buckman Road
Plaza Central	Contenta Ridge	Paseo del Sol
Rodeo Road	Camino Carlos Rey	Yucca Street
Yucca Street	Zia Road	Rodeo Road

By the Numbers: 20 *Projects Scheduled for* ***2025***

Location	From	To
Solona Street	Guadalupe Street	Paseo de Peralta
Old Pecos Trail	Cordova Road	Calle Medico
Camino Cruz Blanca	Camino del Monte Sol	Camino Cruz (Blanca Dog Leg)
Palace Avenue	Sheridan Avenue	Grant Avenue
Calle Angelina	End of Pavement	End of Pavement
Alley Behind Horno Restaurant	End of Pavement	End of Pavement
Sandoval Street	Alameda Street	Grant Avenue
Sandoval Street	Alameda Street	Grant Avenue
Agua Fria Street	Camino Solana	Maez Road
Placia de Oro (Fog Seal)	Alameda Street	Rio Vista
South Meadows	Airport Road	Jaguar Drive
Vuelta Dorada	End of Pavement	End of Pavement
Autumn Leaf Lane	End of Pavement	End of Pavement
Rufina Street	Zafarano Drive	Calle Atajo
Pueblo Tsankawi	End of Pavement	End of Pavement
Jaguar Drive	South Meadows	Cerrillos Road
Jaguar Drive	Paseo del Sol	Avenida El Nido
Cordova Road	Cerrillos Road	St. Francis Drive
Cordova Road	Don Gaspar	Old Pecos Trail
Sabino Street	Guadalupe Street	St. Francis Drive

TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

Road Maintenance

By the Numbers: 55 *Projects Scheduled for **2026 - 2030***

District 1

Location	From	To
Paseo Del Sur	Vallecita Road	Indian Rock Lane
Avenida Primera	End of Pavement	End of Pavement
Cerros Colorados	End of Pavement	End of Pavement
Hickox Street	Agua Fria Street	St. Francis Drive
Alameda Street	St. Francis Drive	Guadalupe Street
Alameda Street	Guadalupe Street	Paseo De Peralta
Alameda Street	Paseo De Peralta	Palace Avenue
Paseo De Las Vistas	Transfer Station	Calle Nopal
Lujan Street	Cerrillos Road	Otowi Road
Calle Mejia	End of Pavement	End of Pavement
W. Manhattan Avenue	St. Francis Drive	End of Pavement
Greg Avenue	End of Pavement	End of Pavement
Camino Carlos Rey	La Cieneguita	Cerrillos Road
Otowi Road	Lujan Street	Osage Avenue
Los Lovatos Road	Old Taos Highway	End of Pavement
Sabino Street	Guadalupe Street	End of Pavement
Indian Rock Lane	End of Pavement	End of Pavement
Senda De Eleuterio	End of Pavement	End of Pavement
10% for Residential		

District 2

Location	From	To
Rodeo Road	Yucca Street	Sawmill Road
Old Santa Fe Trail	Camino Corrales	E. Zia Road
Pacheco Street	St. Michaels Drive	Alta Vista Street
5th Street	St. Michaels Drive	Siringo Road
Fort Union	End of Pavement	End of Pavement
Sawmill Road	St. Francis Drive	Rodeo Road
Siringo Road	St. Francis Drive	Botulph Road
Second Street	Cerrillos Road	Calle Lorca
Cordova Road	Cerrillos Road	St. Francis Drive
Cordova Road	Don Gasper Avenue	Old Pecos Trail
E. Barcelona Road	Don Gasper Avenue	Old Pecos Trail
E. Buena Vista Street	Don Gasper Avenue	Old Santa Fe Trail
10% for Residential		

Road Maintenance





District 3

Location	From	To
Airport Road	Cerrillos Road	NM State Road 599
Country Club Road	Airport Road	Jaguar Drive
Jaguar Drive	Paseo Del Sol	Ave. El Nido
Jemez Road	Airport Road	Agua Fria Street
South Meadows	Airport Road	Agua Fria Street
Blue Juniper Loop	End of Pavement	End of Pavement
Winding Ridge Loop	End of Pavement	End of Pavement
Agua Fria Street	Airport Road	Camino Juliana
Camino Rojo	Country Club Road	End of Pavement
Vuelta Dorado	End of Pavement	End of Pavement
Calle Verde	End of Pavement	End of Pavement
10% for Residential		

District 4

Location	From	To
Cerrillos Road	Cielo Court	Airport Road
Paseo de Los Pueblos	End of Pavement	End of Pavement
Calle Atajo	Rufina Street	End of Pavement
Rufina Street	Zafarano Drive	Calle Atajo
Camino Consuelo	Cerrillos Road	Calle Princesa Juana
Center Drive	End of Pavement	End of Pavement
Calle Caballero	End of Pavement	End of Pavement
Calle La Rosalana	Cerrillos Road	Siringo Road
Pueblo Tsankawi	End of Pavement	End of Pavement
Center Place	End of Pavement	End of Pavement
10% for Residential		



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Illegal Dumping & Encampment Clean-Up

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY HEALTH & SAFETY ADVANCEMENTS

Illegal Dumping & Encampment Clean-Up

By the Numbers: *2024 Statistics*

#1

Top Reported Issue
Out of 9 Categories

45%

Percentage of
CRM Reports

4,038

Total Number of
CRM Reports

$463

Clean-Up Costs
per Encampment

862

Encampments
Cleaned Citywide

$399,000+/YR

City Budget Allocation
for Service Contract

COMMUNITY HEALTH & SAFETY ADVANCEMENTS

Illegal Dumping & Encampment Clean-Up



Combating Illegal Dumping and Encampments for a Cleaner & Safer City

Project Overview
The City of Santa Fe collaborates with various departments, volunteers, and non-profits to address illegal dumping and encampments, investing over **$641,000 in clean-up efforts annually**. The Park Ranger team oversees a structured **24-hour clean-up process**, which includes site investigations, notifications, and coordination with public safety to ensure successful clean-ups and provide resources for the unsheltered community.

City Funding Allocation & Grant Support
In alignment with the *Governor's beautification initiative*, and in addition to the City's budget allocation for service contracts, a total of **over $242,000 in grant funding has been secured**. This includes **$147,437** through a grant program agreement with the *State of New Mexico's Tourism Department* and **$95,000** awarded to the *City of Santa Fe's Parks and Open Space Division* through the 'Que Linda Beautification' grant.

Community Benefit
The Park Ranger Program streamlines outreach, notifications, and clean-up efforts, improving the city's response to illegal dumping and encampments. With a dedicated team and a **budget over $399,000**, the Rangers have **cleaned 862 camps**, collected **260 tons of waste**, and **issued 105 24-hour notices**, enhancing public health, safety, and the overall cleanliness of Santa Fe.

City Department(s) and Division(s) Involved in the Project
Parks & Open Space Division

COMMUNITY HEALTH & SAFETY ADVANCEMENTS

Illegal Dumping & Encampment Clean-Up



260 Tons

Waste Collected Citywide



105

24-Hour Notices Issued



1

City Department Involved with Clean-Up



6

Staff Members Assigned to Clean-Up



STRENGTHENING BEAUTIFICATION & SAFETY INITIATIVES

Nuisance Properties + Code Violations

Community Beautification Enhancements

Transportation Infrastructure Improvements

Community Health & Safety Advancements

COMMUNITY HEALTH & SAFETY ADVANCEMENTS

Nuisance Properties + Code Violations





By the Numbers: *2024 Statistics*

8%	#4	756
Percentage of CRM Reports	Top Reported Issue Out of 9 Categories	Total Number of CRM Reports





Nuisance Properties + Code Violations



Addressing Public Nuisances to Safeguard Community Health and Safety

Project Overview
This city initiative, which targets properties that pose a threat to the health and safety of the public, inclusive of dilapidated structures and locations associated with repetitive illegal activities.

Illegal Activity-Related Properties and Public Safety
Any property or vehicle on or which illegal activities—established by Santa Fe City Code or New Mexico Statute—occur repetitively or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, is a threat to public health and safety.

Community Benefit
To restore and maintain a safe and healthy community for all residents by addressing and abating repetitive nuisance activities.

City Department(s) and Division(s) Involved in the Project
Community Engagement/Constituent Services, Land Use/Code Enforcement, Police Department, and Fire Department

Nuisance Properties + Code Violations

By the Numbers: 2 *Demolished Properties in* ***2024***

Location	Status
District 2	
2069 Calle Contento	Demolished by the City of Santa Fe
1608 Cerrillos Road	*Demolished by Owners*





By the Numbers: 5 *Active Abatement Properties in* ***2024***

Location	Status
District 1	
109 Ephriam Street	Currently in the nuisance abatement process
258 Urioste Street	Currently in the nuisance abatement process
District 4	
1520 Escondida Court	Currently in the nuisance abatement process
1940 Morris Place	Currently in the nuisance abatement process
2808 Camino del Bosque	Currently in the nuisance abatement process

CITY OF SANTA FE

A VISION FOR SANTA FE'S FUTURE

The City of Santa Fe's strengthening beautification and safety initiatives embodies the city's commitment to enhancing residents' quality of life. Through targeted projects that focus on enhancements, improvements, and advancements, we're strengthening public spaces, upgrading essential infrastructure, and fostering a resilient, vibrant community centered on well-being and connection.

Presented by the Public Works Department
Regina Wheeler, Public Works Director

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Agenda

Regular Meeting of the Governing Body
March 26, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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. The YouTube live stream can be accessed 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. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

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

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

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/89986328306

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **899 8632 8306**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

    a. Councilor Cassutt

3. Salute to the New Mexico Flag

    a. Councilor Lindell

4. Invocation and Rememberances

    a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Strengthening Communities: Leveraging State and Local Recovery Funds for Human Services. (Julie Sanchez; Youth & Family Division Director; jjsanchez@santafenm.gov and Emily Oster, Finance Director; ekoster@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the March 12, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 03/26/2025

    b. Request for Approval of a General Services Contract with Keers Facility Services LLC in the Total Amount of $1,000,000 for On-Call Remediation Services with Term Ending December 31, 2028. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

    Committee Schedule:
    Public Works and Utilities Committee: 03/17/2025
    Finance Committee: 03/24/2025
    Governing Body: 03/26/2025

    c. Request for Approval of Professional Services Agreement with HDR Engineering, Inc. in the Total Amount of $339,388 Including NMGRT for Engineering Design Services for a Four-Year Term. (Paul F. Heerbrant, PE Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $339,388 from Wastewater Enterprise Fund to Wastewater WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

d. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #24-0505 with WH Pacific Inc to Reflect Company's Name Change to NV5 Inc. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

e. Request for Approval of a Construction Contract with Alive Electric, Inc. in the Amount of $600,000 Excluding NMGRT for On-Call General Electrical Services for a Four-Year Term. (Fred Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

f. Request for Approval of Amendment No. 3 to Price Agreement Item #21-0378 with Sub Surface Contracting, Inc. to Increase Compensation by $542,187.50 for a New Total Amount of $2,168,751 Including NMGRT for On-Call City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer, bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

g. Request for Approval of Amendment No. 1 to Price Agreement Item #21-0378

with A.A.C. Construction, LLC to Increase Compensation by $542,187.50 for a New Total Amount of $1,626,562.50 Including NMGRT for On Call City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer, bchuey@santafenm.gov).

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

h. Request for Approval of General Services Contract with Newterra Corporation, Inc., in the Amount of $249,984 for the Rental of Six Aerators for a Six-Month Term. (Michael Dozier, Wastewater Management Division Director; mldozier@santafenm.gov and LeRoy Alvarado, Wastewater Division Operations Supervisor; lmalvarado@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,984 from Wastewater Management Enterprise Fund to Wastewater Capital Projects WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

i. Request Approval of a Budget Amendment Resolution (BAR) in the Amount of $150,000 to Fund Temporary Positions within the Public Utilities Department Administrative Division. (Nancy Jimenez, Utility Billing Division Director; nljimenez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025 **POSTPONED**
Governing Body: 03/26/2025

j. CONSIDERATION OF RESOLUTION NO. 2025- ____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the 2025 Railyard Plaza Summer Scene Concerts on June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22, 2025 and August 29, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/26/2025

k. CONSIDERATION OF RESOLUTION NO. 2025- ____. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During SITE Santa Fe's Annual Gala Dinner Event on July 18th, 2025, at the Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987, and Rescinding the Approval for Consumption on June 26th, 2025, which was Granted in Resolution 2023-7. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/026/2025

l. CONSIDERATION OF RESOLUTION NO.____(Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-I2457-GF, to Plan, Design, and Construct Improvements on Jemez Road, Including a Sewer Line South of Airport Road, to Improve Residential Septic Systems.

Committee Review:
Governing Body (Introduced): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

10. Action Items: Discussion Agenda

a. Request for Approval to Purchase Traffic Barriers from Meridian Rapid Defense Group, LLC in the Total Amount of $233,286.79. (Brian Williams, Director of Emergency Management; bgwilliams@santafenm.gov)

Committee Review:
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

b. Approval of a Proposed Announcement of the Sale or Lease of Midtown Site Parcels Pursuant to Resolution 2021-16 (Daniel Hernandez, Director Metropolitan Redevelopment Agency, dahernandez@santafenm.gov)

Committee Review:
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

11. Matters from the City Manager

12. Matters from the City Attorney

13. Matters from the City Clerk

14. Communications from the Governing Body

15. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe on June 25, 2025, Pursuant to Subsection 23-6.2© SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Quality of Life Committee: 04/02/2025
    Governing Body: 04/09/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2455-GF, to Acquire Land For, and Plan, Design, Construct, Purchase, Repair, Permit, and Improve, a Regional Wastewater Treatment Plant. (Mike Dozier, Wastewater Division Director; mldozier@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Public Works and Utilities Committee: 03/31/2025
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

    c. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2458-GF, to Plan, Design and Construct Wastewater System Improvements, Including Sewer Services and a Stormwater Plan for Vereda de Valencia. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Public Works and Utilities Committee: 03/31/2025
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

    d. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
    A Resolution Making a Finding of Necessity and Designating an Area Comprised of a

Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

16. Petitions from the Floor

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

18. Final Action on Legislation (Public Hearing)

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

20. Appointments

    a. Ethics and Campaign Review Board

    - James P. Sullivan - Appointment - Term Ending 07/2026

21. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MARCH 26, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:03 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Chavez**	**3**
3.	**Salute to the NM Flag**	**Councilor Faulkner**	**3**
4.	**Invocation and Remembrances**	**Councilor Lee Garcia**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. Strengthening Communities	**Given**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-6**
10.	**Action Items: Discussion Items**		
	a. Traffic Barriers	**Approved**	**6-7**
	b. Midtown Parcels	**Approved**	**7**
11.	**Matters from the City Manager**	**Heard**	**7**
12.	**Matters from the City Attorney**	**Heard**	**7**
13.	**Matters from the City Clerk**	**Heard**	**7**
14.	**Communications Gov. Body**	**Heard**	**7**
15.	**Introduction of Legislation**		

	a. Resolution No, 2025-_____	Introduced	7-8
	b. Resolution No. 2025-_____	Introduced	8
	c. Resolution No. 2025-_____	Introduced	8
	d. Resolution No. 2025-_____	Introduced	8
16.	Petitions From the Floor	Heard	8-9
17.	Public Comment on Bills	None	9
18.	Final Action on Legislation	None	9
19.	Public Hearings	None	9
20.	Appointments		
	a. Ethics and Campaign	Approved	9-10
21.	Adjourn	Adjourned at 7:34 pm	10

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MARCH 26, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:06 pm, on Wednesday, March 26, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Chavez.

3. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Faulkner.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Lee Garcia.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell, virtually
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Pilar Faulkner
Councilor Lee Garcia

MEMBERS ABSENT
Councilor Jamie Cassutt, Excused
Councilor Michael Garcia, Excused
Councilor Carol Romero-Wirth, Excused

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager

Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer, virtually

6. APPROVAL OF AGENDA

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

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Mayor Webber, yes.

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve the consent agenda as presented.

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Mayor Webber, yes.

8. PRESENTATIONS

a. STRENGTHENING COMMUNITIES: LEVERAGING STATE AND LOCAL RECOVERY FUNDS FOR HUMAN SERVICES

Given.

9. ACTION ITEMS: CONSENT AGENDA

a. REQUEST FOR APPROVAL OF THE MARCH 12, 2025 REGULAR GOVERNING BODY MEETING MINUTES

Approved on consent.

b. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH KEERS FACILITY SERVICES LLC IN THE TOTAL AMOUNT OF $1,000,000 FOR ON-CALL REMEDIATION SERVICES WITH TERM ENDING DECEMBER 31, 2028.

Approved on consent.

c. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN THE TOTAL AMOUNT OF $339,388 INCLUDING NMGRT FOR ENGINEERING DESIGN SERVICES FOR A FOUR-YEAR TERM.

Approved on consent.

d. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ITEM #24-0505 WITH WH PACIFIC INC. TO REFLECT COMPANY'S CHANGE TO NV5 INC.

Approved on consent.

e. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH ALIVE ELECTRIC, INC. IN THE AMOUNT OF $600,000 EXCLUDING NMGRT FOR ON-CALL GENERAL ELECTRIC SERVICES FOR A FOUR-YEAR TERM.

Approved on consent.

f. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PRICE AGREEMENT ITEM #21-0378 WITH SUB SURFACE CONTRACTING, INC. TO INCREASE COMPENSATION BY $542,187.50 FOR A NEW TOTAL AMOUNT OF $2,168,751 INCLUDING NMGRT FOR ON-CALL CITY-WIDE WATER UTILITY CONSTRUCTION AND REPAIR.

Approved on consent.

g. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PRICE AGREEMENT ITEM #21-0378 WITH A.C.C. CONSTRUCTION, LLC TO INCREASE COMPENSATION BY $542,187.50 FOR A NEW TOTAL AMOUNT OF $1,626,562.50 INCLUDING NMGRT FOR ON-CALL CITY-WIDE WATER UTILITY CONSTRUCTION AND REPAIR.

Approved on consent.

h. REQUEST FOR APPROVAL OF GENERAL SERVICES CONTRACT WITH NEWTERRA CORPORATION, INC., IN THE AMOUNT OF $249,984 FOR THE RENTAL OF SIX AERATORS FOR A SIX-MONTH TERM.

Approved on consent.

I. REQUEST APPROVAL OF A BUDGET AMENDMENT RESOLUTION

(BAR) IN THE AMOUNT OF $150,000 TO FUND TEMPORARY POSITIONS WITHIN THE PUBLIC UTILITIES DEPARTMENT ADMINISTRATIVE DIVISION.

Approved on consent.

j. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE 2025 RAILYARD PLAZA SUMMER SCENE CONCERTS ON JUNE 5, 2025; JUNE 6, 2025; JUNE 12, 2025; JUNE 13, 2025; JUNE 19, 2025; JUNE 20, 2025; JUNE 26, 2025; JULY 18, 2025; JULY 25, 2025; AUGUST 1, 2025; AUGUST 8, 2025; AUGUST 22, 2025; AND AUGUST 29, 2025, PURSUANT SO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

k. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 18TH, 2025, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2C SFCC 1987, AND RESCINDING THE APPROVAL FOR CONSUMPTION ON JUNE 26TH, 2025, WHICH WAS GRANTED IN RESOLUTION 2023-7.

Approved on consent.

l. CONSIDERATION OF RESOLUTION NO_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-12457-GF, TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS ON JEMEZ ROAD, INCLUDING A SEWER LINE SOUTH OF AIRPORT ROAD, TO IMPROVE RESIDENTIAL SEPTIC SYSTEMS.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

a. REQUEST FOR APPROVAL TO PURCHASE TRAFFIC BARRIERS FROM MERIDIAN RAPID DEFENSE GROUP, LLC IN THE TOTAL AMOUNT OF $233,286.79.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request.

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Lindell, yes; Mayor Webber, yes.

b. APPROVAL OF A PROPOSED ANNOUNCEMENT OF THE SALE OR LEASE OF MIDTOWN SITE PARCELS PURSUANT TO RESOLUTION 2021-6.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the announcement.

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Lindell, yes; Councilor Castro, yes; Mayor Webber, yes.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Heard.

13. MATTERS FROM THE CITY CLERK

Heard.

14. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

15. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY SITE SANTA FE ON JUNE 25, 2025, PURSUANT TO SUBSECTION 23.6-2C SFCC 1987.

Introduced.

b. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-24-12455-GF, TO ACQUIRE LAND FOR, AND PLAN, DESIGN, CONSTRUCT, PURCHASE, REPAIR, PERMIT AND IMPROVE, A REGIONAL WASTEWATER TREATMENT PLANT.

Introduced.

c. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAF-24-12458-GF, TO PLAN, DESIGN AND CONSTRUCT WASTEWATER SYSTEM IMPROVEMENTS, INCLUDING SEWER SERVICES AND A STORMWATER PLAN FOR VEREDA DE VALENCIA.

Introduced.

d. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

Introduced.

16. PETITIONS FROM THE FLOOR

Patti Bushee. Ms. Bushee spoke regarding the need for more information on the pallet micro community locations.

Tony Nelson: Mr. Nelson spoke about the micro community locations.

Stephanie Beninato: Ms. Beninato spoke about the Fitness Superstore placement of equipment at Salvador Perez.

Mercedes Marchant: Ms. Marchant spoke against the Agua Fria site.

Anna Gonzales: Ms. Gonzales spoke against the agua Fria site.

Kat Kincaid: Ms. Kincaid spoke in favor of the Agua Fria site as a possible site.

John Hamm: Mr. Hamm spoke against the Agua Fria site.

Butch Kindar: Mr. Kindar spoke against the Agua Fria site and all sites in Santa Fe.

(Inaudible name): Spoke against pallet site.

Angela Nieto: Ms. Nieto spoke against the pallet site.

Elizabeth West: Ms. West spoke of the need homeless folks have for our help and the need we have for them to help us.

Thomas Hughes: Mr. Hughes spoke against the Agua Fria site.

Erin Swetzel: Ms. Swetzel spoke against the Agua Fria site.

Mike Montano: Mr. Montano spoke against the Agua Fria pallet site.

Ellen Sacket: Ms. Sacket spoke against the Agua Fria site.

Mary Hall: Ms. Hall thanked the Governing Body for working on this.

Maggie McGellnik: Ms. McGellnik spoke against the Agua Fria site.

17. PUBLIC COMMENT ON BILLS

None.

18. FINAL ACTION ON LEGISLATION

None.

19. PUBLIC HEARINGS

None.

20. APPOINTMENTS

a. ETHICS AND CAMPAIGN REVIEW BOARD

- **JAMES P SULLIVAN - APPOINTMENT - TERM ENDING 07/2026**

MOTION A motion was made by Councilor Castor, seconded by Councilor Lindell, to approve the appointment.

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Mayor Webber, yes.

21. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 7:34 pm.

Approved By:

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Apr 4, 2025 10:45 MDT)

_____
Elizabeth Martin, Stenographer

CITY OF SANTA FE

Date: March 18, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Director RW
Melissa McDonald, Parks and Open Space Director MMc
Erika Lujan, Grant Manager EL

From: Zoë Isaacson, River and Watershed Manager ZRI

ACTION:
Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $160,000 for the Capital Project SAP 24-I2458-GF Vereda de Valencia Stormwater with a Reversion Date of June 30, 2028. (Zoë Isaacson, River and Watershed Manager, zrisaacson@santafenm.gov)

Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2458-GF.

Request for Approval of a Budget Amendment Resolution to Allocate $160,000 from the Capital Appropriation Grant SAP 24-I2458-GF for Vereda de Valencia Stormwater to FY25 Stormwater Revenue and WIP Design.

BACKGROUND AND SUMMARY:
The New Mexico state legislature has allocated funds to address flooding caused by heavy rain events along Vereda de Valencia, a small road off Airport Road. As part of this initiative, a comprehensive engineering study will be conducted to evaluate the drainage basin and develop a stormwater management plan for the area. A quotation for the engineering analyses has been received, and the project will be funded through the 2024 legislative grant of $160,000.

Funding Source: NM Environment Department
Fund Name/Number: Stormwater / 231
Munis Org Name/Number: Stormwater Drainage / 2310411
Munis Revenue Object Name/Number: NMED / 490190
Munis Expenditure Object Name/Number: WIP Design / 572960
Project Ledger Number: PTW2523101

ATTACHMENTS
Grant Agreement SAP 24-I2458-GF
Memorandum of Understanding with NCNMEDD (included in the Grant Agreement)
BAR
PLID Form

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2458-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 104 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2458-GF $160,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 104, One Hundred Sixty Thousand Dollars, ($160,000.00), from the General Fund to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Hundred Sixty Thousand Dollars, $160,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, One Hundred Sixty Thousand Dollars, $160,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

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

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** *(If Applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

Division Fiscal Officer	Date	Division Project Manager	Date

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE VEREDA DE VALENCIA WWATER SYS IMPROVE - SAP 24-I2458-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER	
B. PROJECT NUMBER		D. GRANT AMOUNT	

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2458-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Regina Wheeler, Public Works Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman,Grant Administrator or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: SANTA FE Project Number: SAP 24-I2458-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Regina Wheeler	Name	Felicity Fonseca
Title	Public Works Director	Title	NCNMEDD Contract Fiscal Agent
Signature	Regina Wheeler Regina Wheeler (Feb 27, 2025 09:22 MST)	Signature	Felicity Fonseca Felicity Fonseca (Feb 28, 2025 08:20 MST)
Address	737 Agua Fria St., Santa Fe, NM 87501	Address	3900 Paseo Del Sol, Santa Fe, NM 87507
Email	rawheeler@santafenm.gov	Email	felicityf@ncnmedd.com'
Phone	505-690-4197	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A.CHAPMAN DAVID A.CHAPMAN (Feb 27, 2025 09:12 MST)	Signature	
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (104), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2458-GF, in the amount of One Hundred Sixty Thousand Dollars ($160,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Monica Abeita (Feb 28, 2025 10:55 MST)

_____

Signature of Official with Authority to Bind Fiscal Agent

By: Monica Abeita

(Type or Print Name)

Its: Executive Director

(Type or Print Title)

Feb 28, 2025

Date

Revised 4-20-18

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Stormwater	12/10/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Vereda de Valencia Stormwater Plan	2310411	572960	PTW2523101	160,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMED - SAP 24-I2458 GF Vereda de Valencia Stormwater Plan	2310411	490190	PTW2523101	(160,000)	
				$ -	$ -

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

Agreement with NM Enviroment Department for the Vereda de Valencia Stormwater Plan in the total amount of $160,000.

Term 06/30/2028 (NMED SAP 24-I2458-GF)

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

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

Halona Crowe — 12/10/2024
Prepared By *{print name}* — Date

Melissa McDonald — Mar 20, 2025
Division Director Signature *{optional}* — Date

Regina Wheeler — Mar 21, 2025
Regina Wheeler (Mar 21, 2025 10:11 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 #:

Andy Hopkins — Mar 25, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/10/2024

Project Title: Vereda De Valencia Stormwater Plan

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PTW2523101
Grant ID: S2549
Approved By: Erika Lujan (Dec 12, 2024 11:38 MST)
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Zoe Isaacson Ext: 6853

Project Date Range: 12/10/2024 to 06/30/2028 ☑ Create Fixed Asset

---

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

Funding Source: NMED SAP 24-I2458-GF % of Funding: 100%

MUNIS ORG: 2310411 MUNIS OBJ: 490190 Awarded Amount: $160,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Design MUNIS ORG: 2310411 MUNIS OBJ: 572960

Phase: Construction MUNIS ORG: 2310411 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other:

GRANTS ONLY:

Grantor Name: NMED SAP24-I2458 GF Awarded Amount: 160,000.00

AR Charge Code: 2310411.490190 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700004 Federal CFDA (if applicable): N/A

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

Signature: Erika Lujan
Erika Lujan (Mar 25, 2025 10:01 MDT)

Email: evlujan@santafenm.gov

DATE: March 12, 2025

TO: Governing Body

FROM: Chelsey Johnson, Arts and Culture Director CJ

VIA:

RE: Request for FY25 BAR for Arts & Culture

ACTION:

The Arts and Culture Department, respectfully requests approval of $794,164 in one-time funding from FY24 Lodger's Tax balances to assist in funding sponsorships, consultants, and grants and services for FY25.

BACKGROUND AND SUMMARY:

In FY25, Arts and Culture has managed and supported significant one-time initiatives beyond our usual scope of operations. These include:

- public programming and additional advertising for the 20th anniversary of Santa Fe's prestigious UNESCO Creative City designation
- an extensive inventory, processing, and proper disposition of thousands of items of film, photography, and music equipment at Garson Studios and Benildus Hall on the Midtown Campus
- sponsorship of popular and culturally meaningful Santa Fe events including the Canyon Road Halloween Walk, Dia de Los Muertos, the Poeh Pathways Winter Arts Market, Black History Month celebrations, the Lensic's Summer Stage, Juneteenth, and Pride
- funding a feasibility study for the future restoration and operation Garson Theater at Midtown, in collaboration with the Midtown Redevelopment Authority

We therefore request a BAR of funds from our Lodger's Tax balance reserves to pay for these operations.

FUNDING SOURCE:

Fund Name/Number: 213/ Lodgers Tax Fund

Org Name/Number: Arts and Culture/2132775

Munis Expenditure Object Name/Number:

Sponsorship Expense 2132775.562800
Other Consulting 2132775 / 510340
Advertising 2132775 / 561850
Arts CIP 3502775 / 760350
Arts CIP - Other Consulting 3502775 / 510340

ATTACHMENTS: BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Arts and Culture Department	3/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Sponsorship Expense	2132775	562800		120,000	
Other Consulting	2132775	510340		150,000	
Advertising	2132775	561850		90,000	
Arts CIP - Other Consulting	3502775	510340		60,000	
Arts (Lodgers' Tax) - Capital Transfer to Arts CIP	2132775	760350		434,164	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Arts CIP - Capital Transfer from Arts (Lodgers' Tax)	3502775	660213		(434,164)	
				$ 420,000	$ -

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

Appropriation of FY24 Lodgers' Tax earned in excess of budget estimates for ongoing Arts & Culture initiatives, both in the Arts operating fund (2132775) and the Arts CIP fund (3502775).

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
213	(794,164)
350	374,164
TOTAL:	(420,000)

Melissa Velasquez — 3/25/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Chelsey Johnson (Mar 26, 2025 11:17 MDT) — Mar 26, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval

Agenda Item #:

Andy Hopkins
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Signature: Chelsey Johnson (Mar 28, 2025 09:29 PDT)

Email: cxjohnson@santafenm.gov

CITY OF SANTA FE

MEMORANDUM

DATE: March 27, 2025

TO: Quality of Life Committee, Finance Committee, and Governing Body

FROM: Alvin Valdez, Benefits and Wellness Manager Alvin Valdez

Via: Bernadette Salazar, Human Resources Director Bernadette Salazar
Travis Dutton Leyda, Chief Procurement Officer
Emily Oster, Finance Director
Chris Ryan, Senior Assistant City Attorney

SUBJECT: Health Benefits Administrative Services Contract

Vendor Name: Blue Cross Blue Shield New Mexico

Vendor Number: 10765

RFP Number: 25068

ACTION:
Request for Approval of an Administrative Services to administer a self-funded health insurance plan Contract with Blue Cross Blue Shield of New Mexico. Compensation not to exceed $23,054,885.00, excluding gross receipts tax, for the first year. The contract includes provisions for potential extension up to ten years from the date of the final signature, subject to negotiation of additional terms and conditions, unless earlier terminated under the terms of paragraph 5 (Termination) or paragraph 6 (Appropriations) of Contract

CONTRACT NUMBER:
The FY26 Munis Contract number is 3250504

BACKGROUND ANND SUMMARY:
The City of Santa Fe administers a self-funded health insurance plan. Under a self-funded model, both the City and its employees contribute premiums to cover healthcare claims and administrative costs. This model allows for greater customization of the plan and significant cost savings. To manage this plan, the City contracts with a third-party administrator (TPA) responsible for processing claims and performing administrative functions.

The City of Santa Fe's current contract with Cigna Healthcare is set to expire on June 30, 2025. As a result, a Request for Proposals (RFP) was issued for the selection of a Health Benefits Administrator for Fiscal Year 2026 and beyond. For the first time in the City's procurement history, the Best Value Approach (BVA) was utilized. This new procurement method is designed to identify highly qualified vendors by evaluating comprehensive service offerings and competitive pricing through a metrics- and data-driven process. The BVA model emphasizes transparency and objectivity, requiring a blind, unbiased review of all Offerors'

submissions by a panel of stakeholders.

Pursuant to Resolution No. 2005-02, the City is required to appoint members of the Benefits Advisory Committee for City Employees to serve on the evaluation committee.

- Louis Demella, representing AFSCME
- Eric Sanchez, representing Police
- Isaiah Gonzales, representing Fire
- Bernadette Salazar, representing Non-Union Employees and Human Resources

In addition to the evaluation panel, the City's contracted Health Benefits Consultant team, AON, conducted an independent and thorough analysis of each submission. Following completion of the evaluation process, Blue Cross Blue Shield of New Mexico (BCBSNM) received the highest overall score and was selected as the recommended vendor for contract award. For additional details on the evaluation process, scoring methodology, and results, please refer to the attached Health Evaluation Committee Report.

The City is proposing to enter into a new contract with **Blue Cross Blue Shield of New Mexico (BCBSNM)** as the third-party administrator for the City's self-funded health insurance program. BCBSNM has demonstrated expertise in administering comprehensive health insurance benefits and is capable of maintaining the City's current plan options with minimal disruption. Additionally, BCBSNM offers improved guarantees, financial credits, and service-level commitments that are anticipated to enhance member experience and generate cost efficiencies for the City.

The proposed contract is currently structured as a four-year agreement, with the option to extend the term up to ten years, where the initial annual cost is **$23,054,885.00,** with an estimated four (4) year total value of **$92,219,540.00 (including New Mexico Gross Receipts Tax)**. The agreement allows for the issuance of purchase orders as a guarantee of payment for services provided, and covers administrative fees, claims processing, and related health insurance services. The City and BCBSNM may negotiate extending the term of this contract for up to **ten (10) years** from the date of final signature, unless otherwise terminated according to the contract provisions.

Recommendation:
Staff recommends approval of the contract with Blue Cross Blue Shield of New Mexico for the provision of health insurance administrative services for the City's self-funded health plan.

Fiscal Impact:
Funding for this contract is included in the approved budget for employee health benefits and will be subject to annual appropriation.

Budget Officer / Designee: _____ **Date:** 03/27/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 03/27/2025

CPO Comment/Exceptions: RFP # 25068

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHEMENTS:

Contract
COI
Evaluation Committee Report -> Emailed
Aon FY26 Medical/RX Presentation
Resolution No. 2005-52 GIBAC
SOW Determination
Horizons Services

Item #: _____
Munis Contract #: 3250504
RFP#: 25068

CITY OF SANTA FE

ADMINISTRATIVE SERVICES CONTRACT

THIS CONTRACT is made and executed by and between the **City of Santa Fe**, New Mexico, hereinafter referred to as the '**City**,' and **Blue Cross and Blue Shield of New Mexico**, hereinafter referred to as the '**Contractor**.' This Contract becomes effective upon approval by the City's Governing Body and execution by the Mayor, as set forth below.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has determined that this Contract complies with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199, and that the procurement process adhered to the requirements of NMSA 1978, Section 13-1-111 for the Request for Proposals (RFP); and

The City and the Contractor hereby agree as follows:

1. **Scope of Work**

The Contractor shall provide the following services-for the City:

- Medical/pharmacy administration services, individual stop loss ($250,000 current and $300,000 option), aggregate stop loss, and wellness
  - Employee Assistance Program (EAP) – will consider stand alone and carved-in (with medical or life) solutions
- Dental administration services
- Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA)
- Wellness Program Assistance

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as an administrative service, rendering services related to Health Benefits Administrative Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, 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 satisfactorily performed at the rate listed on the Exhibits, attached herein, the dollar amounts per

employee per month fees such compensation not to exceed twenty-three million, fifty-four thousand, eight hundred eight-five dollars ($23,054,885.00), excluding gross receipts tax for year one (1). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ($23,054,885.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (TOTAL AMOUNT INCLUDING GRT) for year one (1). Compensation total contract term shall be based on the available budget and services provided totaling approximately ninety-two million, two hundred nineteen thousand, five hundred forty dollars ($92,219,540.00).**

B. Payment. The total compensation under this Contract shall not exceed **$23,054,885.00** including New Mexico gross receipts tax for the first year. All subsequent years shall be based on the available budget and work performed. This amount includes New Mexico gross receipts tax. **This amount is not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided that exceed the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. **Intent**. In consideration of Contractor 's obligations as set forth in the Agreement and at the end of each Employer Payment Period (as defined in Exhibit A's Exhibit 2, Section 2), the City shall pay to Contractor or shall provide access for Contractor to obtain, Employer Payment amount due for that Employer Payment Period.

D. Confirmation or Notification of Amount Due and payment Due Date. The City shall confirm with Contractor or Contractor shall notify the City's financial division, of Employer Payment for each Employer Payment Period and when such payment is due. Confirmation or notification shall be in accordance with Employer Payment Method elected in the Fee Schedule specifications of the most current ASO BPA and the following:

- ***If Employer Payment Method is by Check,*** Contractor shall issue Employer a settlement statement which will include Contractor's mailing address for check remittance and the date payment is due.
- ***If Employer Payment Method is other than Check,*** Employer shall confirm on-line the amount due by accessing Contractor's "Blue Access for Employers" (as provided in Exhibit 1); or Contractor shall advise Employer by email or facsimile (at an email address or facsimile number to be furnished by Employer prior to the effective date of the Agreement) or by such other method mutually agreed to by the Parties, of the amount due. Employer Payment must be made or obtained within forty-eight (48) hours of confirmation by Employer or Employer's notification by Contractor. If any day on which an Employer payment is due is a holiday, such payment will be made or obtained on the next business day.

E. ***Late Payments.*** Late payments are subject to the penalties outlined in Exhibit C, Section 7.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE MAYOR. As permitted by NMSA 1978, Sections 13-1-150 through 13-1-152, the parties may negotiate additional terms for the extension of this Contract for up to **ten (10) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

This Contract may be terminated as follows:

a. By either Party at the end of any month after the end of the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA with thirty (30) days' prior written notice to the other party; or

b. By both Parties on any date mutually agreed to in writing; or

c. By either Party, in the event of conduct by the other Party constituting fraud, misrepresentation of material fact or material breach of the terms of this Agreement, upon written notice and following expiration of the cure period as provided under Exhibit A'a Section 4.9; or

d. By Contractor, if the City fails to pay Timely all amounts due under this Agreement including, but not limited to, all amounts pursuant to and in accordance with the specifications of the Fee Schedule of the most current ASO BPA, upon the City's failure to cure the non-payment within thirty (30) days of written notice of the nonpayment to the City as provided in Exhibit C, Section 7.1.

6. Appropriations

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

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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for

tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

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

9. Subcontracting

In performing the Services, primary Contractor, at its sole discretion, may contract with or delegate to other entities for performance of any of the Services; provided, however, Contractor shall remain fully responsible and liable for performance of any such Services to be performed by Contractor but contracted or delegated to other entities. Further, any of the Services may be performed by Contractor, any subsidiary or affiliate of Contractor, and any successor entity or entities to Contractor, whether by merger, consolidation, or reorganization, without prior written approval by the City. No subcontracts shall obligate direct payment from the City.

10. Release

Subject to the terms of Exhibit C, Section 8, final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

The City acknowledges that certain of Contractor's Proprietary Marks and Business Confidential Information are utilized under a license from the Blue Cross and Blue Shield Association ("BCBSA" or "the Association"). The City agrees not to contest (i) the Association's ownership of, or the license granted by the Association to Contractor for use of, such Proprietary Marks and (ii) Contractor's ownership of its Proprietary Marks or Business Confidential Information.

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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

C. This Contract may be amended by mutual written agreement of the Parties. Notwithstanding the foregoing, any amendments required by law, regulation, or order ("Law") or by Contractor or the Blue Cross Blue Shield Association hereinafter referred to know as "Association," may be implemented by Contractor upon at least sixty (60) calendar days' prior notice to the City or such time period as may be required by law. Amendments required by Law shall be effective retroactively, if applicable, as of the date required by such Law. If the City does not object within sixty (60) days after receiving such notice, the proposed amendment will be deemed to be agreed upon and will become a part of this Agreement. If the City objects to such amendment within thirty (30) days of receipt of notice of such amendment, the Parties shall then engage in good faith negotiations to amend the amendment. In the event of such objection, if the Parties cannot agree on terms of the amendment in a satisfactory manner, either Party shall be allowed to proceed to terminate the Agreement, as set forth in Section 5, or, at its option, Contractor may cease performing the obligations impacted by such Law.

15. Entire Agreement

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body

of this Contract shall control. This Agreement, including all Exhibits and Addenda of this Agreement, represents the entire agreement and understandings of the Parties with respect to the subject matter of this Agreement. All prior or contemporaneous agreements, understandings, representations, promises, or warranties, whether written or oral, in regard to the subject matter of this Agreement, including any and all proposal documents submitted by Contractor to the City (collectively, the "Prior Communications") are superseded, except as otherwise expressly incorporated into this Agreement. The provisions of this Agreement shall prevail in the event of a conflict with any Prior Communications that either Party or a third party asserts to be a component of the Agreement between the Parties.

The Exhibits and Addenda of this Agreement are:

a. Exhibit A - Administrative Services Agreement

b. Exhibit B – Claim Administrator Services

c. Exhibit C – Fee Schedule and Financial Terms

d. Exhibit D – Notices/Required Disclosures

e. Exhibit E – ASO BPA

f. Exhibit F – Blue Cross and Blue Shield Association Disclosures and Provisions

g. Exhibit G – Recovery Litigation Authorization

h. Exhibit H – Pharmacy Benefit Management Services

16. Penalties for violation of law

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

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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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 Contract may be terminated by the City.

20. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with a limit of $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 list the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

21. Records

a. **Records Retention.** Contractor shall retain all Claim records for the longer of (i) the time period required by applicable law or (ii) the time period required by Contractor's records retention policy, which policy is subject to change by Contractor. The failure to agree upon a retention period shall not constitute breach of this Agreement.

b. **Record Requests.** For a period of one (1) year following termination of this Agreement, Contractor shall, upon the request of the City for general purposes ("Data Reclamation Request"), provide to the City, a copy of all Claim determination records, excluding any and all of the Business Confidential

Information of Contractor, other Blue Cross and/or Blue Shield companies, or Contractor's subsidiaries, affiliates, and vendors, in the possession of Contractor. Within a mutually agreeable time frame of receipt of the Data Reclamation Request, Contractor shall transmit the dataset in a form mutually agreed upon by the Parties with the cost of preparing the information for transmittal to be borne by the City. The time period for general record requests does not impact nor restrict any legal, regulatory, or mandated data requests.

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 Contract, caused by the negligent act or failure to act by the Contractor, its officers, employees, servants, subcontractors or agents, 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 Contract. The Contractor shall not be liable for or be required to defend or indemnify against any claims, suits or proceedings resulting from any negligent act or omission on the part of the City, its officers or its employees. Each party shall, to the extent possible, advise the other party of any legal actions against it or the other party which involve the Plan or the obligations of either party under the Plan or this Agreement. It is further agreed that each party (provided no conflicts of interest exist) shall fully cooperate with the other party in the defense of any action arising out of matters related to the Plan or this Agreement.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition

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

25. Enforcement of Contract

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

26. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Bernadette Salazar, Human Resources, 200 Lincoln Avenue, Santa

Fe, NM, 87504 To the Contractor:

Blue Cross Blue Shield of New Mexico, Amanda Romero, 5701 Balloon Fiesta Parkway NE, Albuquerque, NM 87113, Amanda_Romero@bcbsnm.com

27. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

28. Non-Collusion

By signing this Contract, the Contractor certifies that they have not, either directly or indirectly, engaged in any action that restrains free competitive bidding in connection with the proposal submitted to the City.

29. Default and Force Majeure

Except as it pertains to Claims and Fees under this Contract , 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 Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

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

CITY OF SANTA FE: CONTRACTOR:

ALAN WEBBER, MAYOR

Marlene Baca,
BCBSNM, VP

DATE: March 24, 2025

NMBTIN #:02-393150-007

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Mar 26, 2025 16:29 MDT)

SENIOR ASSISTANT

CITY ATTORNEY

APPROVED FOR

FINANCES:

Emily K. Oster 03/27/2025

FINANCE DIRECTOR

EXHIBIT A

BlueCross BlueShield of New Mexico

ADMINISTRATIVE SERVICES AGREEMENT

The Effective Date of this Agreement is July 1, 2025.

For Employer Group Number(s): As specified on the most current ASO BPA (as defined below).

Account Number: NM423417

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and consent to all of its terms and conditions as of the date and year specified below.

BLUE CROSS AND BLUE SHIELD OF NEW MEXICO,
a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company

By:
Title: BCBSNM, Sales VP
Date: March 24, 2025

CITY OF SANTA FE ("EMPLOYER")

By: _____
Title: _____
Date: _____

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This Agreement made as of the Effective Date, by and between **Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** ("Claim Administrator"), and Employer, for Employer Group Number(s) set forth on page one (1) of this Agreement (each a "Party" and collectively, the "Parties"), WITNESSETH AS FOLLOWS:

RECITALS

WHEREAS, as part of Employer's benefit plan offered to its employees and their eligible dependents, Employer has established and adopted a Plan as defined herein; and

WHEREAS, Employer on behalf of the Plan has executed an Administrative Services Only Benefit Program Application ("ASO BPA") and Claim Administrator has accepted such ASO BPA attached hereto as Exhibit E; and

WHEREAS, Employer on behalf of the Plan desires to retain Claim Administrator to provide certain administrative services with respect to the Plan; and

WHEREAS, the Parties agree that it is desirable to set forth more fully the obligations, duties, rights, and liabilities of Claim Administrator and Employer.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Claim Administrator hereby agree as follows:

SECTION 1: CLAIM ADMINISTRATOR RESPONSIBILITIES

1.1 **Appointment.** Employer hereby retains and appoints Claim Administrator to provide the services set forth in Exhibit B in connection with the administration of the Plan ("Services"). Employer agrees that it will not perform or engage any other party to perform the Services with respect to any Covered Persons while this Agreement is in effect.

1.2 **Claim Administrator Responsibility.** Claim Administrator shall be responsible for and bear the cost of compliance with any federal, state, or local laws that may apply to Claim Administrator's performance of its Services except as otherwise provided in this Agreement. Claim Administrator does not have final authority to determine Covered Persons' eligibility or discretion to establish or construe the terms and conditions of the Plan. Claim Administrator shall have no responsibility for or liability with respect to the compliance or non-compliance of the Plan with any applicable federal, state, and local rules, laws and regulations; and Employer shall have the sole responsibility for and shall bear the entire cost of compliance with all federal, state, and local rules, laws, and regulations, including, but not limited to, any licensing, filing, reporting, modification requirements, and disclosure requirements that may apply to the Plan, and all costs, expenses and fees relating thereto, including, but not limited to, local, state, or federal taxes, penalties, Surcharges or other fees or amounts regardless of whether payable directly by Employer or by or through Claim Administrator.

1.3 **Claim Appeals.** Appeals will be reviewed with a new full and fair review. If the denial reason was due to medical necessity or experimental/investigational clinical rationale, the appeal will be reviewed by a qualified Physician who had no involvement in the initial review or any prior reviews. If, pursuant to such review, the clinical decision is upheld, then the Covered Person may have the right to seek Independent External Review. The decision of the independent review organization ("IRO") will be final and binding.

1.4 **External Review Coordination.** If elected by Employer on the most current ASO BPA, Claim Administrator will coordinate, and Employer shall pay for, external reviews by IROs as described in Exhibit B and/or the most current ASO BPA, but in no event shall Claim Administrator have any liability or responsibility for any claim determination, act, or omission by an IRO in connection with any Independent External Review.

1.5 **Claim Administrator Review of Eligibility Records.** During the term of this Agreement and within one hundred eighty (180) days after its termination, Claim Administrator may, upon at least thirty

(30) days' prior written notice to Employer, conduct reasonable reviews of Employer's membership records with respect to eligibility.

SECTION 2: EMPLOYER RESPONSIBILITIES

2.1 **Employer Responsibility.** Employer retains full and final authority and responsibility for the Plan, payment of Claims under the Plan, determinations of eligibility under the Plan, and its operation. Notwithstanding the foregoing, Claim Administrator remains responsible for the performance of its obligations under the terms of this Agreement. Claim Administrator performs Services for Employer in connection with the Plan within the framework, practices, and procedures of Employer and only as expressly stated in this Agreement or as otherwise mutually agreed. If Employer requests for itself or directs Claim Administrator to work directly with Employer's third-party consultants and/or subcontractors ("Employer's Vendor(s)") in connection with the Services Claim Administrator is providing to Employer, Employer acknowledges and agrees that the services offered by the Employer's Vendor(s) to Covered Persons are offered as a component of the Plan and are consistent with the Employer's Plan design and supported by the Employer's Plan documents. Employer shall remain fully responsible and liable for the performance of any of Employer's Vendors to the extent Employer contracts for services related to the Plan or delegates to other entities any of its obligations under the Plan and for communicating with Covered Persons about any potential consequences or implications related to the services provided by the Employer's Vendor(s). Employer acknowledges and agrees that Claim Administrator shall have no fiduciary obligation with respect to the directions to work with Employer's Vendor(s).

The Parties acknowledge and agree Claim Administrator does not insure or underwrite the liability of Employer under the Plan and has no responsibility for designing the terms of the Plan or the benefits to be provided thereunder.

2.2 **Employer's Vendor's Responsibility**. Employer will identify to Claim Administrator any of Employer's Vendors and describe to Claim Administrator the services they provide to the Plan. Employer represents and warrants that it has entered into separate contracts with any of Employer's Vendors. Employer agrees that in connection with any services the Employer's Vendor(s) perform related to the Plan, Employer's Vendor(s) shall not engage with or contact any Providers except as authorized in writing by Claim Administrator. Employer agrees that neither Claim Administrator nor any of Claim Administrator's affiliates, delegates, subcontractors, or assigns shall have any responsibility for any act, error, or omission of Employer's Vendor(s). Employer also agrees Claim Administrator or any of Claim Administrator's affiliates, delegates, subcontractors, or assigns performance under this Agreement shall be excused to the extent they are unable to perform or their performance is affected due to the actions or omissions of Employer's Vendor(s).

2.3 **Employer's Direction as to Benefit Design.** Employer shall direct Claim Administrator as to the terms and scope of benefits under the Plan and such directions shall be documented in a benefit matrix, highlight sheets, and similar documentation (collectively, "Matrix"), and the ASO BPA. Employer agrees that Claim Administrator shall process Claims in accordance with the Matrix and the ASO BPA. Employer agrees Claim Administrator may rely on the most current version of the Matrix and the ASO BPA as the authorized document that governs administration of Employer's Plan under this Agreement and will prevail in the event of any conflict with any other electronic or paper file.

2.4 **Eligibility.** Employer shall determine eligibility for coverage under the Plan. Employer is responsible for any benefits paid for a terminated Covered Person until Employer has notified Claim Administrator of such Covered Person's termination. Any clerical errors with respect to eligibility will not invalidate coverage that would otherwise be validly in force or continue coverage that would otherwise validly terminate. Such errors will be corrected according to Claim Administrator's reasonable administrative practices including, but not limited to, those related to Timely notification of a change in a Covered Person's status.

2.5 **Notices to Covered Persons.** Unless otherwise stated in this Agreement, Employer is responsible for all communications to Covered Persons, including as to the terms of the Plan. In addition, if this

Agreement is terminated pursuant to Section 6.1, Employer agrees to notify all Covered Persons. Employer shall also communicate the provisions of Exhibit D to Covered Persons.

2.6 **Required Plan Information.** Employer shall furnish on a Timely basis to Claim Administrator information concerning the Plan and Covered Persons that Claim Administrator may require and request to perform its duties including, but not limited to, the following:

a. All documents by which the Plan is established and any amendments or changes to the Plan.

b. All data as may be required by Claim Administrator with respect to any Covered Persons.

c. Employer shall Timely notify Claim Administrator in a mutually agreeable format of any change in a Covered Person's status under this Agreement.

d. By providing Covered Persons information that may include a telephone and text number, the Employer agrees that Claim Administrator may use that information to secure the Covered Person's consent to contact them via their preferred method of communication (e.g., phone, text, email) with the Claim Administrator.

e. Employer is responsible for ensuring that the terms of the Plan are consistent with the terms of this Agreement.

2.7 **Grandfathered Health Plans (If Applicable).** Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least sixty (60) days' advance written notice) of any changes that would cause any benefit package of its Plan(s) to lose its status as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide notice thereof as required) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of this Agreement. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any Plan's grandfathered health plan status or any representation regarding any Plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference into and become part of this Agreement, and Employer represents and warrants that the information it submits on such Form is true, complete, and accurate.

2.8 **Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans (If Applicable).** If Claim Administrator provides Services for any retiree-only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a Plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of this Agreement. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any Plan's exempt plan status or any representation regarding any Plan's exempt plan status.

2.9 **Summary of Benefits and Coverage ("SBC").** Unless otherwise provided in the applicable ASO BPA and SBC Addendum (if applicable), Employer acknowledges and agrees that Employer will be responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will Claim Administrator have any responsibility or obligation with respect to the SBC and that Claim Administrator will not be obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information.

2.10 **Employer Audits Claim Administrator.** During the term of this Agreement and within one hundred eighty (180) days after its termination, Employer or an authorized agent of Employer (subject to Claim Administrator's reasonable approval) may, upon at least ninety (90) days' prior written notice to Claim Administrator, conduct reasonable audits of records related to Claim Payments to verify that Claim Administrator's administration of the covered health care benefits is performed according to the terms of this Agreement. Any review of Claim information by Employer or an authorized agent of Employer to evaluate Claim Administrator's performance of the administrative services provided

according to the terms of this Agreement shall be subject to the terms of this Section. Contingency fee-based audits are not supported by Claim Administrator. Audit samples will be limited to no more than three hundred (300) Claims. If a pattern of errors is identified in an audit sample, Claim Administrator shall also identify Claims with the same errors and will reprocess such identified Claims in accordance with Claim Administrator's policies and procedures. Notwithstanding anything in this Agreement to the contrary, in no event will Claim Administrator be obligated to reprocess Claims or reimburse Employer for alleged errors based upon audit sample extrapolation methodologies or inferred errors in a population of Claim Payments. Employer will be responsible for all costs associated with the audit. Employer will reimburse Claim Administrator for all reasonable expenditures necessary to support audits conducted after termination of this Agreement. All such audits shall be subject to Claim Administrator's then current external audit policy and procedures, a copy of which shall be furnished to Employer upon request to Claim Administrator. The audit period will be limited to the current Agreement year and the immediately preceding Agreement year. No more than one (1) audit shall be conducted during a twelve (12) consecutive-month period, except as required by state or federal government agency or regulation. Prior to Employer's authorized gaining access to the information and files maintained by Claim Administrator, Employers agent shall agree to the terms of the data exchange agreement referenced in section 3.4 and agree to hold harmless and indemnify Claim Administrator in writing of any liability from disclosure of such information by executing an Audit Agreement with Claim Administrator that sets forth the terms and conditions of the audit. Claim Administrator has the right to implement reasonable administrative practices in the administration of Claims.

SECTION 3: CONFIDENTIAL DATA, INFORMATION AND RECORDS

3.2 **Use and Disclosure of Covered Persons' Information.** The Parties acknowledge and agree that they have entered into a Business Associate Agreement ("BAA") as required by HIPAA. The Parties agree the BAA will govern the use, access, or disclosure of all personally identifiable information ("PII"), including Protected Health Information ("PHI"), Claim Administrator may collect or receive. While Claim Administrator does not anticipate receiving or collecting PII about Covered Persons that is not PHI, Claim Administrator agrees to protect and secure any PII of Covered Persons according to the terms of the BAA and agrees to fulfill any other obligations related to PII as required therein.

3.3 **Electronic Exchange of Information.** If Employer and Claim Administrator exchange data and information electronically, Employer agrees to transfer on a Timely basis all required data to Claim Administrator via secure electronic transmission on the intranet and/or internet or otherwise, in a format mutually agreed to by the Parties. Further, Employer is responsible for maintaining any enrollment applications and enrollment documentation, including any changes completed by Covered Persons, and to allow Claim Administrator reasonable access to this information as needed for administrative purposes.

Employer authorizes Claim Administrator to submit reports, data, and other information to Employer in the electronic format mutually agreed to by the Parties.

3.4 **Providing Data to Employer's Vendor(s).** If Employer requests for itself or Claim Administrator to provide data directly to Employer's Vendor(s), Employer acknowledges and agrees that it will execute and shall require Employer's Vendor(s) to execute Claim Administrator's then-current data exchange agreement. Employer hereby acknowledges and agrees, and Employer's Vendor(s) shall acknowledge and agree:

a. That the requested documents, records, and other information (for purposes of this Section 3, "Confidential Information") are proprietary and confidential in nature and that the release of the Confidential Information may reveal Claim Administrator's Business Confidential Information.

b. To maintain the confidentiality of the Confidential Information and any Business Confidential Information (for purposes of this Section 3, collectively, "Information") and to prevent unauthorized use or disclosure by Employer's Vendor(s) or unauthorized third parties, including those of its employees not directly involved in the performance of duties

under its contract with Employer, to the same extent that it protects its own confidential information.

c. To use and limit the disclosure of the Information strictly for and to the minimum extent necessary to fulfill the purpose for which it is disclosed.

d. To maintain the Information at a specific location under its control and take reasonable steps to safeguard the Information.

e. To use, and require its employees to use, at least the same degree of care to protect the Information as is used with its own proprietary and confidential information.

f. To not duplicate the Information furnished in written, pictorial, magnetic and/or other tangible form except as necessary to fulfill the purposes of this Agreement or as required by law.

g. To not sell, re-sell, or lease the Information.

h. To securely return or securely destroy the Information at the direction of Claim Administrator or within a reasonable time after the termination of this Agreement, not to exceed sixty (60) days thereafter.

Employer shall provide Claim Administrator in writing the names of any Employer's Vendors with whom Claim Administrator is authorized to release, disclose, or exchange data and provide written authorization and specific directions with respect to such release, disclosure, or exchange. If Employer's Vendor(s) perform services that involve the use, access or disclosure of PHI as defined by HIPAA, the identity of Employer's Vendor(s) shall be documented within the BAA between Claim Administrator and Employer.

3.5 **Business Confidential Information and Proprietary Marks.** The Parties acknowledge that Claim Administrator has developed, acquired, or owns certain Business Confidential Information ("BCI"). Employer shall not use or disclose such Business Confidential Information, including this Agreement, to any third party without prior written consent of Claim Administrator. Employer agrees to provide written notice to Claim Administrator if Employer believes it is required by law to disclose BCI, including but not limited to this Agreement, to any entity or person, including but not limited to any Covered Person, any Covered Person's authorized representative, or any governmental entity, so that Claim Administrator has the opportunity to object and ensure appropriate confidentiality protections are in place. Employer will at all times remain responsible for maintaining the confidentiality of this Agreement and shall ensure that any affiliated entities or third-party representatives to whom the Agreement is disclosed are bound in writing not to further disclose this Agreement without the prior written consent of Claim Administrator. Neither Party shall use the name, symbols, copyrights, trademarks, or service marks ("Proprietary Marks") of the other Party or the other Party's respective clients in advertising or promotional materials without prior written consent of the other Party; provided, however, that Claim Administrator may include Employer in its list of clients.

3.6 **Infringement.** Claim Administrator agrees not to infringe upon, dilute or harm Employer's rights in its Proprietary Marks. Employer agrees not to infringe upon, dilute or harm Claim Administrator's rights in its Proprietary Marks, including those Proprietary Marks owned by the Association and utilized by Claim Administrator under a license with the Association.

3.7 **De-Identified Data.** Employer authorizes Claim Administrator to deidentify PHI or PII. Claim Administrator may use or disclose a limited or de-identified data set for any purpose permitted by HIPAA and/or the HIPAA Privacy Rule in effect as of the effective date of this Agreement, unless subsequently prohibited by superseding law or expressly restricted under the BAA entered into between the Parties.

SECTION 4: LITIGATION, LEGAL PROVISIONS, ERRORS, AND DISPUTE RESOLUTION

4.1 **Litigation.** Each party shall, to the extent possible, advise the other party of any legal actions against it or the other party which involve the Plan or the obligations of either party under the Plan or this Agreement. It is further agreed that each party (provided no conflicts of interest exist) shall

fully cooperate with the other party in the defense of any action arising out of matters related to the Plan or this Agreement."

4.2 **Claim Overpayments.** Employer acknowledges that unintentional administrative errors may occur. If Claim Administrator becomes aware of a Claim Overpayment to a Provider or Covered Person, Claim Administrator is authorized to follow its recovery processes, including, but not necessarily limited to, those items described below ("Recovery Process(es)"). Claim Administrator, however, will not be required to enter into litigation to obtain a recovery, unless specifically provided for elsewhere in this Agreement. Nor will Claim Administrator be required to reimburse the Plan, except for when gross negligence or intentional misconduct by Claim Administrator caused the Overpayment.

Recovery Process. Claim Administrator, on behalf of Employer, or on behalf of itself as an insurer, has the right to obtain a refund of an Overpayment from a Provider or a Covered Person. Unless otherwise agreed upon between Claim Administrator and the Provider, when a Provider fails to return an Overpayment to Claim Administrator, Claim Administrator has the right to utilize the following mechanisms to recover the Overpayment:

For purposes of Section 4.2(a.-e.) below, "Other Plan(s)" or "Another Plan" means any health benefit plan, including, but not limited to, individual and group plans or policies administered or insured by Claim Administrator.

a. **Reductions from Future Payments to Network Providers.** Claim Administrator has the right to offset future payments owed to the Provider: (i) from the Plan, or (ii) if the Provider is a Network Provider, from Other Plans, up to an amount equal to the Overpayment (collectively, "Offset").

b. **Cross-Plan Offsets for Network Providers.** Claim Administrator has the right to reduce Another Plan's payment to a Network Provider by the amount necessary to recover the Plan's Overpayment to the same Network Provider and to remit the recovered amount to Employer (net of fees, if any). Likewise, Claim Administrator has the right to reduce the Plan's payment to a Network Provider by the amount necessary to recover Another Plan's Overpayment to the same Network Provider and to remit the recovered amount to the Other Plan (each, a "Cross-Plan Offset").

c. **Division of Recovery for Multiple Plans.** If Claim Administrator has made Overpayments to a Network Provider for more than one (1) Other Plan, Claim Administrator has the right to Offset two (2) or more of the Overpayments collectively against future payments owed to Another Plan as part of a single transaction, resulting in an Overpayment recovery amount which shall be applied based on the age of the Overpayments, beginning with the oldest outstanding Overpayment, or has the right to Offset as otherwise set forth in this Section 4.

d. **Employer Authorization for Offsets and Cross-Plan Offsets.** Employer authorizes and directs Claim Administrator to perform Offsets and Cross-Plan Offsets. Cross-Plan Offsets will be carried out consistent with the terms of the Provider contract. Notwithstanding the foregoing, Employer acknowledges and agrees that claims processed through Inter-Plan Arrangements with other Blue Cross and/or Blue Shield licensees operate under rules and procedures issued by the Association, and the recovery policies and procedures of each Blue Cross and/or Blue Shield independent licensee may apply.

e. **No Independent Right of Recovery.** Subject to the exception(s) set forth in this Section 4, Employer agrees that Claim Administrator shall administer Overpayment recoveries in accordance with its Recovery Process and that Employer has no separate or independent right to recover any Provider Overpayment from Claim Administrator, Providers, or Another Plan. Employer agrees that it will not perform or engage any other party to perform Overpayment recovery activities with respect to Providers or Covered Persons without prior written consent of Claim Administrator.

4.3 **Third Party Recovery Vendors and Outside Attorneys.** To assist in the recovery of payments, Claim Administrator may engage a third party to assist in identification or collection of recovery amounts related to Claim Payments made under the Agreement. In such event, the recovered amounts will be applied according to Claim Administrator's refund recovery policies. Claim

Administrator may also engage a third party to assist in the review of healthcare Providers' Claim coding or billing to identify discrepancies post Claim Payment. Third parties' fees, as defined in the ASO BPA, associated with such assistance and Claim Administrator's fee for its related administrative expenses to support such third-party recovery identification and collection will be paid by Employer and are separate from and in addition to the Reimbursement Fees set forth in the ASO BPA.

4.4 **Claim Administrator Indemnifies Employer.** Claim Administrator hereby agrees to indemnify and hold harmless Employer and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including reasonable attorneys' fees, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements, or judgments arising out of any acts or omissions of Claim Administrator or its directors, officers, or employees (other than acts or omissions of Claim Administrator done at Employer's direction) which have been adjudged to be (i) grossly negligent, fraudulent, or criminal or (ii) in material breach of the terms of this Agreement.

4.5 **Directions Regarding First Dollar Coverage.** If, either on the applicable ASO BPA or other document, Employer directs Claim Administrator to process and adjudicate Claims at one hundred percent (100%) of the applicable Allowable Amount and/or Allowable Charge, regardless of whether the high-deductible health plan's deductible has been met ("First Dollar Coverage"), Employer acknowledges and agrees that such direction is a benefit design decision and the responsibility of the Employer. Notwithstanding any other provision of this Agreement, Employer shall reimburse Claim Administrator for losses incurred as a result of claims brought by any employees of Employer, participants in any benefit plan provided by Employer, or any governmental agency, in connection with or arising out of, directly or indirectly of the First Dollar Coverage. Employer acknowledges and agrees that Claim Administrator shall have no fiduciary obligation with respect to the directions to provide First Dollar Coverage.

4.6 **Assignment.** Except as otherwise permitted by Section 1 of this Agreement, no part of this Agreement, or any rights, duties or obligations described herein, shall be assigned, transferred, or delegated, directly or indirectly, without the prior express written consent of both Parties. Any such attempted assignment in the absence of the prior written consent of the Parties shall be null and void. Claim Administrator's contractual arrangements for the acquisition and use of facilities, services, supplies, equipment, and personnel shall not constitute an assignment or delegation under this Agreement. This Agreement shall, however, be binding on any permitted assignees, delegates, or successors to the Parties.

4.7 **Notice and Satisfaction.** Unless specifically stated otherwise in this Agreement or in any written Exhibit or Addenda thereto, Employer and Claim Administrator agree to give one another written notice (in accordance with this section) of any complaint or concern the other Party may have about the performance of obligations under this Agreement and to allow the notified Party ninety (90) days in which to make necessary adjustments or corrections to satisfy the complaint or concern prior to taking any further action with regard to such, including but not limited to initiation of Dispute Resolution under Section 4.11 below. The written notice shall provide a description of the complaint or concern in such reasonable detail as to allow the notified Party the opportunity to make the necessary modifications within the agreed upon term. All notices given under this Agreement shall be deemed to have been given for all purposes when personally delivered and received or when deposited in the United States mail, first–class postage prepaid, and addressed to the Parties' respective contact names at their respective addresses or when transmitted by facsimile via their respective facsimile numbers as indicated on the most current ASO BPA. Each Party may change such notice mailing and/or transmission information upon Timely prior written notification to the other Party. Claim Administrator may also provide such notices electronically, to the extent permitted by applicable law.

4.8 **Limitations; Limitation of Liability.** No action or dispute shall be brought to recover under this Agreement after the expiration of six (6) years from the date the cause of action accrued, except to the extent that a later date is permitted under Section 413 of ERISA. As part of the consideration for services provided by Claim Administrator and for the fees paid by Employer under this Agreement, except as otherwise agreed below or otherwise prohibited by Law, Claim Administrator's liability (whether in contract, tort, or any other liability at law or equity) for any errors or omissions by Claim Administrator (or its officers, directors, employees, agents, or independent

contractors) in connection with this Agreement shall not exceed the maximum benefits which should have been paid under the terms of the Plan had the errors or omissions not occurred (plus Claim Administrator's share of any arbitration expenses incurred), unless any such errors or omissions are adjudged to be the result of gross negligence, fraud, or criminal actions by Claim Administrator.

4.9 **Dispute Resolution.** Any dispute arising out of or related to this Agreement shall be resolved in accordance with the procedures specified in this section, which shall be the sole and exclusive procedures for the resolution of any such disputes.

a. **Initial Notice and Negotiation.** Employer or Claim Administrator shall give written notice to the other Party of the existence of a dispute. Within sixty (60) days of receipt of the written notice, the Parties shall seek to resolve that dispute through informal discussions between authorized representatives of the Parties with appropriate authority to approve any resolution. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

b. **Confidential Mediation.** In the event the Parties fail to agree with respect to any matter covered herein and only after making good faith efforts to resolve any dispute under this Agreement under this section, prior to filing an action in any Court, Employer or Claim Administrator shall submit the dispute to confidential, mediation, pursuant to the New Mexico Mediation Procedures Act, NMSA 1978, secs. 44-7b-1 through 44-7b-6, subject to the following:

1. The mediation shall be conducted by a mediator agreed to by the Parties. If the Parties are unable to agree on a mediator, the Mayor shall, in good faith, select a mediator (a licensed member of the New Mexico State Bar) with the intention of selecting an individual who will objectively work with the parties to achieve resolution.
2. Mediation shall be held in Santa Fe, New Mexico.
3. The mediator's fees and any costs imposed by the mediator will be shared equally by the Parties.
4. . This provision precludes Employer from filing an action at law or in equity and from having any dispute covered by this Agreement heard by a judge or jury.
5. Except as may be required by law and subject to NMRA 11-408, neither a Party nor the mediator may disclose the existence, content, or results of any mediation pursuant to this section without the prior written consent of both Parties.

c. Except as provided otherwise in this Agreement, each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

4.10 **Transparency and Surprise Billing Procedures.** Claim Administrator agrees to provide Employer the services and processes described in this section consistent with the Consolidated Appropriations Act of 2021 ("CAA"), Transparency in Coverage Final Rule, and the No Surprises Act ("NSA").

a. **Transparency Procedures.**

1. ***Network Provider Data Verification.*** Claim Administrator will maintain a central database of Network Providers' demographic information, which shall include name, address, phone number, specialty, and, if available, web address ("Data Elements"). Claim Administrator will initiate an outreach to Network Providers to verify the accuracy of the Data Elements up to ninety (90) days following the last recorded update or verification. Claim Administrator has implemented commercially reasonable procedures to track the receipt of updated data from a Network Provider and update the central database within appropriate timeframes.
2. ***Directory of Verified Network Providers.*** Claim Administrator will provide an online Provider directory representing the Network Providers who render Covered

Services which may be billed to plans and policies administered by Claim Administrator. This directory shall include Providers contracted with Claim Administrator, Providers contracted with any Blue Cross and/or Blue Shield Plan, and any other entity performing Covered Services. The directory will not reflect services administered by external claims administrators or other Providers not contracted through Claim Administrator.

Providers who fail to confirm the accuracy of the Data Elements may be subject to removal from the Provider directory until they confirm the accuracy of their information.

To the extent information for the Provider directory is provided by a third party, Claim Administrator shall not be responsible for delays in updates to Provider data directories, or misinformation due to such delays in receiving information from such third party.

3. ***Provider Network Status Verification.*** Covered Persons in plans or policies administered by Claim Administrator may seek clarification of a Provider's Network status through Claim Administrator. Notwithstanding any terms in this Agreement, Employer authorizes Claim Administrator to communicate with Covered Persons as reasonably necessary to provide information to or responses in connection with this section. When this clarification is sought via phone, Claim Administrator will use commercially reasonable efforts to provide written, electronic, or print confirmation of the Provider's Network status within an appropriate timeframe. This verification shall be based on the information available to Claim Administrator at the time of the request and does not represent future guarantee of Network status.

   Employer acknowledges that Claim Administrator will not issue a written confirmation of Provider Network status when request is sought through a third-party service center.

4. ***ID Cards.*** Claim Administrator will include up to four (4) lines of text for deductible limits and up to four (4) lines of text for out-of-pocket maximum limits for major medical coverage on the member ID card. The limits will reflect both family and individual limits when applicable to policy, together with in- and out-of-network limits.

   For policies that include prescription drug coverage through Prime with an independent out-of-pocket maximum limit or Deductible, one (1) line of text for deductible limits and one (1) line of text for out-of-pocket maximum limits will be included on the ID card.

   Claim Administrator will include a phone number and a website URL for customer assistance information on ID cards issued by Claim Administrator.

   Claim Administrator will issue physical ID cards in accordance with its standard processes and will not re-issue physical ID cards unless requested by Employer, in which case additional charges may apply. All newly issued physical ID cards will contain the information reflected in this section.

5. ***Machine-Readable Files.*** Claim Administrator will publish and host machine readable files populated with the negotiated rates with providers, and an aggregated out-of-network allowable amount file, as contemplated by the Centers for Medicare and Medicaid Services ("CMS") standards, for services administered by Claim Administrator on behalf of the Plan. The files will be updated monthly and hosted on a publicly available website. The files will not reflect services administered by external claims administrators or other Providers not directly contracted through Claim Administrator. The Plan may choose to download and/or link to the files from their own website. Claim Administrator will supply an implementation guide that provides additional information on how to obtain a link to the website that will contain the machine-readable files. To the extent Employer or the Plan engages a third-party Vendor to administer or host the Machine-Readable Files, Employer hereby acknowledges and agrees that neither Claim

Administrator nor any of Claim Administrator's affiliates, delegates, subcontractors, or assigns shall have any responsibility for any act, error, or omission of such Vendor or with respect to the performance of such Vendor. Employer shall remain fully responsible and liable for the performance, acts, or omissions of any of Employer's Vendors.

6. ***Cost Sharing Estimator Tool.*** Claim Administrator will make available a Cost Sharing Estimator Tool ("CSET") to enable Plans to provide enrollees personalized cost-sharing estimates for items covered by the Plan administered by Claim Administrator. The CSET will be made available through either self-service tools or telephone upon member request, a secure member portal, and via a mobile application, for active policies, and include services in accordance with the following schedule:

   Effective with the plan year beginning on or after January 1, 2023, enrollees will be able to search for the cost of five hundred (500) services, as defined by CMS, covered by the Plan administered by Claim Administrator, to identify the estimated cost for the procedure, illustrate how the member's benefits will apply to the procedure, and disclose if there may be any prerequisites to care, such as requiring a prior authorization for a service or procedure.

   For each plan year beginning on or after January 1, 2024, the services that can be estimated through the CSET will support all services and procedures covered by the Plans that are administered by Claim Administrator.

   To the extent Employer or the Plan engages a third-party Vendor to administer a substantially similar CSET for the same or similar services, Employer hereby acknowledges and agrees that neither Claim Administrator nor any of Claim Administrator's affiliates, delegates, subcontractors, or assigns shall have any responsibility for any act, error, or omission of such Vendor or with respect to the performance of such Vendor. Employer shall remain fully responsible and liable for the acts or omissions of any of Employer's Vendors.

7. ***Drug Cost Reporting.*** Claim Administrator will provide on behalf of Employer, based on the type of pharmacy coverage and data Claim Administrator administers and maintains for Employer, health and drug cost reporting to the extent within the possession of Claim Administrator as contemplated by Section 204 of the CAA according to Claim Administrator's standard processes and procedures, unless otherwise mutually agreed in writing.

8. ***Continuity of Care.*** In the event of a Provider termination for reasons other than failure to meet quality standards or fraud, Claim Administrator shall notify individuals enrolled under the Plan who are continuing care patients with respect to the Provider at the time of the termination. Claim Administrator will provide each individual who is a continuing care patient of a terminated Provider, the opportunity to request to continue to have the same benefits provided, under the same terms and conditions as would have applied under the Plan had the termination not occurred, with respect to the treatment provided by the Provider for a specified duration (for purposes of this section, "Continuity of Care"). Claim Administrator will identify continuing care patients and provide Continuity of Care in accordance with Claim Administrator policies.

9. ***Required Disclosure/Notices.*** Claim Administrator will post the disclosure on patient protections against balance billing on its public website where information is normally made available to participants, beneficiaries, and enrollees, on the Plan's behalf.

10. ***Mental Health Parity.*** Claim Administrator will, consistent with industry standards, support reasonable requests of Employer for data or other documentation that Employer may need to analyze and document the Plan's compliance with applicable Mental Health Parity requirements, including amendments to Mental Health Parity and Addiction Equity Act ("MHPAEA") of 2008. So long as Employer

has elected to implement Claim Administrator's standard non-quantitative treatment limitations ("NQTLs") and so long as Claim Administrator administers both mental health/substance abuse benefits and medical/surgical benefits on behalf of Employer, Claim Administrator will provide, when requested by Employer, the most current documentation with respect to Claim Administrator's administered NQTLs under the Plan which may be necessary for Employer to meet the NQTL documentation requirements set forth in the CAA and released guidance. In addition, in the event that the U.S. Department of Labor or other regulatory agency ("Agency") with competent jurisdiction over the Plan initiates an audit or other assessment related to the Plan's compliance with mental health parity requirements, including the obligation to perform and/or make available the comparative analyses described above, Claim Administrator agrees to provide expedited support to enable Employer and the Plan to timely provide or otherwise make available or accessible the documentation requested by the reviewing entity. Both Parties agree and understand that no data or other documentation provided by Claim Administrator under this Section shall be reasonably interpreted as the Claim Administrator's certification of the compliance of the Plan or any Claim Administrator's administered NQTLs or other processes with State or Federal Mental Health Parity requirements nor does it obviate the Employer's obligation under MHPAEA to independently comparatively analyze each NQTL applied in its Plan. Employer agrees that assessing and making conclusions as to the compliance of the Plan with such NQTL requirements is solely the responsibility of Employer.

b. **Surprise Billing Requirements of the No Surprises Act.**

1. ***Qualifying Payment Amount.*** As it pertains to Employer's self-funded plans, Employer acknowledges that NSA requires, among other things, that member cost-share for certain items and services the Plan covers are calculated based on the lesser of the Provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA"). Up and until October 31, 2024, with respect to the calculation of QPA, Employer elects to use and adopts the QPA calculated by Claim Administrator based on Claim Administrator's self-funded business. Employer acknowledges litigation is pending over various regulatory provisions that govern QPA. The referenced litigation (or agency rulemaking or guidance related to the litigation) could require changes to how QPA is calculated for Employers' self-funded plans. Pursuant to Claim Administrator's understanding of previous agency guidance, Claim Administrator calculates QPA for self-funded plans based on all of Claim Administrator's self-funded business, i.e., QPAs are not calculated specific to each Employer's self-funded plan(s). It may be infeasible or impracticable for Claim Administrator to make certain changes to how such calculations are made, maintained, and/or used in processing Claims for Employer's Plans on or after November 1, 2024. To illustrate, such limitations could include, but are not limited to, the following: Claim Administrator does not have access to contracts or contracted rates of other claim administrators; and Claim Administrator's current capabilities and the fees and expenses charged to Employer herein do not support calculating, maintaining, and/or processing Claims with Employer- or Plan-specific QPA calculations. If the litigation (or agency rulemaking or guidance related to the litigation) requires changes to how QPAs are calculated for self-funded plans, and Claim Administrator agrees such changes to QPA calculations are practicable and feasible for Claim Administrator to make, maintain, and use in processing Claims, and Claim Administrator opts not charge additional fees or expenses for any such changes, Claim Administrator may institute such changes to calculation of QPA without further notice; otherwise, the Parties shall mutually agree in writing whether and how Claim Administrator shall calculate QPA for Claims beginning on or after November 1, 2024.

2. ***Negotiation and Independent Resolution Process.*** Employer acknowledges that Claim Administrator will make on the Plan's behalf an initial payment amount on Claims consistent with Employer's direction as established by Employer's Plan and this Agreement. For covered NSA-eligible items and services reported on Claims from nonparticipating Providers (i.e., generally noncontracted), a Provider may seek additional payment through a dispute process established by the NSA and related regulations. This process may include informal negotiations with the Provider and an independent dispute resolution ("IDR") process as described in the NSA.

Employer authorizes Claim Administrator, or for Claims for service rendered outside of Claim Administrator's service area another Blue Cross and/or Blue Shield licensee, to represent the Plan with respect to any Claim with items or services for which a Provider seeks to negotiate as provided by the NSA, or for which a Provider institutes IDR.

With respect to any negotiations where Claim Administrator represents the Plan to resolve any disputed Claim, Employer expressly authorizes Claim Administrator in such negotiations to attempt to resolve any disputed Claim, (i) for an amount not to exceed the greater of the QPA or the amount allowed on the initial notice of payment or denial of the claim, or (ii) as otherwise directed by Employer in the ASO BPA and agreed to by Claim Administrator.

Claim Administrator will maintain a summary description of its currently applicable approach to negotiation of services or Claims subject to the dispute resolution process of the NSA. The approach will be generally the same or similar for Claims under Employer's Plan as for similarly-situated Claims under Claim Administrator's fully insured health insurance policies.

Employer acknowledges and agrees that Claim Administrator shall follow its then-current negotiation approach, that such negotiations may not be successful, and may result in institution of IDR despite the approach outlined above or as otherwise directed by the Employer (with or without exhaustion of the full settlement authority Employer may grant to Claim Administrator), which in turn may result in additional administrative fees, as well as IDR entity fees in the event of settlement after institution of an IDR or an IDR loss. Notwithstanding the additional administrative fee and other possible expenses, Employer acknowledges that the approach set forth herein, or as it may direct (subject to Claim Administrator's agreement) in the ASO BPA for attempting to resolve these Claims, notwithstanding the potential for IDR losses, is in the Plan's interest.

Negotiation services Claim Administrator provides shall include communicating with Provider, supplying requested documentation as appropriate, and proposing and documenting resolution of disputed Claims. Services in connection with an IDR shall also include handling interactions with the IDR entity and Provider, supplying requested information in connection with the IDR, and analyzing circumstances of disputed Claims to determine position on disputed Claims. On a quarterly basis, Claim Administrator shall provide Employer with information regarding the status of negotiations and IDR decisions.

Employer acknowledges that Claim Administrator undertakes negotiations at the direction of the Employer, undertakes such negotiations because they are necessary to the operation of the Plan, that the compensation to be paid to Claim Administrator for such negotiations is reasonable, and that, notwithstanding any other section of this Agreement, Claim Administrator does not act as a fiduciary, including under ERISA in connection with the negotiation or IDR of any disputed Claim. Employer is solely responsible for payment of any amounts determined to be payable as a result of such negotiations or awards entered through IDR on NSA-eligible items and services. Employer shall reimburse Claim Administrator for satisfaction of any award entered in IDR and any subsequent payment made

thereon and/or any judgment entered thereon. Employer acknowledges that other terms, conditions, or fees may apply with respect to any negotiations or IDR processes performed by another Blue Cross and/or Blue Shield licensee.

c. **Effect of Future Changes in Law and Regulations.** The laws and regulations that are the subject of this Section 4.12 are subject to additional rulemaking and interpretation. The terms and conditions stated herein, including any associated costs/fees, may change as additional requirements and regulatory guidance are released or as additional information becomes known. In the event of a change because additional requirements and regulatory guidance are released or as additional information becomes known, Claim Administrator shall provide notice to Employer and such change shall be effective sixty (60) days after such notice.

Employer acknowledges that Employer, and not Claim Administrator, shall be responsible for making the necessary adjustments to its ERISA Plan Document(s) (if applicable) and Summary Plan Description(s) to be consistent with Employer's election, including any amendments to governing Plan documents.

SECTION 5: ERISA

5.1 **In Relation to the Plan.** Employer hereby acknowledges (i) that an employee welfare benefit plan must be established and maintained through a plan document, and (ii) an employee welfare benefit plan document may provide for the allocation and delegation of responsibilities thereunder. However, notwithstanding anything contained in the Plan or any other employee welfare benefit plan document of Employer, Employer agrees that no allocation or delegation of any responsibilities under the Plan or any other employee welfare benefit plan of Employer is effective with respect to or accepted by Claim Administrator except as set forth in this Agreement.

5.2 **In Relation to the Plan Administrator/Named Fiduciary(ies).** Claim Administrator is not the plan administrator of Employer's separate employee welfare benefit plan as defined under ERISA. Employer represents and warrants that (i) Employer has a named Plan Administrator and a Named Fiduciary within the meaning of §414(g) of the Internal Revenue Code of 1986, as amended; and (ii) said Plan Administrator serves within the meaning of §3(16)(A) of ERISA.

5.3 **Claim Administrator's Limited Fiduciary Responsibility.** Employer hereby delegates to Claim Administrator the discretionary authority to administer claims in accordance with the terms of Employer's ERISA welfare benefit plan and to make initial claim determinations concerning the availability of Plan benefits and final internal review and benefit determinations for appealed Claims. Claim Administrator hereby acknowledges and agrees that it shall act as an ERISA fiduciary to the Plan solely with respect to its adjudication of such claims and appeals. Employer acknowledges and agrees that Claim Administrator shall not have any other fiduciary duties or responsibilities under the Plan. In particular, but not in limitation of the foregoing, Employer acknowledges and agrees that Claim Administrator shall have no discretionary authority under its agreement with Employer except as otherwise set forth in this Agreement, and no fiduciary duty to the Plan, with respect to services performed by Employer, Employer's other vendors and Claim Administrator's separate financial arrangements with providers, pharmacy benefit managers, vendors, independent contractors, and subcontractors of any type. Employer further agrees and acknowledges that Claim Administrator shall have no other authority or obligation to act on behalf of the Plan or Plan participants or beneficiaries as a fiduciary. In addition, Employer agrees and acknowledges that Claim Administrator shall have no authority or obligation to act on behalf of the Plan or Plan Participants or beneficiaries with respect to any litigation, whether as a fiduciary or otherwise, including litigation by participants or beneficiaries or benefits under the Plan, except as may be required under Claim Administrator's indemnification obligations under this Agreement.

SECTION 6: OTHER PROVISIONS

6.1 **Relationship of the Parties and Non-Parties.** Claim Administrator is an independent contractor with respect to Employer. Neither Party shall be construed, represented, or held to be an agent, partner, associate, joint venturer nor employee of the other. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Claim Administrator and Employer; nor shall Employer's agents, officers, or employees be considered or construed to be employees of Claim Administrator for any purpose whatsoever. Nothing contained in this Agreement shall confer or be construed to confer any benefit on persons who are not parties to this Agreement including, but not limited to, employees of Employer and their dependents. Claim Administrator or its subsidiaries or affiliates may also have ownership interests in certain Providers who provide Covered Services to Covered Persons, and/or in vendors or other third parties who provide services related to this Agreement or provide services to certain Providers. Upon Employer request (not more than once per calendar year), Claim Administrator will provide a list of such entities to Employer.

6.4 **Severability; Enforcement; Force Majeure; Survival.** Should any provision(s) contained in this Agreement be held to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall be construed in their entirety as if separate and apart from the invalid, illegal or unenforceable provision(s) unless such construction were to materially change the terms and conditions of this Agreement.

Any delay or inconsistency by either Party in the enforcement of any part of this Agreement shall not constitute a waiver by that Party of any rights with respect to the enforcement of any part of this Agreement at any future date nor shall it limit any remedies which may be sought in any action to enforce any provision of this Agreement.

Neither Party shall be liable for any failure to Timely perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, terrorism, cybersecurity crimes, or restraints of government.

Certain provisions of this Agreement survive expiration or termination of the Agreement, whether expressly or by their nature. These include, but are not limited to, the following: Section 1 "Claim Administrator Responsibilities"; Section 2 "Employer Responsibilities"; Section 3 "Confidential Data, Information and Records"; Section 4 "Litigation, Legal Provisions, Errors and Dispute Resolution" (for acts or omissions occurring during the term of the Agreement or under Section 8 of Exhibit C); and Section 8 of Exhibit C "Financial Obligations Upon Agreement Termination."

6.5 **Notice of Annual Meeting.** Employer is hereby notified that it is a member of Health Care Service Corporation ("HCSC"), a Mutual Legal Reserve Company, and is entitled to vote either in person, by its designated representative, or by proxy at all meetings of members of said Company, consistent with HCSC bylaws. The annual meeting is scheduled to be held at its principal office at 300 East Randolph Street, Chicago, Illinois, each year on the last Tuesday in October at 12:30 P.M. For purposes of this section, the term "member" means the group, trust, association, or other entity with which this Agreement has been entered. It does not include Covered Employees or Covered Persons under the Plan. Employer is also hereby notified that, from time to time, Claim Administrator pays indemnification or advances expenses to a director, officer, employee, or agent consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

SECTION 7: DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Section 7, unless otherwise provided in the Agreement.

7.1 **"Administrative Charge"** means the monthly service charge that is required by Claim Administrator for the administrative services performed under this Agreement. The Administrative Charge(s) is set forth in the Fee Schedule.

7.2 **"Allowable Amount"** means the maximum amount for dental benefits coverage, if elected on the most current ASO BPA, determined by the Claim Administrator to be eligible for consideration of payment for a particular service, supply, or procedure.

i. ***For Dentists contracting with the Claim Administrator*** – The Allowable Amount is based on the terms of the Dentist's contract and the Claim Administrator's methodology in effect on the date of service.

ii. ***For Dentists not contracting with the Claim Administrator*** – The Allowable Amount is based on the amount the Claim Administrator would have paid for the same covered service, supply, or procedure if performed or provided by a Contracting Dentist.

Unless otherwise stipulated by a contract between the Dentist and the Claim Administrator:

i. ***For services performed in New Mexico*** – The Allowable Amount is based upon the applicable methodology for Dentists with similar experience and/or skills.

ii. ***For services performed outside of New Mexico*** – The Allowable Amount will be established by identifying Dentists with similar experience or skills in order to establish the applicable amount for the procedure, services, or supplies.

iii. ***For multiple surgical procedures performed in the same operative area*** – The Allowable Amount for all surgical procedures performed on the same patient on the same day will be the amount for the single procedure with the highest Allowable Amount plus an additional Allowable Amount for covered supplies or services.

7.3 **"Allowable Charge"** means the charge that Claim Administrator will use as the basis for benefit determination for Covered Services a Covered Person receives under the Plan. Claim Administrator will use the following criteria to establish the Allowable Charge for Covered Services:

a. For Medical Covered Services.

i. ***For Network Providers*** - The Provider's usual charge, not to exceed the amount the Provider has agreed to accept as payment for Covered Services in accordance with the terms of the Provider contract.

ii. ***For Providers other than Medical Network Providers ("Non-Contracting Providers")***- The Allowable Charge will be the lesser of:

1. the Provider's billed charges, or;

2. Claim Administrator's non-contracting Allowable Charge. Except as otherwise provided in this Section, the non-contracting Allowable Charge is developed from base Medicare reimbursements, excluding any Medicare adjustments using information on the Claim, and adjusted by a predetermined factor established by Claim Administrator. Such factor will not be less than one hundred percent (100%) of the base Medicare reimbursement rate. For services for which a Medicare reimbursement rate is not available, or is unable to be determined based on the information submitted on a Claim, the Allowable Charge for Non-Contracting Providers will be reimbursed at Claim Administrator's default percent of billed charges. Claim Administrator will utilize the same Claim processing rules and/or edits that it utilizes in processing Network Provider Claims for processing Claims submitted by Non-Contracting Providers which may also alter the Allowable Charge for a particular service. In the event Claim Administrator does not have any Claim edits or rules, Claim Administrator may utilize the Medicare claim rules or edits that are used

by Medicare in processing the Claims. The Allowable Charge will not include any additional payments that may be permitted under the Medicare laws or regulations which are not directly attributable to a specific Claim, including but not limited to, disproportionate share and graduate medical education payments. Any change to the Medicare reimbursement amount will be implemented by Claim Administrator within one hundred forty-five (145) days after the effective date that such change is implemented by the Centers for Medicaid and Medicare Services, or its successor. In the event the non-contracting Allowable Charge does not equate to the Non-Contracting Provider's billed charges, the Covered Person may be responsible for the difference, along with any applicable Copayment, Coinsurance and deductible amount. This difference may be considerable. To find out an estimate of Claim Administrator's non-contracting Allowable Charge for a particular service, the Covered Person may call the Customer Service number shown on the back of the Covered Person's Identification Card. Notwithstanding anything to the contrary in the Plan, for Out-of-Network Emergency Care Services rendered by Non-Contracting Providers, the Allowable Charge shall be consistent with the In-Network benefit level for Covered Services provided, the amount the Provider has agreed to accept as payment for Covered Services in accordance with a single case agreement, or one-hundred percent (100%) of billed charges, whichever is less.

Each of these amounts is calculated excluding any Network or contracting Provider Copayment or Coinsurance imposed with respect to the Covered Person.

b. When Covered Services are received outside the state of New Mexico from a Provider who does not have a written agreement with Blue Cross and/or Blue Shield of New Mexico or with the local Blue Cross and/or Blue Shield Plan, the Allowable Charge will be determined by the Blue Cross and/or Blue Shield Plan ("Host Plan") servicing the area. This Allowable Charge will be the amount the Host Plan uses for their own local members that obtain services from local Non-Contracting Providers.

c. ***For Prescription Drug Benefits,*** the Allowable Charge is determined as follows:

i. **Participating Pharmacy –** For a Provider which has a written agreement with Claim Administrator, a Blue Cross and/or Blue Shield Plan or the entity chosen by Claim Administrator to administer its prescription drug program, to provide prescription drug services to a Covered Person at the time Covered Services under the prescription drug benefit are rendered ("Participating Prescription Drug Provider"), the Allowable Charge, for purposes of calculating Employer Payment and the Covered Persons' required deductible and Coinsurance, shall be the cost mutually agreed upon by Employer and Claim Administrator within the PBM Fee Schedule Addendum to the BPA attached and incorporated herein by this reference, if applicable.

ii. **Out-of-Network Pharmacy –** For a Provider which does not have a written agreement with Claim Administrator, a Blue Cross and/or Blue Shield Plan or the entity chosen by Claim Administrator to administer its prescription drug program, to provide prescription drug services to a Covered Person at the time Covered Services under the prescription drug benefit are rendered, the Allowable Charge for purposes of calculating both Employer Payment and the Covered Persons' required deductible and Coinsurance shall be the lesser of the charge which the particular Out-of-Network Pharmacy usually charges for Covered Services, or the amount Claim Administrator would reimburse Participating Prescription Drug Providers for the same service, minus twenty-five percent (25%) unless otherwise agreed upon by Claim Administrator and Employer.

7.4 **"Business Confidential Information"** means, but is not limited to, intellectual property, trade secrets, inventions, applications, tools, methodologies, software, operating manuals, technology,

technical documentation, techniques, product or services specifications or strategies, operational plans and methods, automated claims processing systems, payment systems, membership systems, privacy and security measures, cost or pricing information (including but not limited to provider discounts and rates), business plans and strategies, company financial planning and financial data, prospect and customer lists, contracts, vendor and supplier lists and information, symbols, trademarks, service marks, designs, copyrights, know-how, data, databases, processes, plans, procedures, and any other information developed, acquired or owned by Claim Administrator, its subsidiaries and affiliates, and its contracted vendors, including information acquired from other Blue Cross and/or Blue Shield licensees through Inter-Plan Arrangements, that reasonably should be understood to be confidential, whether developed or acquired before or after the Effective Date of this Agreement. Business Confidential Information also includes modifications, enhancements, derivatives, and improvements of the Business Confidential Information described in the preceding sentence.

7.5 **"Claim"** means a properly completed notification in a form acceptable to Claim Administrator, including but not limited to, form and content required by applicable law, that service has been rendered or furnished to a Covered Person. This notification must set forth in full the details of such service including, but not limited to, the Covered Person's name, age, sex, and identification number, the name and address of the Provider, a specific itemized statement of the service rendered or furnished (including appropriate codes), the date of service, applicable diagnosis (including appropriate codes), the Claim Charge, and any other information which Claim Administrator may request in connection for such service.

7.6 **"Claim Charge"** means the amount which appears on a Claim as the Provider's regular charge for service rendered to a patient, without further adjustment or reduction.

7.7 **"Claim Payment"** means the benefit calculated by Claim Administrator, plus any related Surcharges, upon submission of a Claim, in accordance with the benefits specified in the Plan for which Claim Administrator has agreed to provide administrative services. All Claim Payments shall be calculated on the basis of the Provider's Allowable Amount and/or Allowable Charge, in accordance with the benefit coverage(s) elected on the most current ASO BPA, for Covered Services rendered to the Covered Person. The term "Claim Payment" also includes Employer's share of Alternative Provider Compensation Arrangement Payments, whether billed to Employer as part of a Claim or billed separately, as described in the definition of "Alternative Provider Compensation Arrangement Payments." The term "Claim Payment" also can include payments for services to Employer's Vendor(s) or Claim Administrator's subcontractors.

7.8 **"Coinsurance"** means a percentage of an eligible expense that a Covered Person is required to pay toward a Covered Service.

7.9 **"Contracting Dentist"** means a Dentist who has entered into a written agreement with the Claim Administrator to participate as a dental Provider.

7.10 **"Copayment"** means a specified dollar amount that a Covered Person is required to pay toward a Covered Service.

7.11 **"Covered Employee"** shall have the same meaning as defined in Employer's Plan to the extent consistent with the applicable ASO BPA.

7.12 **"Covered Person"** shall have the same meaning as defined in Employer's Plan to the extent consistent with the applicable ASO BPA.

7.13 **"Covered Service"** means a service or supply specified in the Plan for which benefits will be provided and for which Claim Administrator has agreed to provide administrative services under this Agreement.

7.14 **"Dentist"** means a person, when acting within the scope of their license, who is a Doctor of Dentistry (D.D.S. or D.M.D. degree) and shall also include a person who is a Doctor of Medicine or a Doctor of Osteopathy.

7.15 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

7.16 **"Fee Schedule"** means the fees and charges specified in the initial ASO BPA, including but not limited to, the Administrative Charge and other service charges; or subsequent fees and charges set forth in a subsequent ASO BPA as replacement or supplement to the initial ASO BPA. The Fee

Schedule shall be applicable to the Fee Schedule Period therein, except that any item of the Fee Schedule may be changed in accordance with Exhibit C.

7.17 **"Fee Schedule Period"** means the period of time indicated in the Fee Schedule and, if applicable, the PBM Fee Schedule Addendum of the most current ASO BPA.

7.18 **"HIPAA"** means the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as amended, and their respective implementing regulations, as issued and amended by the Secretary of Health and Human Services (all the foregoing, collectively "HIPAA").

7.19 **"Hospital"** means a duly licensed institution for the care of the sick which provides service under the care of a Physician including the regular provision of bedside nursing by registered nurses. It does not mean health resorts, rest homes, nursing homes, skilled nursing facilities, convalescent homes, custodial homes of the aged, or similar institutions.

7.20 **"Inpatient"** means the Covered Person is a registered room and board patient and treated as such in a health care facility.

7.21 **"Network"** means identified Providers, including Physicians, other professional health care Providers, Hospitals, ancillary Providers, and other health care facilities, that have entered into agreements with Claim Administrator (and, in some instances, with other participating Blue Cross and/or Blue Shield Plans) for participation in a participating provider option and/or point–of–service managed care health benefits coverage program(s), if applicable to the Plan under this Agreement.

7.22 **"Outpatient"** means a Covered Person's receiving of treatment while not an Inpatient. Services considered Outpatient include, but are not limited to, services in an emergency room regardless of whether the Covered Person is subsequently registered as an Inpatient in a health care facility.

7.23 **"Overpayment"** means a payment to a Provider or a Covered Person that was in excess of the actual correct amount based on the Plan's benefit design and Claim Administrator's or other Blue Cross and/or Blue Shield companies' Provider contracts and policies, or a payment that was made in error, including but not limited to, Provider's unsupported billing practices.

7.24 **"Physician"** means a physician duly licensed to practice medicine in any of its branches recognized by applicable state law.

7.25 **"Plan"** means, as applied to this Agreement, the separate self-insured group health plan as defined by Section 160.103 of HIPAA.

7.26 **"Primary Care Practitioner"** means a health care professional who, within the scope of the professional license, supervises, coordinates and provides initial and basic care to Covered Persons, who initiates the patient's referral for specialist care, who maintains continuity of patient care, who is a Network Provider at the time Covered Services are rendered, and who is selected by or assigned to a Covered Person to coordinate and arrange for the Covered Person's medical care. Primary Care Practitioners include general practitioners, family practice physicians, geriatricians, internists, pediatricians, obstetrician-gynecologists, physician assistants and nurse practitioners. Other health care professionals may also serve as Primary Care Practitioners, as defined by the State in which the professional is in practice (otherwise known as a "Primary Care Provider").

7.27 **"Provider"** means any Hospital, health care facility, laboratory, person, or entity duly licensed to render Covered Services to a Covered Person or any other provider of medical or dental services, products, or supplies which are Covered Services.

7.28 **"Reminder Notice"** means a notice sent when claims have not been paid within 10 (ten) days.

7.29 **"Supplemental Charge"** means a fee or charge payable to Claim Administrator by Employer in addition to the fees and charges set forth in the Fee Schedule. A Supplemental Charge may be applied for any customized reports, forms, or other materials or for any additional services or supplies not documented in the applicable Fee Schedule. Such services and/or supplies and any applicable Supplemental Charge(s) are to be agreed upon by the parties in advance.

7.30 **"Surcharges"** means local, state, or federal taxes, surcharges or other fees or amounts, including, but not limited to, Blue Cross Blue Shield Global® Core Access Vendor Fees, paid by Claim Administrator which are imposed upon or resulting from this Agreement, or are otherwise payable by or through Claim Administrator. Upon request, Employer shall furnish to Claim Administrator in a Timely manner all information necessary for the calculation or administration of any Surcharges. Surcharges may or may not be related to a particular claim for benefits.

7.31 **"Timely"** means the following:

a. With respect to all payments due Claim Administrator by Employer under this Agreement, weekly claim invoices are generated every Sunday are due within forty-eight (48) hours of notification to Employer by Claim Administrator. Weekly claim invoices have a seven (7) calendar day grace period. If payment has not been received by the seventh day of the grace period, late fees will apply. An autogenerated notification email will be sent ten (10) calendar days after payment was due if no payment has been received by Claim Administrator. The Employer will be considered delinquent twenty (20) calendar days after the invoice was generated if payment has not been received by Claim Administrator. Monthly fees (e.g., Administrative Charges) are due within thirty (30) calendar days of notification to Employer by Claim Administrator; or

b. With respect to all information due Claim Administrator by Employer concerning Covered Persons, within thirty–one (31) calendar days of a Covered Person's effective date of coverage or change in coverage status under the Plan; or

c. With respect to all Plan information due Claim Administrator by Employer, upon the effective date of this Agreement and at least ninety (90) calendar days prior to the effective date of change or amendment to the Plan thereafter.

EXHIBIT B
CLAIM ADMINISTRATOR SERVICES

- **ALTERNATIVE PROVIDER COMPENSATION ARRANGEMENTS**

  Employer agrees to participate in Alternative Provider Compensation Arrangements as applicable based on Covered Person criteria established by Claim Administrator.

- **CLAIMS ADJUDICATION**

  Determination of payment levels of Claims according to Employer's directions on applicable benefit plan terms and design, including determination of pre-service or prior authorization of services. Employer agrees that Claim Administrator will apply Claim Administrator's standard medical and utilization management criteria and policies and Coordination of Benefits ("COB") processes for self-funded customers, unless otherwise provided on the ASO BPA.

- **EXPLANATION OF BENEFITS ("EOB")**

  Preparation of EOBs.

- **CLAIMS/MEMBERSHIP INQUIRIES**

  Providing responses to inquiries — written, phone or in–person – related to membership, benefits, and Claim Payment or Claim denial.

- **ENROLLMENT SERVICE**

  Upon Employer request, assist Employer, in accordance with Claim Administrator's standard procedures, when scheduled in advance based on staffing availability, in initial enrollment activities, including education of Covered Persons about benefits, the enrollment process, selection of health care Providers and how to file a Claim for benefits; issue Claim submission instructions on behalf of Employer to health care Providers who render services to Covered Persons.

- **DISABLED DEPENDENT CERTIFICATION**

  Certify the disabled status of any dependent children of Covered Persons, based on Claim Administrator's review of information provided by Employer, the Covered Person, or the dependent's medical Provider(s), following either the Standard or Custom Rules as indicated on the most current ASO BPA, for purposes of administering the Employer's age limit for eligibility.

- **CLIENT SERVICES AND MATERIALS**

  Provision of those items as elected by Employer from listing below:

  a. ***Enrollment Materials.*** Claim Administrator's Marketing Administration Division will provide implementation materials during the enrollment process; any custom designed materials may be subject to Supplemental Charge.

  b. ***Standard Identification Cards.*** Prepare identification cards appropriate to health benefit Plan coverage(s) selected.

  c. ***Standard Provider Directories.*** Access to Network Provider directories and periodic updates to such, if applicable to the health benefit plan coverage(s) under the Agreement.

  d. ***Customer Service.*** Access to a toll–free Customer Service telephone number.

  e. ***Medical Prior-Authorization Service Telephone Number.*** For those services determined by Employer and provided in writing to Claim Administrator that require prior authorization, advance Claim Administrator review of medical necessity, based on Claim Administrator's standard medical and utilization management criteria and policies, of such services covered under the Plan; access to toll–free medical prior-authorization service telephone number for Covered Persons and their health care Providers to call for assistance.

- **INTERNAL APPEALS**

  Determination of properly filed internal appeal requests received by Claim Administrator from a Covered Person or a Covered Person's authorized representative.

- **MEMBERSHIP**

  Using membership information provided to Claim Administrator by Employer to make Claim and appeal determinations and for other purposes as described in the Agreement.

- **STANDARD REPORTS**

  Make available Claim data, Claim settlements (as outlined in Exhibit C, Section 6), and periodic reports in Claim Administrator's standard format(s) in accordance with Claim Administrator's standard reporting processes at no additional charge. Any additional reports required by Employer must be mutually agreed upon by the Parties in writing prior to their development and may be subject to a Supplemental Charge.

- **STOP LOSS COORDINATION**

  Coordinate all necessary reporting, tracking, notification and other similar financial and/or administrative services pursuant to settlements under stop loss policy(ies) purchased (or proposed to be purchased) from Claim Administrator in conjunction with the Agreement. For stop loss coverage purchased from entity(ies) other than Claim Administrator, such coordination is limited to this Exhibit's STANDARD REPORTS to be made available to Employer subject to the Agreement's disclosure requirements.

- **REPORTING SERVICES**

  Preparation and filing of annual Internal Revenue Service ("IRS") 1099 forms for the reporting of payments to health care Providers who render services to Covered Persons and who are reimbursed under the Plan for those services.

- **ACTUARIAL AND UNDERWRITING**

  Provide Claims projections and pricing of administrative services and stop–loss coverage.

- **FRAUD DETECTION AND PREVENTION**

  Identify and investigate suspected fraudulent activity by Providers and/or Covered Persons and if the Employer is a target of a pattern of fraudulent or abusive activities inform Employer of findings and proof of fraud applying Claim Administrator's standard processes; address any related recovery litigation as set forth in Exhibit G.

- **EMPLOYER PORTAL (currently called "BLUE ACCESS FOR EMPLOYERS℠")**

  Provide Employer with an on-line resource that allows Employer the ability to perform a variety of plan administrative functions, currently managing membership and enrollment, inquiring about Claims status, generating reports, and receiving billing information. Functions may be changed or added as they become available.

- **MEMBER PORTAL (currently called "BLUE ACCESS FOR MEMBERS℠")**

  Provide Member with an on-line resource that allows individuals access to information about their health care coverage and benefits, currently verifying the status of finalized Claims, receiving email notifications, accessing health and wellness information, verifying dependents coverage, and taking a health risk assessment. Information may be changed or added as it becomes available.

- **PROVIDER NETWORK(S)**

  If applicable to the health benefit plan coverage(s) under the Agreement, establish, arrange, and maintain a Network(s) through contractual arrangements with Providers.

- **MEDICARE SECONDARY PAYER ("MSP") INFORMATION REPORTING**

  Pursuant to Exhibit D, Section 6 titled "Medicare Secondary Payer Information Reporting", reporting preparation and filing as required of Claim Administrator as Responsible Reporting Entity ("RRE") for the Plan as that term is defined in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

- **UNCASHED FUNDS**

  Regarding outstanding funds that are or become "stale" (over three hundred and sixty-five (365) days old), Claim Administrator will issue notification letters to payees and upon completion of notification process, reissue such funds to payees based upon payee response, if any. When fund reissuance is not possible and unless stated otherwise in the Agreement, Claim Administrator will

remit such funds to Employer, less any amount(s) owed to Claim Administrator from such funds, in accordance with Claim Administrator's established procedures, for disposition by Employer as may be required under applicable law. If requested by Employer via prior written notice as required by Claim Administrator, Claim Administrator will escheat such funds on behalf of Employer, less any amount(s) owed by payees to Claim Administrator, from such funds, to the state of payee's last known address in accordance with Claim Administrator's established procedures and/or the applicable state's unclaimed property law.

- **ADDITIONAL SERVICES NOT SPECIFIED**

  Claim Administrator may provide additional services not specified in the Agreement; such services will be mutually agreed upon between the Parties in writing prior to their performance and may be subject to Supplemental Charge.

- **ACTIVITIES THAT ARE NOT CONSIDERED SERVICES**

  Services under Exhibit B do not include providing Employer with software, facilities, phone systems, computers, database or information management, quality or security services, and the term "Services" does not include backroom operations such as support functions. The term Services does not include services provided by Employer's Vendor(s).

THE FOLLOWING IF ELECTED ON THE MOST CURRENT BPA

- **ADVANCED PAYMENT REVIEW ("APR")**

  Provide a program that may include post-service, prospective, and retrospective Claim coding or billing reviews to identify discrepancies, errors, or billing inconsistencies of Claim Payments as identified by Claim Administrator.

- **ADDITIONAL PROGRAMS OR SERVICES**

  Claim Administrator may offer additional programs or services for an additional fee if elected by Employer and identified as a Service in the most recent BPA or other Exhibit to this Agreement.

- **EXTERNAL REVIEW COORDINATION**

  Claim Administrator will coordinate external reviews of certain adverse benefit determinations for Employer as described and for the fee set forth in the most current ASO BPA and/or this Agreement. If elected on the ASO BPA, Claim Administrator's coordination includes reviewing external review requests to assess whether they meet eligibility requirements, referring requests to IROs, and reversing the Plan's determinations if so indicated by the IRO. External reviews shall be performed by an IRO and not Claim Administrator. Amounts received by Claim Administrator and IROs may be revised from time to time and may be paid each time an external review is undertaken.

- **WELLBEING MANAGEMENT**

  Provide a program that may include holistic health care management, including behavioral health care management, utilization management, maternity management, cancer services and support, and 24/7 nurseline, and access to Well on Target digital tools and resources as determined by Employer and agreed to by Claim Administrator. Audits relating to Wellbeing Management shall be subject to Claim Administrator's then current external clinical audit policy and procedures, a copy of which shall be furnished to Employer upon request to Claim Administrator. Such Services may be subject to a service charge and/or additional Claim Charge.

- **MASSACHUSETTS STATEMENTS OF CREDITABLE COVERAGE AND ELECTRONIC REPORTING**

  At the written direction of Employer, issuance of written statements of creditable coverage and related electronic reporting to the Massachusetts Department of Revenue with respect to Covered Persons subject to the Massachusetts Health Care Reform Act.

- **REFERENCE BASED PRICING ("RBP")**

  Assist Employer with establishing a maximum coverage amount for specified imaging, Inpatient, and Outpatient procedures derived from a pricing method based on either the Employee's or Provider's location, as elected by Employer in the most current ASO BPA.

- **VIRTUAL VISITS PROGRAM MANAGEMENT**

  Provide or arrange for a program that allows Covered Persons to access benefits for certain Covered Services remotely from virtual visit participating Providers via i) interactive audio communication (via telephone or similar technology) and/or ii) interactive audio/video examination and communication (via online portal, mobile app, or similar technology), where available.

- **SUMMARY OF BENEFITS AND COVERAGE ("SBC")**

  Create SBCs for benefits Claim Administrator administers under this Agreement and provide SBCs to Employer and Covered Persons as described in the ASO BPA.

- **HEALTH ADVOCACY SOLUTIONS**

  Provide a program that may include utilization management, concierge customer service for Covered Persons from Health Advocates, behavioral health care management, incentives for Covered Persons, maternity benefit management, cancer services and support, access by Covered Persons to digital tools and resources, or such other or alternative features as determined by Employer and agreed to by Claim Administrator. Audits relating to Health Advocacy Solutions shall be subject to Claim Administrator's then current external clinical audit policy and procedures, a copy of which shall be furnished to Employer upon request to Claim Administrator. Such Services may be subject to a service charge and/or additional Claim Charge.

- **FLEXACCESS™**

  Claim Administrator or its designee(s) will proactively enroll Covered Persons into a program designed to lower prescription drug costs through manufacturer copay assistance programs. Under this program, copays for a select list of applicable drugs are maximized within the benefit plan design, and the manufacturer-provided copay assistance programs are applied to offset medication costs. The manufacturer copay assistance will not apply to Covered Persons' deductibles and out-of-pocket maximum accumulators. Through active outreach to Covered Persons, Claim Administrator or its designee(s) will help Covered Persons attempt to enroll in a copay assistance program prior to paying for any Covered Person's claim.

- **FLEXACCESS™ QUALIFIED HDHP**

  Claim Administrator or its designee(s), through active outreach to Covered Persons, will help Covered Persons attempt to enroll in a manufacturer assistance program. Under this program, the manufacturer provided assistance may be used by the Covered Person at the point of sale to offset their out-of-pocket medication costs. Claim Administrator or its designee(s) will ensure manufacturer assistance funds used by Covered Persons do not apply to the Covered Persons accumulators.

- **GENE THERAPY SOLUTION: CELL AND GENE NAVIGATION & GENE OUTCOMES**

  Provide (1) the mutually agreed upon member navigation services for Covered Persons who are eligible to receive gene and cellular therapy services to assist such Covered Persons with obtaining services at a participating Provider, and (2) access to payments resulting from outcome-based agreements held, directly or indirectly, with Manufacturers of gene and cellular therapy drugs. Claim Administrator may receive payments in the event that select gene or cellular therapy treatments fail to meet the outcome-based metrics set forth in the outcome-based agreement with the Manufacturer. Claim Administrator will pay Employer the agreed upon percentage of the outcome based payment set forth in the BPA of the outcome based payment received by Claim Administrator. Notwithstanding the foregoing, the Employer will not be eligible to receive any payments received from outcome-based agreements after final settlement, following the termination of this Agreement and the completion of any applicable Run-Off period.

EXHIBIT C
FEE SCHEDULE AND FINANCIAL TERMS

SECTION 1: FEE SCHEDULE

Service charges and other service specifications applicable to the Agreement are set forth in the Fee Schedule section of the most current ASO BPA and the PBM Fee Schedule Addendum, if applicable. They are to apply for the period(s) of time indicated therein and shall continue in full force and effect until the earlier of: i) the end of the Fee Schedule Period noted on such ASO BPA and the PBM Fee Schedule Addendum, if applicable; ii) the date a Fee Schedule is amended or replaced in its entirety by the execution of a subsequent ASO BPA or PBM Fee Schedule Addendum, if applicable; or iii) the date the Agreement is terminated (or, if applicable, in the case of the PBM Fee Schedule Addendum, the date such PBM Exhibit is terminated).

Inter-Plan Arrangement Fees:

1.1 **BlueCard® Program/Network Access Fees* (as applicable):** Additional information is available upon request; included in the Claim Charge, if applicable.

1.2 **Negotiated Arrangement/Custom Fees (as applicable):** Additional information is available upon request; included in the medical Administrative Charge(s) noted in the ASO BPA and in any Termination Administrative Charge(s) noted in the ASO BPA calculated on the basis of such medical Administrative Charge(s).

1.3 **For Non-Participating Healthcare Providers Outside Claim Administrator's Service Area/processing fees (as applicable):** Additional information is available upon request; included in the medical Administrative Charge(s) noted in the ASO BPA and in any Termination Administrative Charge(s) noted in the ASO BPA calculated on the basis of such medical Administrative Charge(s).

**If applicable, such fees may not exceed the lesser of the applicable annual percentage of the discount (dependent upon group size) permitted under the BlueCard Program or two thousand dollars ($2,000) per Claim.*

SECTION 2: EXHIBIT DEFINITIONS

Other definitions applicable to this Exhibit are contained in Section 7 DEFINITIONS of the Agreement.

2.1 **"Employer Payment"** means the amount owed or payable to Claim Administrator by Employer for a given Employer Payment Period in accordance with Section 5 of this Exhibit which is the sum of Claim Payments made plus applicable service charges incurred during that Employer Payment Period.

2.2 **"Employer Payment Method"** means the method elected in the Fee Schedule specifications of the most current ASO BPA by which Employer Payments will be made.

2.3 **"Employer Payment Period"** means the time period indicated in the Fee Schedule specifications of the most current ASO BPA.

2.4 **"Medicare Secondary Payer ("MSP")"** means those provisions of the Social Security Act set forth in 42 U.S.C. §1395 y (b), and the implementing regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which certain employers may offer group health care coverage to Medicare–eligible employees, their spouses and, in some cases, dependent children. (See Exhibit D Section 6 titled "Medicare Secondary Payer Information Reporting.")

2.5 **"Run–Off Claim"** means a Claim incurred prior to the termination of the Agreement that is submitted for payment during the Run–Off Period.

2.6 **"Run–Off Period"** means the time period immediately following termination of the Agreement, indicated in the Fee Schedule specifications of the most current ASO BPA, during which Claim Administrator will accept Run-Off Claims submitted for payment.

2.7 **"Termination Administrative Charge"** means the consideration indicated in the Fee Schedule specifications of the most current ASO BPA that is required by Claim Administrator upon termination of the Agreement, or the termination of Covered Employees but not the Agreement, including any services that may be performed by Claim Administrator during the Run–Off Period indicated on such ASO BPA.

SECTION 3: COMPENSATION TO CLAIM ADMINISTRATOR

3.1 ***Intent of Service Charges.*** Employer will pay service charges to Claim Administrator in accordance with the Fee Schedule specifications of the most current ASO BPA and PBM Fee Schedule Addendum, if applicable, as compensation for the processing of Claims and administrative and other services provided to Employer.

3.2 ***Determining Service Charges.*** The service charges, which are for the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA and PBM Fee Schedule Addendum, if applicable, have been determined in accordance with Claim Administrator's current regulatory status and Employer's existing benefit program.

3.3 ***Changing Service Charges.*** Such service charges shall be subject to change by Claim Administrator as follows:

a. At the end of the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA, provided that sixty (60) days' prior written notice is given by Claim Administrator;

b. On the effective date of any changes or benefit variances in the Plan, its administration by Employer, or the level of benefit valuation which would increase Claim Administrator's cost of administration;

c. On any date changes imposed by governmental entities increase expenses incurred by Claim Administrator, provided that such increases shall be limited to an amount sufficient to recover such increase in expenses;

d. On any date that the actual number of Covered Employees (in total, by product or by benefit plan), the single/family mix, or the Medicare/Non-Medicare mix varies +/- ten percent (10%) from Claim Administrator's projections;

e. The information upon which Claim Administrator's projections were based (e.g., benefit levels, census/demographics, producer/broker fees) becomes outdated or inaccurate; or

f. On any date an affiliate, subsidiary, or other business entity is added or dropped by Employer.

3.4 ***Service Charges upon Termination.*** In the event the Agreement is terminated in accordance with the "Term and Termination" provisions of the Agreement, Employer will Timely pay Claim Administrator the Termination Administrative Charge indicated in the Fee Schedule specifications of the most current ASO BPA. Termination Administrative Charges assume the continuation of the Plan benefit program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, Claim Administrator reserves the right to adjust the fees for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge. In the event of a partial termination of Covered Employees by Employer, Employer will pay the Termination Administrative Charge as specified in the current ASO BPA for such terminated Covered Employees.

3.5 ***Additional Service Charges.*** In addition to the amounts due and payable each month in accordance with the Fee Schedule specifications of the most current ASO BPA, Claim Administrator may charge Employer for:

a. Any applicable Supplemental Charge(s); and/or

b. Reasonable fees for the reproduction or return of Claim records requested by Employer, a governmental agency or pursuant to a court order; and/or

c. Any other fees that may be assessed by third parties for services rendered to Employer, a portion of which may be retained by Claim Administrator as compensation for Claim Administrator's support of such services; and/or

d. Any other fees for services mutually agreed upon by the Parties in writing.

3.6 ***Effect of Plan Enrollment.*** Administrative Charges will be paid based upon information Claim Administrator receives regarding current Plan enrollment as of the first day of each month. Appropriate adjustments will be made for enrollment variances or corrections.

3.7 ***Timely Payment.*** Performance of all duties and obligations of Claim Administrator under the Agreement are contingent upon the Timely payment of any amount owed Claim Administrator by Employer.

3.8 ***Shared Savings Programs.*** Claim Administrator may offer programs that include compensation to the Claim Administrator based on shared savings as may be described in the most recent BPA or in another mutually agreed writing between the Parties. In general, these "Shared Savings Programs" measure savings as reductions in expected or actual Claims costs by reason of the Employer's adoption of the program. Employer acknowledges and agrees that Claim Administrator does not act as a fiduciary under ERISA when engaging in activities related to Shared Savings Programs under this Section because such activities do not constitute an exercise of discretion or control over Plan assets or Plan administration.

SECTION 4: CLAIM PAYMENTS

4.1 ***Claim Administrator's Payment.*** Upon receipt of a Claim, Claim Administrator will make a Claim Payment provided that all payments due Claim Administrator under the terms of the Agreement are paid when due.

4.2 ***Employer's Liability.*** Any reasonable determination by Claim Administrator in adjudicating a Claim under the Agreement that a Covered Person is entitled to a Claim Payment is conclusive evidence of the liability of Employer to Claim Administrator for such Claim Payment pursuant to Section 6 below titled "Claim Settlements." Further, if a Covered Person is an Inpatient at the time his or her coverage under the Plan terminates, the Plan shall provide benefits for Covered Services which are provided by and regularly charged for by a Hospital or other facility Provider until the Covered Person is discharged ("Extended Benefits"). Employer shall be liable to Claim Administrator for all Claim Payments, and the applicable service charges for such Extended Benefits.

4.3 ***Covered Person's Certain Liability.*** Under certain circumstances, if Claim Administrator pays the health care Provider amounts that are the responsibility of the Covered Person under this Agreement, Claim Administrator may collect such amounts from the Covered Person.

4.4 ***Cessation of Claim Payments.*** If Employer has failed to pay when due any amount owed Claim Administrator, Claim Administrator shall be under no obligation to make any further Claim Payments until such default is cured.

SECTION 6: CLAIM SETTLEMENTS

6.1 ***Determining What Employer Owes.*** A Claim settlement shall be determined for each Claim Settlement Period indicated in the Fee Schedule specifications of the most current ASO BPA. The Claim settlement shall reflect the sum of the following:

a. Claim Payments paid by Claim Administrator in the particular Claim Settlement Period.

b. Claim Payments paid by Claim Administrator in prior Claim Settlement Periods that have not been included in a prior Claim settlement.

c. The Administrative Charges and credits, Surcharges, and other applicable service charges as indicated in the Fee Schedule specifications of the most current ASO BPA of the Agreement and any applicable Supplemental Charge(s).

The sum of a., b., and c. above shall be referred to as the "Claim Settlement Total."

6.2 ***Employer Underpayment.*** If, within the Claim Settlement Period, the Claim Settlement Total exceeds Employer Payments, Employer will pay the difference to Claim Administrator. The Claim settlement will be determined within ninety (90) days from the last day of the Claim Settlement Period. Claim Administrator will notify Employer in writing of the results of the Claim settlement. Any sums due Claim Administrator will be paid Timely by Employer.

6.3 ***Employer Overpayment.*** If, within the Claim Settlement Period, Employer Payments exceed the Claim Settlement Total, Claim Administrator may, at its option, pay such difference to Employer, apply the difference against amounts then owed Claim Administrator by Employer or authorize a reduction equal to such difference from the next Claim Settlement Total due Claim Administrator from Employer.

SECTION 7: LATE PAYMENTS AND REMEDIES

7.1 ***When Employer Fails to Pay.*** If Employer fails to pay when due any amount required to be paid to Claim Administrator under the Agreement, and such default is not cured within ten (10) days of the due date, a Reminder Notice will be sent to the Employer via email. If payment is not received within ten (10) days of the date the Reminder Notice is sent, Claim Administrator reserves the right to consider the Employer delinquent. If defaults are not cured following notice via email to Employer, Claim Administrator may, at its option:

a. Suspend Claim Payments; or

b. Terminate the Agreement as of the effective date specified in such notice.

7.2 ***When Claim Administrator Fails to Timely Notify.*** Pursuant to Section 6.5 "Severability; Enforcement; Force Majeure; Survival" of the Agreement, Claim Administrator's failure to provide Employer with Timely notice of any amount due hereunder shall not be considered a waiver of payment of any amount which may otherwise be due hereunder from Employer.

7.3 ***Late Charge.*** If Employer fails to make any payment required by the Agreement on a Timely basis, Claim Administrator, at its option, may assess a daily charge for the late remittance from the due date of any amount(s) payable to Claim Administrator by Employer. This daily charge shall be an amount equal to the amount resulting from multiplying the amount due times the lesser of:

a. The rate of .0329% per day which equates to an amount of twelve percent (12%) per annum; or

b. The maximum rate permitted by state law.

7.4 ***Insolvency.*** In addition, if Employer becomes insolvent, however evidenced, or is in default of its obligation to make any Employer Payment as provided hereunder, or if any other default hereunder has occurred and is continuing, then any indebtedness of Claim Administrator to Employer (including any and all contractual obligations of Claim Administrator to Employer) may be offset and/or recouped and applied toward the payment of Employer's obligations hereunder, whether or not such obligations, or any part thereof, shall then be due Employer.

SECTION 8: FINANCIAL OBLIGATIONS UPON AGREEMENT TERMINATION

8.1 ***Run–Off Claims.*** Employer hereby acknowledges that on the date of termination of the Agreement in accordance with the provisions of either Section 7 of this Exhibit or Section 6 of the Agreement, or on the date which Employer terminates a part of the population of Covered Employees, there may be an undetermined but substantial number of Claims for services rendered or furnished prior to that date which have not been submitted to Claim Administrator for reimbursement and also an undetermined but substantial number of Claims submitted for reimbursement which have not been paid by Claim Administrator ("Run–Off Claims"). Employer shall be responsible for the reimbursement of all Run–Off Claims, whether or not such Claims have been submitted, or whether or not Claim Payments for such Claims have been made by Claim Administrator, as of the date of termination or termination of Covered Employees but not the Agreement, including, but not limited to, Claim Payments made in accordance with MSP laws, and for the payment of the Termination Administrative Charge and any other applicable service charges indicated in the Fee Schedule specifications of the most current ASO BPA and any applicable Supplemental Charge(s) pursuant to the processing of such Claims after the Agreement's termination date or date of termination of Covered Employees but not the Agreement.

8.2 ***Corresponding Employer Payments.*** In consideration of Claim Administrator's continuing to make Claim Payments in accordance with Section 4 of this Exhibit for Run–Off Claims, Employer shall continue to make Employer Payments for all such Claims paid by Claim Administrator up to the final settlement outlined below.

8.3 ***Final Settlement.*** A final settlement shall be made within ninety (90) days after the last day of the Run–Off Period. This final settlement shall compare Employer Payments against the Claim Settlement Totals for all Run–Off Claims paid up to the date of the final settlement. The difference shall be paid or applied as set forth in Section 6 of this Exhibit. However, if Employer Payments exceed the Claim Settlement Totals for all Run–Off Claims paid up to the final settlement, Claim Administrator shall pay such difference to Employer after applying the difference against amounts, if any, then owed to Claim Administrator by Employer. After the final settlement, Claim Administrator shall be released from any further liability for Claim Payments and Claim adjustments under this Agreement, and as of the date Employer shall assume full liability and responsibility for all further administration of Claim Payments. Further, after the final settlement, any refunds resulting from Claim adjustments or recoveries for Overpayments, including, but not limited to, subrogation or litigation activities, regardless of when such adjustments or recoveries occurred shall be retained by Claim Administrator and Employer shall have no liability for any charges associated with any adjustments.

8.4 ***Uncashed Funds.*** As of the date of termination of the Agreement and during the Run-Off Period, any outstanding funds that are or become "stale" (over 365 days old), less any amount(s) owed by payees to Claim Administrator from such funds, will be escheated by Claim Administrator on Employer's behalf to the state of payee's last known address in accordance with Claim Administrator's established procedures and/or the applicable state's unclaimed property law.

EXHIBIT D
NOTICES/REQUIRED DISCLOSURES

SECTION 1: PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS

1.1 **Claim Payment.** All payments by Claim Administrator for the benefit of any Covered Person may be made directly to any Provider furnishing Covered Services for which such payments are due, and Claim Administrator is authorized by such Covered Person to make such payments directly to such Providers. However, Claim Administrator reserves the right to pay any benefits that are payable under the terms of the Plan directly to the Covered Person or to the Provider furnishing Covered Services at Claim Administrator's option and in its sole discretion. Claim Administrator's decision to pay a Provider directly is not intended to waive and shall not constitute a waiver of the prohibition on assignment described in Section 1.3, below. All benefits payable to the Covered Person that remain unpaid at the time of the death of the Covered Person will be paid to the estate of the Covered Person.

1.2 **Claim Dispute.** Once Covered Services are rendered by a Provider, the Covered Person has no right to request Claim Administrator not to pay the Claim submitted by such Provider and no such request by a Covered Person or his agent will be given effect. Furthermore, Claim Administrator will have no liability to the Covered Person or any other person because of its rejection of such request.

1.3 **Invalidity of Assignments.** Neither coverage under the Plan nor a Covered Person's claims or rights under the Plan, including but not limited to claims for payment of benefits, are assignable in whole or in part to any person or entity at any time, and any such assignments shall be considered void. Coverage under the Plan is expressly non–assignable and non–transferable and will be forfeited if a Covered Person attempts to assign or transfer coverage or aids or attempts to aid any other person in fraudulently obtaining coverage under the Plan. If Claim Administrator makes payment because of a person's wrongful use of the identification card of a Covered Person, such payment will be considered a proper payment and Claim Administrator will have no obligation to pursue recovery of such payment; however, once the invalid assignment or transfer has been identified and Claim Administrator has acknowledged the situation, Claim Administrator will pursue recoveries as described in Section 4.2 "Claim Overpayments."

SECTION 2: COVERED PERSON/PROVIDER RELATIONSHIP

2.1 **Relationship to a Provider.** The choice of a Provider is solely the choice of the Covered Person and Claim Administrator will not interfere with the Covered Person's relationship with any Provider. Each Provider provides Covered Services only to Covered Persons and does not otherwise interact with or provide any services to Employer (except to the extent Employer is a Covered Person) or the Plan.

2.2 **Claim Administrator's Role.** It is expressly understood that Claim Administrator does not itself undertake to furnish Hospital, medical or dental service, but acts solely to make Claim Payments to a Provider for the Covered Services received by Covered Persons. Claim Administrator is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but not limited to, the failure or refusal to render services to a Covered Person. Professional services that can only be legally performed by a Provider are not provided by Claim Administrator. Any contractual relationship between a Provider and Claim Administrator shall not be construed to mean that Claim Administrator is providing professional service nor that any Provider is a subcontractor of Claim Administrator with respect to any aspect of this Agreement. Any reference or statement by Claim Administrator to a Provider shall in no way be construed as a representation, recommendation, referral, inference, or other statement by Claim Administrator as to the ability or quality, positive or negative, of such Provider.

2.3 **Physician Ratings and Rankings.** Employer acknowledges that Claim Administrator may, in accordance with and subject to all applicable laws and regulations, utilize nationally recognized

standards and guidelines to rate and rank certain Physicians, classify certain Physicians into tiers, and may publish and make available to Employer and Covered Persons certain Physician-specific information that includes, and is not limited to, ratings, rankings, tiers, and other comparisons of a Physician's performance against certain standards, measures and other physicians, and that Claim Administrator may publish and/or share such information with Employer, Covered Persons and other third parties. Notwithstanding this or any other provisions of this Agreement to the contrary, in no event shall any reference or statement by Claim Administrator about a Physician or Provider be construed as a recommendation or referral to such Physician or Provider, or as a guarantee as to future services provided by any Physician or Provider or the anticipated outcome of such services.

SECTION 3: LIMITED BENEFITS FOR NON–NETWORK PROVIDERS

Regarding any comprehensive major medical coverage with access to Network Providers elected on the most current ASO BPA. Employer acknowledges that when Covered Persons elect to utilize the services of a non-Network Provider for a Covered Service in non-emergency situations, benefit payments to such non-Network Provider are not based upon the amount billed. Non-Network Providers may bill the Plan's Covered Person for any amount up to the difference between the billed charge and the amount the Claim Administrator has paid for the Plan's portion of the bill. For more detailed information regarding benefit payments for Network and Non-Network Providers, please see the definition of Allowable Charge in Section 7 Definitions of this Agreement. A Covered Person may obtain further information about the Network status of Providers and information on out-of-pocket expenses by calling the toll-free number on their identification card or by accessing online tools and services such as Blue Access for Members or Provider Finder.

SECTION 4: CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PRESCRIPTION DRUG PROVIDERS

4.1 For Covered Services provided by Participating Prescription Drug Providers under the prescription drug benefit, all amounts payable to Claim Administrator by Employer for Claim Payments provided by Claim Administrator and applicable service charges pursuant to the terms of the Agreement shall be calculated on the basis of an amount mutually agreed upon by Employer and Claim Administrator. For Covered Services provided by the Participating Prescription Drug Providers under the prescription drug benefit, required deductible and Coinsurance amounts under the Agreement shall be calculated on the basis of the "Allowable Charge", subsection (c)(i). All (a) amounts payable to Claim Administrator by Employer for Claim Payments provided by Claim Administrator for Covered Services provided by Non-Participating Prescription Drug Providers under the prescription drug benefit, and (b) required deductible and Coinsurance amounts for Covered Services provided by Non-Participating Prescription Drug Providers under the prescription drug benefit shall be calculated on the basis of the "Allowable Charge", subsection (c)(ii).

4.2 Claim Administrator hereby informs Employer and all Covered Persons that it has contracts, either directly or indirectly, with Participating Prescription Drug Providers for the provision of, and payment for, prescription drug services to all persons entitled to prescription drug benefits under individual certificates, group health insurance policies and contracts to which Claim Administrator is a party, including the Covered Persons under the Agreement, and that pursuant to Claim Administrator's contracts with Participating Prescription Drug Providers, under certain circumstances described therein, Claim Administrator may receive payments, discounts and/or other allowances for prescription drugs dispensed to Covered Persons under the Agreement. Some rates are currently based on benchmark prices including, but not limited to, Wholesale Acquisition Cost ("WAC"), Average Sales Price ("ASP") and Average Wholesale Price ("AWP"), which are determined by third parties and are subject to change.

4.3 Employer understands that Claim Administrator may receive such payments, discounts and/or other allowances during the term of the Agreement. Neither Employer nor Covered Persons

hereunder are entitled to receive any portion of any such payments, discounts and/or allowances except as such items may be indirectly or directly reflected in the service charges specified in the Agreement. The drug fees/discounts that Claim Administrator has negotiated with Prime Therapeutics LLC ("Prime") through the Pharmacy Benefit Management ("PBM") Agreement, will be used to calculate Covered Persons' deductibles and Coinsurance for both retail and mail/specialty drugs, except as otherwise mutually agreed to by the Parties. Except for mail/specialty drugs, the PBM Agreement requires that the fees/discounts, payments and/or other allowances that Prime has negotiated with pharmacies (or other suppliers) are passed through to Claim Administrator. For the administrative services that Prime provides as part of the mail order and specialty pharmacy program, Prime may keep as its fee a portion of the discounts and/or other allowances that it has negotiated with the mail-order and/or specialty pharmacy. Claim Administrator pays a fee to Prime for pharmacy benefit services, which may be included in the Administrative Charge charged by Claim Administrator to Employer. A portion of Prime's PBM fees are tied to certain performance standards, including, but not limited to, Claims processing, customer service response, and mail-order processing.

4.4 The amounts received by Prime from Claim Administrator, pharmacies, manufacturers or other third parties may be revised from time to time. Some of the amounts received by Prime may be charged each time a claim is processed (or, in some instances, requested to be processed) through Prime and/or each time a prescription is filled, and include, but are not limited to, administrative fees charged by Prime to Claim Administrator (as described above), administrative fees charged by Prime to pharmacies, and administrative fees charged by Prime to pharmaceutical manufacturers. Currently, none of these fees will be passed on to Employer as expenses, or accrue to the benefit of Employer, unless otherwise specifically set forth in the Agreement.

SECTION 5: CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS

5.1 Claim Administrator hereby informs Employer and all Covered Persons that it owns a significant portion of the equity of Prime and that Claim Administrator has entered into one or more agreements with Prime or other entities (collectively referred to as "Pharmacy Benefit Managers"), for the provision of, and payment for, prescription drug benefits to all persons entitled to prescription drug benefits under individual certificates, group health insurance policies and contracts to which Claim Administrator is a party, including the Covered Persons under the Agreement. Pharmacy Benefit Managers have agreements with pharmaceutical manufacturers to receive rebates for using their products. In addition, the mail-order pharmacy and specialty pharmacy shall be operated through a third party, which may be an affiliate of or partially owned by Prime Therapeutics, LLC.

5.2 The Pharmacy Benefit Manager(s) ("PBM") negotiates rebate contracts with pharmaceutical manufacturers and has agreed to provide rebates made available pursuant to such contracts to Claim Administrator under the PBM's agreement with Claim Administrator. Claim Administrator may also negotiate rebate contracts with pharmaceutical manufacturers. This negotiation is conducted by the PBM (or Claim Administrator, as applicable) for the benefit of Claim Administrator and not for the benefit of Employer or Covered Persons. The PBM collects the rebates from the pharmaceutical manufacturers, for drugs covered under both the prescription drug program and medical benefit, and forwards the entire amount collected to Claim Administrator (other than any interest or late fees earned on rebates received from manufacturers, which the PBM retains). PBM may contract with pharmaceutical manufacturers through a group purchasing organization and, in such case, rebates collected by PBM and paid to Claim Administrator will be net of any fee the group purchasing organization may retain for its role in securing rebates. Each year, Claim Administrator will calculate a projection of the amount of rebates it expects to receive from the PBM and Claim Administrator's own rebate contracts with pharmaceutical manufacturers. Such projections are referred to as the "Expected Rebates". Expected Rebates are calculated based on a number of factors and projections for the Fee Schedule Period, which may include Employer-specific demographics, retail, mail-order pharmacy and specialty pharmacy utilization, cost of prescription drugs, Employer's benefit design, and rebate arrangements entered into by the PBM,

none of which Claim Administrator directly controls, and rebate arrangements between Claim Administrator and pharmaceutical manufacturers. Claim Administrator's estimate of the Expected Rebates is set forth in the proposal or renewal packet, as appropriate, which is hereby incorporated into this Agreement. Rebates, like all Claim Administrator assets and revenue sources, are utilized by Claim Administrator in various ways to enable Claim Administrator to provide cost-effective products and services. Claim Administrator may provide Employer with a rebate credit, the amount of which is set forth in the ASO BPA (the "Rebate Credit"). The Rebate Credit provided to Employer will be provided from Claim Administrator's own assets notwithstanding the actual amount of rebates, payments, discounts and/or other allowances provided to Claim Administrator by the PBM or pharmaceutical manufacturers. Employer acknowledges that it has negotiated for the specific Rebate Credit included as part of this Agreement and that it and its Plan have no right to, or legal interest in, any portion of the rebates, payments, discounts and/or other allowances provided by the PBM or such manufacturers to Claim Administrator and consents to Claim Administrator's retention of all such rebates, payments, discounts and/or other allowances. Rebate Credits shall not continue after termination of the prescription drug program.

5.3 As of the Effective Date, the maximum that a PBM has disclosed to Claim Administrator that the PBM will receive from any pharmaceutical manufacturer for manufacturer administrative fees is five and a half percent (5.5%) of the Wholesale Acquisition Cost ("WAC") for all products of such manufacturer dispensed during any given calendar year to members of Claim Administrator and to members of the other Blue Cross and/or Blue Shield operating divisions of Health Care Service Corporation or for which Claims are submitted to PBM at Claim Administrator's Request; provided, however, that Claim Administrator will advise Employer if such maximum has changed.

SECTION 6: MEDICARE SECONDARY PAYER INFORMATION REPORTING

6.1 For the purposes of mandatory reporting requirements for group health plan ("GHP") arrangements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173), Claim Administrator shall serve as the RRE and shall report information to CMS about individuals enrolled in the GHP who are also covered by Medicare so that CMS and Claim Administrator can effectively coordinate health care payments consistent with the MSP rules. Employer hereby authorizes and directs Claim Administrator to disclose to CMS, periodically, information pertaining to Medicare–eligible Covered Persons under the Plan so that Claim Administrator may make accurate primary/secondary MSP determinations. Employer agrees to Timely and accurately respond to Claim Administrator's requests for information.

6.2 It shall be Employer's responsibility to notify Claim Administrator promptly as may be required for such continuing accuracy, of any change in the number of individuals employed by Employer or status of its employees that might affect the order of payment under the MSP statute, such as information regarding working–aged persons who retire and changes in the number of individuals employed by Employer that place it in, or take it out of, the scope of the MSP statute. Employer's failure to provide accurate and timely information in response to Claim Administrator's request may impact Claim payments.

6.3 **Disclosure Statement:** Employer acknowledges that Claim Administrator has furnished it with a copy of a pamphlet titled "Information Regarding the Medicare Secondary Payer Statute" (also referred to as the "Disclosure Statement"), prepared by the Association and reviewed by CMS, which administers Medicare.

6.4 Notwithstanding any other provision herein, in instances where the Employer has carved out prescription drug coverage administration to an entity other than Claim Administrator, Claim Administrator shall not serve as the RRE for prescription drug coverage under the Plan.

6.5 Employer acknowledges that Employer shall be responsible for any Civil Money Penalties ("CMP") imposed against Claim Administrator as a result of Employer's failure to promptly notify Claim Administrator of any change in the number of individuals employed by Employer or status of its Employees that might affect the order of payment under the MSP statute.

SECTION 7: REIMBURSEMENT PROVISION

Applicable only if this service is elected in the Fee Schedule specifications of the most current Exhibit E - ASO BPA

7.1 If a Covered Person incurs expenses for sickness or injury that occurred due to the negligence of a third party and benefits are provided for Covered Services described in the Plan, the following provisions will apply:

a. Claim Administrator on behalf of Employer has the right to reimbursement for all benefits Claim Administrator provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by the Covered Person, the Covered Person's parents or guardians if the Covered Person is a minor, or the Covered Person's legal representative, as a result of that sickness or injury, in the amount of the Provider's Allowable Charge for Covered Services for which Claim Administrator has provided benefits to the Covered Person.

b. Claim Administrator is assigned the right to recover from the third party, or the third party's insurer, to the extent of the benefits Claim Administrator provided for that sickness or injury.

7.2 Claim Administrator shall have the right to first reimbursement out of all funds the Covered Person, the Covered Person's parents or guardians if the Covered Person is a minor, or the Covered Person's legal representative, is or was able to exercise for the same expenses for which Claim Administrator has provided benefits as a result of that sickness or injury. The Covered Person is required to furnish any information or assistance or provide any documents that Claim Administrator may reasonably require in order to obtain its rights under this provision. This provision applies whether or not the third party admits liability.

SECTION 8: REPLACEMENT COVERAGE

A Covered Person may, under certain circumstances, as specified below, apply for, and obtain replacement coverage, subject to the replacement coverage's applicable terms and conditions. The replacement coverage will be that which is offered by Claim Administrator, or, if Covered Person does not reside in Claim Administrator's service area, by the Host Blue(s) whose service area covers the geographic area in which the Covered Person resides. The circumstances mentioned above may arise from involuntary termination of Covered Person's health coverage sponsored by Employer but solely as a result of a reduction in force, plan/office closing(s) or group health plan termination (in whole or in part), or when a Covered Person approaches the age of Medicare eligibility. If the Covered Person does not reside in Claim Administrator's service area, Claim Administrator may facilitate a Covered Person's right to apply for and obtain such replacement coverage, subject to applicable eligibility requirements, from the Host Blue in which the Covered Person resides. To do this, Claim Administrator or the Host Blue may communicate directly with the Covered Persons to provide resources and replacement coverage options available to them. Claim Administrator's provision of information about replacement coverage is not part of the Services provided to Employer under the Agreement, and neither Employer nor the Plan has any responsibility for replacement coverage information provided by Claim Administrator in accordance with this Section 8.

EXHIBIT E
ASO BPA

EXHIBIT F
BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURES AND PROVISIONS

SECTION 1: INTER-PLAN ARRANGEMENT DEFINITIONS

Other definitions applicable to this Exhibit are contained in Section 7 DEFINITIONS of the Agreement.

1.1 **"Accountable Care Organization"** means a group of health care Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.

1.2 **"Alternative Provider Compensation Arrangements"** means the arrangements described in the definition of "Alternative Provider Compensation Arrangement Payments."

1.3 **"Alternative Provider Compensation Arrangement Payments"** means a payment Claim Administrator makes to Network Providers for any services, including but not limited to, any capitation payments, performance-based payments, Care Coordination payments, Value-Based Program payments, Accountable Care Organization payments, Global Payments/Total Cost of Care payments, Patient-Centered Medical Home payments, Provider Incentives or other incentives or bonus payments, Shared Savings payments, and any other alternative funding arrangement payments as described in Claim Administrator's arrangement with the Network Provider, all as further described in Section 4.4 of this Exhibit. If the actual amount of an Alternative Provider Compensation Arrangement Payment (for purposes of this Section 1.3, a "Payment") is not known at the time Claim Administrator bills Employer under this Agreement, then Claim Administrator may bill Employer in advance for expected Payments to Network Providers (the "Expected Payments"). Such Expected Payments will be calculated for each member in each specific Alternative Provider Compensation Arrangement on a per member per month ("PMPM") basis or on another agreed upon compensation mechanism between Participating Healthcare Provider and Claim Administrator, in the same manner as methodologies described in Section 4.4 of this Exhibit. Where such Alternative Provider Compensation Arrangements include a PMPM Payment structure, the calculation of the Expected Payments will be made using (i) the estimated number of members involved in a particular Arrangement (as of the end of the month preceding the calculation), and (ii) the estimated Payments for all such Covered Persons, unless an alternate calculation method is used (in the same manner as described in Section 4.4 of this Exhibit). Expected Payment may vary from Member to Member. For the purposes of this Section 1.3, a "Member" means all of the members in a health benefit plan insured or administered by Claim Administrator, including but not limited to Employer's Covered Persons. Employer will be billed for its share of the Expected Payment, calculated based on (i) the number of Employer's Covered Persons participating (or expected to participate) in an Alternative Provider Compensation Arrangement per month and/or (ii) the number and/or cost of the Covered Services received (or expected to be received) by Employer's Covered Persons per month. Any difference (surplus or deficit) between the Expected Payments and actual Payments will be factored into Claim Administrator's calculation of future Expected Payments. Interest on such difference (surplus or deficit) will be credited (or charged) to Employer and included in the calculation of future Expected Payments. Claim Administrator may recalculate the PMPM amounts and any other applicable expected Payments or charges from time to time in a manner consistent with this Agreement. In the case of any modification to the PMPM or Expected Payments, Claim Administrator shall inform Employer of such modifications. Thereafter, Employer will be deemed to have approved the modifications, which will become part of this Agreement.

1.4 **"Blue Cross Blue Shield Global Core Access Vendor Fees"** means the charges to Claim Administrator for the transaction fees through Blue Cross Blue Shield Global Core which are payable to the medical assistance vendor for assisting Covered Persons traveling or living outside of the United States, Puerto Rico, and U.S. Virgin Islands to obtain medical services.

1.5 **"Care Coordination"** means organized, information-driven patient care activities intended to facilitate the appropriate responses to Covered Person's health care needs across the continuum of care.

1.6 **"Care Coordinator"** means an individual within a Provider organization who facilitates Care Coordination for patients.

1.7 **"Care Coordinator Fee"** means a fixed amount paid by a Blue Cross and/or Blue Shield Plan to Providers periodically for Care Coordination under a Value-Based Program.

1.8 **"Global Payment/Total Cost of Care"** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as Outpatient, Physician, ancillary, Hospital services, and prescription drugs.

1.9 **"Host Blue"** means a local Blue Cross and/or Blue Shield licensee outside the geographic area that Claim Administrator serves.

1.10 **"Negotiated Arrangement"** means an agreement negotiated between one or more Blue Cross and/or Blue Shield Plans for any national account that is not delivered through the BlueCard Program.

1.11 **"Non-Participating Healthcare Provider"** means a health care Provider that does not have a contractual agreement with a Host Blue.

1.12 **"Participating Healthcare Provider"** means a health care Provider that has a contractual agreement with a Host Blue.

1.13 **"Patient-Centered Medical Home"** means a model of care in which each patient has an ongoing relationship with a Primary Care Practitioner who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified Physicians.

1.14 **"Provider Incentive"** means an additional amount of compensation paid to a health care Provider by a Blue Cross and/or Blue Shield Plan, based on the Provider's compliance with, or participation in, agreed-upon procedural and/or outcome measures, joint-initiatives, including but not limited to any measures or initiatives related to a particular population of Covered Persons.

1.15 **"Shared Savings"** means a payment mechanism in which the Provider and the Blue Cross and/or Blue Shield Plan share cost savings achieved against a target cost budget based upon agreed-upon terms and may include downside risk.

1.16 **"Value-Based Program"** means a payment arrangement and/or a Care Coordination model facilitated through one or more Providers that may utilize one (1) or more of the following metrics: (i) Covered Person health outcomes; (ii) Covered Person Care Coordination; (iii) quality of Covered Services; (iv) cost of Covered Services; (v) Covered Person access; (vi) Covered Person experience with a Provider; or (vii) joint initiatives to increase collaboration in the provision of Covered Services to Covered Persons, and which payment arrangement is reflected in one (1) or more Provider payments, including but not limited to Alternative Provider Compensation Arrangement Payments.

SECTION 2: ADMINISTRATIVE SERVICES ONLY

Claim Administrator provides administrative Claims payment services only as set forth in this Agreement and does not assume any financial risk or obligation with respect to Claims.

SECTION 3: DISCLOSURES IN ACCOUNT CONTRACTS

Employer, on behalf of itself and its Covered Persons, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Claim Administrator, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Claim Administrator to use the Blue Cross and/or Blue Shield Service Mark in the State of New Mexico, and that Claim Administrator is not contracting as the agent of the Association. Employer on behalf of itself and its Covered Persons further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Claim Administrator and that no person, entity, or organization

other than Claim Administrator shall be held accountable or liable to Employer for any of Claim Administrator's obligations to Employer created under this Agreement. This subsection shall not create any additional obligations whatsoever on the part of Claim Administrator other than those obligations created under other provisions of this Agreement.

SECTION 4: INTER-PLAN ARRANGEMENTS

4.1 *Out-of-Area Services*

Claim Administrator has a variety of relationships with other Blue Cross and/or Blue Shield licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Covered Persons access health care services outside the geographic area Claim Administrator serves, the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below. Claim Administrator's services under this Agreement are governed by and subject to the Inter-Plan Arrangements rules in effect during the term of this Agreement, and a Host Blue is neither the agent nor the subcontractor of Claim Administrator. Typically, when accessing care outside the geographic area Claim Administrator serves, Covered Persons obtain care from Participating Healthcare Providers. In some instances, Covered Persons may obtain care from Non-Participating Healthcare Providers. Claim Administrator remains responsible for fulfilling its contractual obligations to Employer. Claim Administrator's payment practices in both instances are described below. This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with the Inter-Plan Arrangements. Dental care benefits, when paid as stand-alone benefits, and prescription drug benefits or vision care benefits that may be administered by a third party contracted by Claim Administrator to provide the specific service or services, are not processed through Inter-Plan Arrangements.

4.2 *BlueCard Program*

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Covered Persons access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Healthcare Providers. The financial terms of the BlueCard Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, Claim Administrator's action will be consistent with the spirit of this description.

a. ***Liability Calculation Method – In General***

(1) Covered Person Liability Calculation.

Unless subject to a fixed dollar Copayment, the calculation of the Covered Person's liability on Claims for Covered Services will be based on the lower of the Participating Healthcare Provider's billed charges for Covered Services or the negotiated price made available to Claim Administrator by the Host Blue.

(2) Employer's Liability Calculation.

The calculation of Employer's liability on Claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to Claim Administrator by the Host Blue. Sometimes, this negotiated price may, for a particular service or services, exceed the billed charge in accordance with how the Host Blue has negotiated with its Participating Healthcare Provider(s) for specific health care services. In cases where the negotiated price exceeds the billed charge, Employer may be liable for the excess amount even when the Covered Person's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the Network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

b. ***Claims Pricing***

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Provider contracts. The negotiated price made available to Claim Administrator by the Host Blue may be represented by one of the following:

(1) An actual price. An actual price is a negotiated rate of payment in effect at the time a Claim is processed without any other increases or decreases; or

(2) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced, or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or

(3) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or an average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Covered Person and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims. Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or under-estimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. If Employer terminates, Employer will not receive a refund or charge from the variance account. Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for the liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

c. ***BlueCard Program Fees and Compensation***

Employer understands and agrees to reimburse Claim Administrator for certain fees and compensation which Claim Administrator is obligated under the BlueCard Program to pay to the Host Blues, to the Association, and/or to vendors of the BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to Employer are set forth in the most current ASO BPA. The specific BlueCard Program fees and compensation may be revised from time to time as described in Section 4.9 below.

Claim Administrator will charge these fees as follows:

(1) BlueCard Program Access Fees

The access fee is charged by the Host Blue to Claim Administrator for making its applicable Provider Network available to Employer. A BlueCard Program access fee may be charged only if the Host Blue's arrangement with its health care provider prohibits billing Covered Persons for amounts in excess of the negotiated payment. However, a health care provider may bill for non-covered health care

services and for Covered Person cost sharing (for example, deductibles, Copayments, and/or Coinsurance) related to a particular Claim.

(2) How the BlueCard Program Access Fee Affects Employer

When Claim Administrator is charged a BlueCard Program access fee, Claim Administrator may pass the charge along to Employer as a Claim expense or as a separate amount. The access fee will not exceed $2,000 for any Claim. If Claim Administrator receives an access fee credit, Claim Administrator will give Employer a Claim expense credit or a separate credit. Instances may occur in which the Claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's access fee and pass it along to Employer as stated above even though Employer paid little or had no Claim liability.

4.3 ***Negotiated Arrangements***

With respect to one or more Host Plans, instead of using the BlueCard Program, Claim Administrator may process Employer's Covered Persons' Claims for Covered Services through a Negotiated Arrangement. Pursuant to such a Negotiated Arrangements, the Host Blue(s) has/have agreed to provide, on Claim Administrator's behalf, Claim Payments and certain administrative services for those Covered Persons of Employer receiving Covered Services in the state and/or service area of the Host Blue(s). Pursuant to the agreement between Claim Administrator and the Host Blue(s), Claim Administrator has agreed to reimburse each Host Blue for all Claim Payments made on Claim Administrator's behalf for those Covered Persons of Employer receiving Covered Services in the state and/or service area of such Host Blue. In addition, if Claim Administrator and Employer have agreed that (a) Host Blue(s) shall make available (a) custom health care Provider Network(s) in connection with this Agreement, then the terms and conditions set forth in Claim Administrator's Negotiated Arrangement(s) for national accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of claims when Covered Persons access such networks. In negotiating such arrangement(s), Claim Administrator is not acting on behalf of or as an agent for Employer, Employer's Plan or Employer's Covered Persons.

a. ***Covered Person and Employer Liability Calculation***

Covered Person liability calculation will be based on the lower of either billed charges for Covered Services or negotiated price (refer to the description of negotiated price under Section 4.2.a., BlueCard Program) that the Host Blue makes available to Claim Administrator and that allows Employer's Covered Persons access to negotiated participation agreement Networks of specified Participating Healthcare Providers outside of Claim Administrator's service area. Employer's liability calculation will be based on the negotiated price (refer to the description of negotiated price under Section 4.2.a, BlueCard Program).

Employer acknowledges that pursuant to the Host Blue's contracts with Host Blues' Participating Healthcare Providers, under certain circumstances described therein, the Host Blue (i) may receive substantial payment from Host Blues' Participating Healthcare Providers with respect to services rendered to such Covered Persons for which the Host Blue was initially obligated to pay the Host Blues' Participating Healthcare Providers, (ii) may pay Host Blues' Participating Healthcare Providers more or less than their billed charges for services, by discounts or otherwise, or (iii) may receive from Host Blues' Participating Healthcare Providers other allowances under the Host Blue's contracts with them. One example of this is quality improvement programs/payments. If charged by the Host Blue to Claim Administrator, Employer shall reimburse Claim Administrator for any payments made to the Host Blue, unless otherwise set forth in the Agreement's Fee Schedule, including "Claim-like" charges, which are those charges for payments to Host Blues' Participating Healthcare Providers on other than a fee for services basis which include, but are not limited to, incentive payments. Employer acknowledges that, in negotiating the Administrative Charge set forth in the Agreement's Fee Schedule, it has taken into consideration that, among other things, the Host Blue may receive such

payments, discounts and/or other allowances during the term of its agreement with Claim Administrator. Further, all amounts payable by Covered Person and Employer shall be calculated on the basis described in this subsection, irrespective of any separate financial arrangement between the Host Blue's Participating Healthcare Provider that rendered the applicable Covered Service and the Host Blue other than the negotiated price as described in this subsection.

b. ***Fees and Compensation***

Employer understands and agrees to reimburse Claim Administrator for certain fees and compensation which Claim Administrator is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as described in Section 4.9 below. In addition, the participation agreement with the Host Blue may provide that Claim Administrator must pay an administrative and/or a network access fee to the Host Blue, and Employer further agrees to reimburse Claim Administrator for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Employer under Negotiated Arrangements are set forth in the most current ASO BPA.

4.4 ***Special Cases: Value-Based Programs***

a. ***Value-Based Programs Overview***

Employer's Covered Persons may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Home, and Shared Savings arrangements.

b. ***Value-Based Programs under The BlueCard Program***

(1) ***Value-Based Programs Administration***

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these Provider payments to Claim Administrator, which Claim Administrator will pass on to Employer in the form of either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by a Host Blue:

a) ***Actual Pricing:*** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Employer via an enhanced Provider fee schedule.

b) ***Supplemental Factor:*** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the Claim, they may be billed as Per Member Per Month ("PMPM") billings for Value-Based Programs incentives/Shared Savings settlements to accounts outside of the Claim system. Claim Administrator will pass these Host Blue charges directly through to Employer as a separately identified amount on the group billings. The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings

are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program. At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated average or PMPM price methods, described above, are calculated. If Employer terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement. Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for the liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds in variance accounts. Note: Covered Persons will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

(2) ***Care Coordinator Fees***

Host Blues may also bill Claim Administrator for Care Coordinator Fees for Provider services which Claim Administrator will pass onto Employer as follows:

a) PMPM billings; or

b) Individual Claim billings through applicable Care Coordination codes from the most current editions of either *Current Procedural Terminology* ("CPT") published by the American Medical Association ("AMA") or *Healthcare Common Procedure Coding System* ("HCPCS") published by the US CMS.

As part of this Agreement, Claim Administrator and Employer will not impose Covered Person cost sharing for Care Coordinator Fees.

c. ***Value-Based Programs under Negotiated Arrangements***

If Claim Administrator has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Employer's Covered Persons, Claim Administrator will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted in BlueCard Program section.

4.5 ***Return of Overpayments***

Recoveries from a Host Blue or its Participating Healthcare Providers and Non-Participating Healthcare Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, health care Provider/Hospital bill audits, credit balance audits, utilization review

refunds, and unsolicited refunds. Recoveries will be applied, in general, on either a claim-by-claim or prospective basis. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to Employer. Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Claim Administrator may request the Host Blue to provide full refunds from Participating Healthcare Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, Claim Administrator may request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim Payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or health care Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, or (c) would jeopardize the Host Blue's relationship with its Participating Healthcare Providers, notwithstanding to the contrary any other provision of this Agreement.

4.6 ***Inter-Plan Arrangements: Federal/State Taxes/Surcharges/Fees***

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, Claim Administrator will charge any such surcharge, tax or other fee to Employer, which will be Employer's liability.

4.7 ***Non-Participating Healthcare Providers outside Claim Administrator's Service Area***

a. ***Covered Person Liability Calculation***

(1) In General

When Covered Services are provided outside of Claim Administrator's service area by Non-Participating Health Care Providers, the amount(s) a Covered Person pays for such services will be based on either the Host Blue's Non-Participating Healthcare Provider local payment or the pricing requirements required by applicable law. The Covered Person may be responsible for the difference between the amount that the Non-Participating Health Care Provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph.

(2) Exceptions

a. In certain situations, Claim Administrator may use other payment bases to determine the amount Claim Administrator will pay for services rendered by Non-Participating Health Care Providers, such as:

i. Billed charges for Covered Services;

ii. The payment Claim Administrator would make if the health care services had been obtained within Claim Administrator's service area;

iii. A special negotiated payment, as permitted under Inter-Plan Arrangements; or

iv. The lesser of

1. the amount described in (1), above; or

2. for professional Providers, a payment based on publicly available data and historic reimbursement to Providers for the same or similar professional services, adjusted for geographical differences where applicable; or for hospital or facility Providers, a payment based on publicly available data reflecting the approximate costs that hospitals or facilities have incurred historically to provide the same or similar service, adjusted for geographical differences where applicable, plus a margin factor for the hospital or facility.

In these situations, a Covered Person may be liable for the difference between the

amount that the Non-Participating Health Care Provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph.

b. ***Fees and Compensation***

Employer understands and agrees to reimburse Claim Administrator for certain fees and compensation which Claim Administrator is obligated under applicable Inter-Plan Arrangements requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangements related services. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided in Section 4.9 below.

4.8 ***Blue Cross Blue Shield Global Core***

a. ***General Information***

If Covered Persons are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "BlueCard Service Area"), the Covered Persons may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard Service Area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Covered Persons with accessing a network of Inpatient, Outpatient and professional Providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from Providers outside the BlueCard Service Area, the Covered Persons will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

(1) Inpatient Services

In most cases, if Covered Persons contact the service center for assistance, Hospitals will not require Covered Persons to pay for covered Inpatient services, except for their cost-share amounts/deductibles, Coinsurance, etc. In such cases, the Hospital will submit the Covered Person's Claims to the service center to initiate Claims processing. However, if the Covered Person paid in full at the time of service, the Covered Person must submit a Claim to obtain reimbursement for Covered Services. Covered Persons must contact Claim Administrator to obtain preauthorization/precertification for non-emergency Inpatient services, if Employer's Plan requires preauthorization or precertification for such services.

(2) Outpatient Services

Physicians, urgent care centers and other Outpatient Providers located outside the BlueCard Service Area will typically require Covered Persons to pay in full at the time of service. Covered Persons must submit a Claim to obtain reimbursement for Covered Services.

(3) Submitting a Blue Cross Blue Shield Global Core Claim

When Covered Persons pay for Covered Services outside the BlueCard Service Area, they must submit a Claim to obtain reimbursement. For institutional and professional Claims, Covered Persons should complete a Blue Cross Blue Shield Global Core International Claim form and send the Claim form with the Provider's itemized bill(s) to the service center address on the form to initiate Claims processing. The Claim form is available from Claim Administrator, the service center or online at bcbsglobalcore.com. If Covered Persons need assistance with their Claim submissions, they should call the service center at 800-810-BLUE (2583) or call collect at 804-673-1177, 24 hours a day/seven days a week.

b. ***Blue Cross Blue Shield Global Core Program-Related Fees***

Employer understands and agrees to reimburse Claim Administrator for certain fees and compensation which Claim Administrator is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable

Inter-Plan Arrangements may be revised from time to time as provided for in Section 4.9 below.

4.9 ***Modifications or Changes to Inter-Plan Arrangement Fees or Compensation***

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, Claim Administrator shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Employer's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change, which notice will be effective in accordance with Section 6.1(a) of the Agreement. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and Claim Administrator will then allow such modifications to become part of this Agreement.

EXHIBIT G
RECOVERY LITIGATION AUTHORIZATION

Employer hereby acknowledges and agrees that Claim Administrator may, at its election, pursue claims of Employer and/or the Plan, which are related to claims that Claim Administrator pursues on its own behalf, subject to the following terms and conditions:

1. Claim Administrator shall have the right to select and retain legal counsel.
2. Any lawsuit filed or arbitration initiated by Claim Administrator will be done in the name of Claim Administrator for its own benefit, as well as on behalf of Employer and possibly other parties. Claim Administrator will not cause any litigation to be filed or arbitration to be initiated in the name of Employer and/or the Plan without Employer's express advance consent. With such permission, any such litigation can be filed or arbitration initiated in the name of Employer and/or the Plan with attorneys identified as counsel for Employer or in the name of two or more parties, including Employer and Claim Administrator, with attorneys identified as counsel for Employer, Claim Administrator and possibly other parties.
3. The Parties agree to cooperate with each other in pursuit of recovery efforts pursuant to the provisions of this Exhibit.
4. Claim Administrator shall control any recovery strategy and decisions, including decisions to mediate, arbitrate or litigate.
5. Claim Administrator shall have the exclusive right to approve any and all settlements of any claims being mediated, arbitrated, or litigated.
6. Claim Administrator shall have the right to assign claims belonging to Employer and/or the Plan to a third party for the purpose of allowing the third party to pursue the claims on Employer's behalf via mediation, arbitration, or litigation. If such an assignment is made, the rights and obligations of Claim Administrator in this Exhibit G shall become the rights and obligations of the third party for purposes of the assigned claims only.
7. Any and all recoveries, net of all investigative and other expenses relating to the recovery made through any means pursuant to the provisions of this Exhibit, including any costs of settlement, mediation, arbitration, litigation or trial including attorney's fees, will be prorated based upon each party's percentage interest in the recoverable compensatory monetary damages, which allocation shall be done by Claim Administrator on any reasonable basis it deems appropriate.
8. Any and all information, documents, communications, or correspondence provided to or obtained by attorneys from either party, as well as communications, correspondence, conclusions, and reports by or between attorneys and either party, shall be and are intended to remain privileged and confidential. Each party intends that the attorney–client and work product privileges shall apply to all information, documents, communications, correspondence, conclusions, and reports to the full extent allowed by state or federal law. Claim Administrator shall be permitted to make such disclosures of such privileged and confidential information to law enforcement authorities as it deems necessary or appropriate in its sole discretion. Employer shall not waive the attorney–client privilege or otherwise disclose privileged or confidential information received in connection with the provisions of this Exhibit or cooperative efforts pursuant to the provisions of this Exhibit without the express written consent of Claim Administrator.
9. The discharge of attorneys by one party shall not disqualify or otherwise ethically prohibit the attorneys from continuing to represent the other party pursuant to the provisions of this Exhibit.
10. Nothing in the provisions of this Exhibit shall require Claim Administrator to assert any claims on behalf of Employer and/or the Plan.
11. Nothing in the provisions of this Exhibit and nothing in attorneys' statements to either party and/or the Plan will be construed as a promise or guarantee about the outcome of any particular litigation, mediation, arbitration, or settlement negotiation; therefore, Employer acknowledges that the efforts of Claim Administrator may not result in recovery or in full recovery in any particular case.

12. The terms and conditions described herein shall survive the expiration or termination of the Agreement; however, nothing herein shall require Claim Administrator to assert any claims on Employer's and/or the Plan's behalf following the termination of the Agreement. If the Agreement is terminated after Claim Administrator has asserted a claim on behalf of Employer and/or the Plan but before any recovery, Claim Administrator may in its sole discretion continue to pursue the claim or discontinue the claim.

13. If Employer should desire to participate in a class or multi–district settlement rather than defer to Claim Administrator, Employer may revoke the grant of authority established herein for that specific matter by affirmatively opting into a class settlement and by notifying Claim Administrator of its decision in writing, immediately upon making such determination as provided for under Section 4.9 Notice and Satisfaction of the Agreement.

14. Employer further acknowledges and agrees that, unless it notifies Claim Administrator to the contrary in writing as provided for under Section 4.9 Notice and Satisfaction of the Agreement, it consents to the terms and conditions of this Exhibit and authorizes Claim Administrator, on behalf of Employer and/or the Plan, consistent with Section 2 above, to:

    a. Pursue, without advance notice to Employer, claims that Claim Administrator pursues on its own behalf in class action litigation, federal multi–district litigation, private lien resolution programs, or otherwise, including, but not limited to, antitrust, fraud, unfair and deceptive business, or trade practice claims pursuant to and in accordance with the provisions of this Exhibit effective immediately;

    b. Opt out of any class action settlement or keep Employer and/or the Plan in the class, if Claim Administrator reasonably determines that it should do so;

    c. Investigate and pursue recovery of monies unlawfully, illegally, or wrongfully obtained from the Plan.

15. Employer further acknowledges and agrees that Claim Administrator's decision to pursue recovery in connection with particular claims shall be in Claim Administrator's sole discretion and Claim Administrator does not enter into this undertaking as a fiduciary of the Plan or its Covered Persons, but only in connection with its undertaking to pursue recovery of claims of Employer and/or the Plan when, as, and if, Claim Administrator determines that such claims may be pursued in the common interest of the parties.

16. Employer is responsible for ensuring that the terms of its health benefit plan are consistent with the terms of this Exhibit.

17. The Parties agree in the event that the language in the Agreement shall be in conflict with this Exhibit, the provisions of this Exhibit shall prevail with respect to the subject matter hereof.

EXHIBIT H
PHARMACY BENEFIT MANAGEMENT SERVICES
(GUARANTEED TRADITIONAL AGGREGATE PRICING ARRANGEMENT)

1. **Pharmacy Management**: Claim Administrator has contracted with Prime Therapeutics LLC (Prime) and/or other pharmacy benefit manager(s), mail order pharmacies, specialty pharmacies or other pharmacies to furnish certain pharmacy benefit management and other prescription drug benefit programs, including Rebate management and fee schedule management, including but not limited to MAC List management. Other services Prime will provide may include certain account management, clinical management, Drug List management, and Utilization Management services as set forth in the agreement between Prime and Claim Administrator. Claim Administrator reserves the right to contract with other pharmacy benefit managers and pharmacies directly for such services or to authorize Prime to subcontract certain services pursuant to the terms of Claim Administrator's agreement with Prime. Please see the Agreement for additional information regarding Claim Administrator's use of Pharmacy Benefit Managers.

   Employer acknowledges that Claim Administrator currently owns a significant portion of the equity of Prime. Employer further understands and agrees that fees and compensation that Prime receives related to the pharmacy benefit management program and/or the provision of pharmaceutical products and services by pharmacies may be revised. Some of these fees and compensation may be charged each time a Claim is processed (or requested to be processed) through Prime and/or each time a prescription is filled, and include, but are not limited to, administrative fees charged by Prime to Claim Administrator, administrative fees charged by Prime to pharmacies or compensation otherwise received by Prime related to network administration, and administrative fees charged by Prime to Manufacturers. Currently, none of these fees are passed on to Employer as expenses or accrue to the benefit of Employer, unless otherwise specifically set forth in the Agreement or this Exhibit.

2. **Services**: Pharmacy Benefit Management services to be provided include Drug List management services, Rebate Management Services; management of the pharmacy networks for Members; Claims processing (electronic and paper); management of clinical management programs; reporting and account support services. Claim Administrator pays a fee to Prime for pharmacy benefit management services, which may be factored into the pricing set forth in the ASO BPA and the PBM Fee Schedule Addendum to the ASO BPA (the "BPA Addendum").

3. **Drug List Services**: Claim Administrator utilizes its own Drug List and Prime supports Claim Administrator in the development, maintenance and updating of such Drug List. Prime performs Drug List exception reviews in accordance with the agreement between Prime and Claim Administrator. Prime provides Drug List management services, in accordance with NCQA and URAC standards, to Claim Administrator in supporting Claim Administrator Pharmacy and Therapeutics ("P&T") and Business Committees. Employer acknowledges and agrees that Claim Administrator may, in a manner consistent with the Benefit Plan, promote the dispensing of pharmaceuticals in a manner consistent with the designated Drug List selected by Employer.

4. **Prime's Rebate and Manufacturer Administrative Fee Management:** In Claim Administrator's agreement with Prime, Prime has agreed to negotiate with Manufacturers directly or through a group purchasing organization to obtain Rebates for Covered Prescription Drug Products and Services as described in the Agreement.

   In addition, Prime has advised Claim Administrator that Prime receives Manufacturer Administrative Fees for bona fide administrative services provided to the Manufacturer. Claim Administrator may also negotiate with Manufacturers to obtain Rebates for Covered Prescription Drug Products and Services as described in the Agreement. Prime or Claim Administrator contracts with Manufacturers directly or indirectly, for Rebates and Manufacturer Administrative Fees on its own behalf (or Claim Administrator's behalf, as applicable) and for its own benefit (or Claim Administrator's benefit, as applicable), and not on behalf of Employer. Accordingly, Prime (or Claim Administrator, as applicable) retains all right, title and interest to any and all actual Rebates, payments, discounts, or other allowances and/or Manufacturer Administrative Fees received from manufacturers. Prime has advised Claim Administrator that Rebate arrangements are based on

formulary status, market share, or other similar arrangements with Manufacturers. Employer will be provided with applicable Rebate Credits as set forth in the Agreement, the BPA, the Section of this PBM Exhibit titled "Rebates" and in the PBM Fee Schedule Addendum to the BPA but otherwise shall have no right, title or interest in Rebates, payments, discounts, or other allowances received by Prime, Claim Administrator under its agreement with Prime, or Claim Administrator under its agreements with Manufacturers. Employer shall have no right, title, or interest in Manufacturer Administrative Fees. Prime may retain Manufacturers Administrative Fees or pass them along, in whole or in part, to Claim Administrator in accordance with Prime's agreement with Claim Administrator. As of the Effective Date, Prime has disclosed to Claim Administrator that the maximum that Prime will receive from any Manufacturer for Manufacturer Administrative Fees is five and one-half percent (5.5%) of the wholesale acquisition cost ("WAC") for all products of such Manufacturer dispensed during any given calendar year to members of Claim Administrator, as applicable; provided, however, Claim Administrator will advise Employer if such maximum has changed.

5. **Disclosures:** All other disclosures set forth in the Agreement will apply to pharmacy benefit management services.

6. **Pharmacy Network:**

   a. **Network Establishment and Maintenance**: In Prime's agreement with Claim Administrator, Prime has agreed it is responsible for providing and maintaining a network of Network Participants for use by Members to obtain Covered Prescription Drug Products and Services. Employer acknowledges that in negotiating the Agreement and this Exhibit, it has taken into consideration that Claim Administrator and/or Prime will keep all or a portion of the discounts and/or other allowances that Claim Administrator or its pharmacy benefits manager has negotiated with the Network Participant. Prime will implement the methodology described in the Allowable Charge when calculating the Copayment/Deductible, and Coinsurance amounts. Prime will reimburse Network Participants in accordance with the applicable Network Contract. Employer acknowledges actual network savings achieved may vary by Network Participant and plan size and/or other demographics. Prime requires its Network Participants to not switch Covered Prescription Drug Products to a higher cost product unless requested to by the Member and/or the Member's Physician.

   b. **Non-Payment to Excluded Providers**: Prime will use commercially reasonable efforts to not make payments to Providers that are not licensed as required by law or that have been debarred, suspended or otherwise excluded from a federal or state program.

   c. **Prime Maximum Allowable Cost ("MAC") Lists**: Prime owns and will maintain proprietary database listings of multi-source pharmaceutical drug products and supplies that also identifies a recommended maximum allowable cost for drugs or supplies within specified categories, commonly referred to as Prime's MAC Lists. Prime's MAC Lists applicable to this Exhibit will be available for viewing by authorized representatives of Employer after 30 days' prior written request submitted by Employer to Claim Administrator, and subject to Employer's execution of Prime's non-disclosure agreement(s). Such requests shall be made no more frequently than four (4) times per calendar year. Prime's MAC List will only be made available for viewing at Prime's corporate headquarters or another secured location designated by Prime.

   d. **Pharmacy Locator**: Prime will provide a means, either toll-free telephone line or electronic, to enable Members to identify Network Participants in a particular area.

   e. **Mail Service:** Prime will provide or cause to be provided a mail order prescription drug service through which Members may receive Covered Prescription Drug Products and Services through the mail ("Mail Service"). Upon termination of the Agreement between Claim Administrator and Employer, Prime agrees to provide or cause to be provided mail order open refill and prior authorization files for purposes of transition to any new vendor selected by Employer at Prime's standard rate.

   f. **Pharmacy Network Audit Services**: Prime will perform or cause to be performed pharmacy Claims audits to promote Network Participant contract integrity.

g. **Audits**: In addition to the audit rights available pursuant to Section 2.11 of the Agreement or as otherwise required by law, Employer may request that Claim Administrator inspect and/or audit Prime's records, pursuant to the terms and conditions of the agreement between Claim Administrator and Prime, as they relate to the Claims under the Agreement. Subject to the audit terms pursuant to Section 2.11 of the Agreement or as otherwise required by law, Employer may also audit Prime's records as they relate to the aforementioned Claims by coordinating such audit through Claim Administrator and executing an audit agreement with Prime as a party. Audits will be performed during normal business hours and are subject to providing Claim Administrator and Prime with reasonable advance written notice. Prime will make available records, as they relate to the Claims, unless Prime is legally or otherwise contractually prohibited from doing so. No material shall be copied or removed from Claim Administrator or Prime without prior written approval by Prime or Claim Administrator as applicable. Employer will bear its own cost and expenses for all such audits.

h. **Specialty Pharmacy**: Claim Administrator and Prime have contracted with Specialty Pharmacies and/or vendors to provide Members with access to in-network benefits for covered Specialty Drugs.

7. **Claims Processing**

a. **Adjudication of Prescription Drug Claims from Network Participants**: Prime will process Claims for Prescription Drugs Products and Services electronically submitted by Network Participants through the Claims Adjudication System, according to Benefit Plan benefit and eligibility information submitted by Claim Administrator to Prime and will pay eligible Claims and provide to the submitting entity electronic notification of declined or ineligible Claims. Prime will also process and pay Paper Claims received from a Member at the benefit level set forth in the Benefit Plan, and based on the Allowable Charge, in accordance with the terms of the Benefit Plan, provided that the Benefit Plan allows such reimbursement.

b. **Material Change to AWP**: If after the Effective Date: (i) changes to the formula, methodology or manner in which AWP is calculated or reported by Medi-Span take effect or (ii) Medi-Span ceases to publish AWP for the Covered Prescription Drug Services under this Exhibit, then the financial terms of this Exhibit shall be automatically adjusted at the time of such change to return the Parties to their respective economic positions as they existed under the Agreement immediately prior to such change. If the event described in item (ii) above occurs, the AWP pricing under this Exhibit shall immediately and automatically be converted to an alternative pricing benchmark determined by Prime. Claim Administrator shall inform Employer in writing, in advance if practicable, of any conversion to an alternative pricing benchmark for Covered Services and give Employer a reasonable opportunity to review such new benchmark. Thereafter, Employer will be deemed to have approved the designation, which will become part of this Agreement, unless Employer terminates this Exhibit in accordance with its terms. Failure to reach agreement on the new benchmark shall not be a breach of contract.

c. **Statement of Account**: Prime will furnish to Claim Administrator, at least weekly, a statement of account of the amount of payments that have become due for Claims processed by Prime.

d. **NDC File**: Prime will maintain a National Drug Code (NDC) File for prescription drugs and required elements for each NDC.

e. **Help Desk Service**: Prime will provide help desk service for pharmacist assistance in processing a pharmacy Claim.

f. **Benefit Plan Design**:

In the event Employer wishes to implement Benefit Plan design changes; for example, implementation of Coinsurance or increase of Copayment/Deductible, the pricing in the BPA Addendum may no longer be applicable. If such Benefit Plan design changes impact the existing pricing, a new BPA Addendum pricing must be negotiated. Revised pricing proposed by Claim Administrator shall be effective pursuant to Section 6.4 Amending and

Ex. C Section 3.3 of this Agreement, provided that if Parties cannot agree on the terms of the new BPA Addendum pricing, Employer shall be allowed to (a) proceed to dispute resolution, as set forth in the Agreement or (b) terminate this Exhibit with 90 days' prior written notice to the other Party. Failure to reach agreement on the new Addendum pricing shall not be a breach of contract.

8. **Term:** This PBM Exhibit will be in effect for the term of the Agreement, or the Term as stated in the BPA Addendum, whichever is shorter (the "Term").

9. **Termination**

This Exhibit may be terminated as follows:

a. By either Party at the end of the Guarantee Period, upon ninety (90) days' prior written notice to the other Party; or

b. By both Parties on any date mutually agreed to in writing; or

c. By termination of the entire Agreement by either Party at the end of any month after the end of the Fee Schedule Period indicated in the Fee Schedule specifications of the most current ASO BPA upon ninety (90) days' prior written notice to the other Party; or

d. By either Party, in the event of fraud, misrepresentation of a material fact or not complying with the terms of this Exhibit, upon written notice as provided in the "Notice and Satisfaction" section of the Agreement; or

e. By Claim Administrator pursuant to Ex. C Section 7.1, upon Employer's failure to pay all amounts due under the Agreement or this Exhibit including, but not limited to, all amounts pursuant to and in accordance with the specifications of the Fee Schedule of the most current ASO BPA and BPA Addendum.

If Employer terminates this Exhibit under sections 9(a), 9(b), or 9(c) above, or by Claim Administrator under sections 9(d) or 9(e), prior to the end of the Guarantee Period, then applicable network discount and/or minimum Rebate guarantees set forth in the BPA Addendum will not be effective for such Guarantee Period.

10. **Program Pricing Terms**

The pricing terms for Pharmacy Benefit Management services are as follows, subject to the Copayment/Deductible and Coinsurance in the applicable Benefit Plan:

a. Pharmacy Program Claims

i. Employer will reimburse Claim Administrator for Claims submitted under the pharmacy program based on the pricing set forth in the BPA Addendum.

ii. Payment by Employer is subject to applicable Copayment/Deductible and/or Coinsurance or other coverage features set forth in the Benefit Plan designated by Employer under the pharmacy program.

In each case, if applicable, Employer will pay Claim Administrator the price set forth in subsection (i) above, plus any Provider Taxes and any federal, state, or local sales, use or other tax or assessment related to any Prescription Drug Products and Services less the Member's cost share as established by Employer.

In no event will Employer be charged if the Member Copayment/Deductible or Coinsurance covers one hundred percent (100%) of the Covered Prescription Drug Products and Services. Member Deductible and Coinsurance will be calculated as described in the Agreement, and Member is also responsible for the applicable Copayment plus applicable taxes. Zero balance logic is not employed.

iii. **Direct Claims:** The Member reimbursement terms applicable to direct reimbursement of Paper Claims submitted by Members are determined by the benefit design.

b. Rebates for Drugs Covered under the Prescription Drug Program

In connection with Rebates earned for drugs covered under the prescription drug program, Rebate Credits are paid to Employer pursuant to the terms of the BPA Addendum and shall not continue after termination of the Prescription Drug Program or the PBM Exhibit.

Additional information about rebates and Rebate Credits are included in the Agreement and the ASO BPA.

c. **Specialty Drug Claims**

If covered under Employer Benefit Plan, notwithstanding anything to the contrary in Sections a and b above and elsewhere in the Agreement, Employer will reimburse Claim Administrator for Covered Prescription Drug Products and Services designated as Specialty Drugs under the Specialty Drug program, at the pricing set forth in the BPA Addendum, subject to the Copayment/Deductible and Coinsurance in the applicable Benefit Plan. Specialty Drugs may be provided by Prime, an affiliate of Prime, or other Specialty Pharmacy that has a written arrangement with Prime or Claim Administrator. Pricing for Specialty Drug Claims under the Specialty Drug program is not included in the retail and mail pharmacy pricing described in the BPA Addendum and the Specialty Drug pricing terms in the BPA Addendum will apply. Member Deductible and Coinsurance will be calculated as described in the Agreement, and Member is also responsible for the applicable Copayment plus applicable taxes.

d. **Copayments/Deductibles/Coinsurance**

The Brand Drug and Generic Drug Copayment/Deductible and Coinsurance will apply as indicated in the applicable Drug List and Benefit Plan for Employer.

11. DEFINITIONS

Certain terms are defined in the Administrative Services Agreement, but the following terms and phrases will have the meaning set forth below, for purposes of the services described in this Exhibit.

"Average Wholesale Price" or **"AWP"** means the average wholesale price of a prescription drug as set forth in the Prime price file at the time a Claim is processed. The price file will be updated no less frequently than weekly through the Pricing Source. The applicable AWP used for retail and mail will be based on the actual NDC-11 of the dispensed product. AWP discounts do not include savings from DUR or other clinical or medical management programs.

"Benefit Plan" means the benefit plan document that describes the Covered Prescription Drug Products and Services reimbursement for which an applicable Member of that Benefit Plan is entitled.

"Brand Drug" means, except as otherwise designated in the Additional Provisions of the BPA Addendum, a drug that may be protected by a patent and/or marketed under a trade name which the Pricing Source designates as a Brand Drug. The Pricing Source used on the effective date of this Exhibit, Medi-Span, typically designates Brand Drugs as M, N or O in their multi-source code indicator.

"Claim" or **"Claims"** means requests for payment submitted by Network Participants or Members for Prescription Drug Products and Services.

"Claim Administrator" has the meaning set forth in the Agreement.

"Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant to the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or Member pursuant to such Benefit Plan, the applicable Network Contract, and any other applicable factors, including any Copayment/Deductible or Coinsurance payable by a Member, as well as drug utilization review. Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.

"Compound Drug" means a prescription product composed of two or more medications mixed together, with at least one of the component medications being a Federal Legend Drug. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added.

"Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Products and Services, calculated as a percentage of the Allowable Charge (or its substitute) for such services, which is to be paid by Members pursuant to Member's Benefit Plan.

"Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Products and Services that is to be paid by Members pursuant to Member's Benefit Plan.

"Covered Prescription Drug Products and Services" means the pharmaceuticals and associated services available to Members and eligible for reimbursement pursuant to the Member's Benefit Plan, subject to any Copayment/Deductible or Coinsurance.

"Dispensing Fee" means the negotiated fee for Network Participants' professional service of filling a prescription and is added to the Ingredient Cost for the prescription.

"Drug Utilization Review" or **"DUR"** means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored, and acted upon consistent with the Member's Benefit Plan. DUR can be prospective, concurrent, or retrospective.

"Drug List" means a list of pharmaceutical products which is available to Network Participants, Members, physicians, or other health care providers for purposes of providing information about the coverage and tier status of individual pharmaceutical products.

"Extended Supply Network" or **"ESN"** means claims for Covered Prescription Drug Products and Services for which the quantity of medication is at least an Eighty-Four (84) days' quantity supply of medication, provided that the Member's Benefit Plan provides for an ESN benefit.

"Foreign Claim" means a Claim for a prescription product or service obtained outside the United States which prescription product or service has an equivalent FDA approved version available for dispensing inside the United States. Prescription products or services that do not have equivalent FDA approved versions are not eligible for reimbursement.

"Generic Drug" means, unless otherwise designated in the Additional Provisions of the BPA Addendum, a drug that is not protected by a patent nor marketed under a trade name which the Pricing Source designates as a Generic Drug. The Pricing Source used on the effective date of this Exhibit, Medi-Span, typically designates Generic Drugs as Y in their multi-source code indicator.

"Guarantee Period" means the period of time set forth in the BPA Addendum for which the AWP network discount and Dispensing Fees and/or Rebates are guaranteed.

"Ingredient Cost" means the negotiated rate (e.g., discount of AWP or MAC) for a prescription drug dispensed by a Network Participant and which, when combined with the applicable Dispensing Fee, constitutes the full amount payable for the given prescription drug and the professional service of dispensing such drug.

"Legend Drugs" means drugs, biologicals, or compounded prescriptions which are required by law to have a label stating "Caution — Federal Law Prohibits Dispensing Without a Prescription," and which are approved by the FDA for a particular use or purpose.

"Limited Distribution Drug" or **"LDD"** means a Specialty Drug whose dispensing is restricted by the pharmaceutical manufacturer to specified pharmacies as reflected on the limited distribution list provided by Prime or Claim Administrator.

"MAC List" means the list of unit prices established by Prime for multi-source Covered Drugs, with each such unit price specified by Generic Product Identifier ("GPI") and including the dates for which such price was in effect. The MAC List is maintained by Prime and updated from time to time in accordance with this Exhibit and the BPA Addendum.

"Mail Service" means the service through which Members may receive Covered Prescription Drug Products and Services through the mail from a pharmacy designated by Claim Administrator or PBM to dispense prescription drugs from one or more central locations.

"Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.

"Manufacturer Administration Fee" means all negotiated fees received by Prime from any given Manufacturer, directly or through a group purchasing organization, relating to administration of Rebates under a Manufacturer Agreement.

"Maximum Allowable Cost" or **"MAC"** means the unit price established by Prime for a specific multi-source drug present on the MAC List at the time of service.

"Member" or **"Members"** means an individual who is eligible to receive Covered Prescription Drug Products and Services as a beneficiary at the time of service under a Benefit Plan.

"Network Contract" has the meaning set forth in the definition of "Network Participant."

"Network Participant" means each individual pharmacy, chain or Pharmacy Services Administrative Organizations (PSAO) that has entered into an agreement(s) with Prime or Claim Administrator ("Network Contract") to provide Covered Prescription Drug Products and Services to Members, as may be amended. References to "Network Participant" may exclude Specialty Pharmacies and/or Mail Service pharmacies (separately defined in this Exhibit) as context dictates.

"Paper Claims" means Claims for prescription drug services that are submitted to Prime for Claim Adjudication through the use of a paper claim form, generally by a Member, subsequent to the point of sale.

"Pricing Source" means Medi-Span, or other such national drug database or alternate pricing benchmark as Prime and Claim Administrator may designate, which establishes and provides updates to Prime no less frequently than weekly or as otherwise required by law, regarding AWP or other alternative pricing benchmark for Covered Prescription Drug Products and Services.

"Provider Tax" means any tax on a Covered Prescription Drug Product and Service required to be collected or paid by a pharmacy provider for a Covered Prescription Drug Product and Service.

"Rebate(s)" means any discount or other remuneration of any kind received or recovered by Prime, directly or through a group purchasing organization, from any Manufacturer which is directly attributable to purchase or utilization of Covered Prescription Drug Products and Services by Members. Rebates do not include Manufacturer Administration Fees or fees retained by a group purchasing organization for its role in securing Rebates and/or Manufacturer Administrative Fees.

"Rebate Credit" has the meaning set forth elsewhere in this Agreement.

"Rebate Management Services" means the services which Prime is obligated to provide pursuant to Section 4.

"Specialty Drugs" means prescription drugs generally prescribed for use in limited patient populations or diseases. These drugs are typically injected but may also include drugs that are for serious or chronic conditions, oral medications and/or that have special handling or storage requirements, or are infused medications. In addition, patient support and/or education may be required for these drugs. The list of Specialty Drugs is determined by Prime or Claim Administrator, may be further defined in the BPA Addendum, and subject to change.

"Specialty Pharmacy(ies)" means a pharmacy designated by Claim Administrator or PBM to dispense Specialty Drugs to a Member through the mail or other similar delivery method from one or more central locations.

"Usual and Customary" or **"U&C"** means the price, including any Dispensing Fee, that a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.

"Utilization Management" means clinical management services designed to encourage proper utilization of prescription drugs in order to enhance (or not diminish) Member outcomes while managing drug benefit costs, directly and/or indirectly, for Benefit Plan and Members.

Such services include, but are not limited to, the following: drug list exception, prior authorization, step therapy, quantity limits and DUR.

"Zero Balance Due Claim" means any Claim where the Member cost share covers one hundred percent (100%) of the Allowable Charge for such Claim.

City of Santa Fe PSA with ASA Exhibit (For Execution 3.24.25) (002)

Final Audit Report 2025-03-26

Created:	2025-03-26
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtqcpopmURZPnAQdYgz44uzuWFdOczC9r

"City of Santa Fe PSA with ASA Exhibit (For Execution 3.24.25) (002)" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-03-26 - 10:19:21 PM GMT- IP address: 63.232.20.2

Document emailed to cwryan@santafenm.gov for signature
2025-03-26 - 10:19:45 PM GMT

Email viewed by cwryan@santafenm.gov
2025-03-26 - 10:20:13 PM GMT- IP address: 104.47.64.254

Signer cwryan@santafenm.gov entered name at signing as Christopher W. Ryan
2025-03-26 - 10:20:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Christopher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2025-03-26 - 10:20:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-26 - 10:20:41 PM GMT

Powered by Adobe Acrobat Sign

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2025

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 LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: Healthcare.AccountsCSS@marsh.com/FAX: 212-948-1307 CN101825276-ALL-GAXW-24-25	**CONTACT NAME:** Healthcare Team **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Healthcare.AccountsCSS@marsh.com
INSURED HEALTH CARE SERVICE CORPORATION A MUTUAL LEGAL RESERVE COMPANY AND ITS SUBSIDIARIES 300 EAST RANDOLPH CHICAGO, IL 60601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** N/A — N/A **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010916063-01 **REVISION NUMBER:** 5

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			MWZY 317249 24	11/01/2024	11/01/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
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
of Marsh USA LLC

Ali Lenti

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GABALDON, RACHEL D.

From:	DUTTON-LEYDA, TRAVIS K.
Sent:	Thursday, March 27, 2025 4:56 PM
To:	VALDEZ, ALVIN A.; DIAZ, JAMIE-RAE; LOVATO, JOANN D.; MIERA, KRISTY A.
Cc:	MARTINEZ, MARCOS D.; GABALDON, RACHEL D.
Subject:	RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Greetings,

Here is an updated determination as discussed with Marcos and Chris.

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -IT components (anything IT) - ereview@santafenm.gov

  -Vehicles – dmjaramillo@santafenm.gov

  -Grants - grants@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Sent: Thursday, March 27, 2025 2:34 PM
To: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Jaime,

Attached is the Certificate of Insurability, the final document needed from BCBSNM for the Memorandum Packet. Once Travis signs the ECR, I believe he can share it with you and if not, please let me know ASAP and I will send to you. This should complete the packet.

Alvin

From: VALDEZ, ALVIN A.
Sent: Thursday, March 27, 2025 1:57 PM
To: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Jamie,

Attached is the signed administrative contract.

Alvin

From: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>
Sent: Thursday, March 27, 2025 1:45 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>; VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

I believe Alvin is working on the evaluation committee report. I will be routing the procurement memo and contract for signatures.

Once I receive the contract from Alvin I will get the packet routed.

Alvin,
Please send me the contract once you receive it back from legal.

Thank you!

Jamie-Rae Diaz
City of Santa Fe | Human Resources
Administrative Manager
Office (505) 955-6604
Cell (505) 470-3791
Jldiaz@santafenm.gov

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Thursday, March 27, 2025 1:24 PM
To: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Hi Jaime Rae,

The memo looks good and I confirmed that we can keep the names of the evaluators in the memo.

Regarding the Evaluation Committee report... I thought that I had seen an email that it was currently being routed for signatures. Is this the case? Do you need our assistance in routing this document?

Thank you.

JoAnn D. Lovato Montaño
Procurement Manager
505-469-6045
City of Santa Fe

From: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>
Sent: Thursday, March 27, 2025 12:32 PM
To: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Purchasing Team,
Attached is the revised memo which include Bern's edits, please see attached and confirm all is ok prior to sending for signatures.

Alvin,
I will include you on all signatory once we get the ok from purchasing.

Jamie-Rae Diaz
City of Santa Fe | Human Resources
Administrative Manager

Office (505) 955-6604
Cell (505) 470-3791
Jldiaz@santafenm.gov

From: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Sent: Thursday, March 27, 2025 12:28 PM
To: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

She did, including myself. I would let her know that there were a couple more edits that needed to be made, that they were made, and this needs to be sent out for her signature again. Also, respectfully request, that she call or text Emily and Chirs, letting them know their signatures will be required and that it is of the highest priority. Please ensure I am the first signature

If you need me to jump in if we don't get signatures let me know.

Alvin

From: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>
Sent: Thursday, March 27, 2025 12:24 PM
To: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Alvin,
Did Bern want the signatures of the staff below included on this portion of the memo? I ask only because this can delay the signature process.

Via: Bernadette Salazar, Human Resources Director
Travis Dutton Leyda, Chief Procurement Officer
Emily Oster, Finance Director
Chris Ryan, Senior Assistant City Attorney

Jamie-Rae Diaz
City of Santa Fe | Human Resources
Administrative Manager
Office (505) 955-6604
Cell (505) 470-3791
Jldiaz@santafenm.gov

From: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Sent: Thursday, March 27, 2025 12:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you

Hello All,

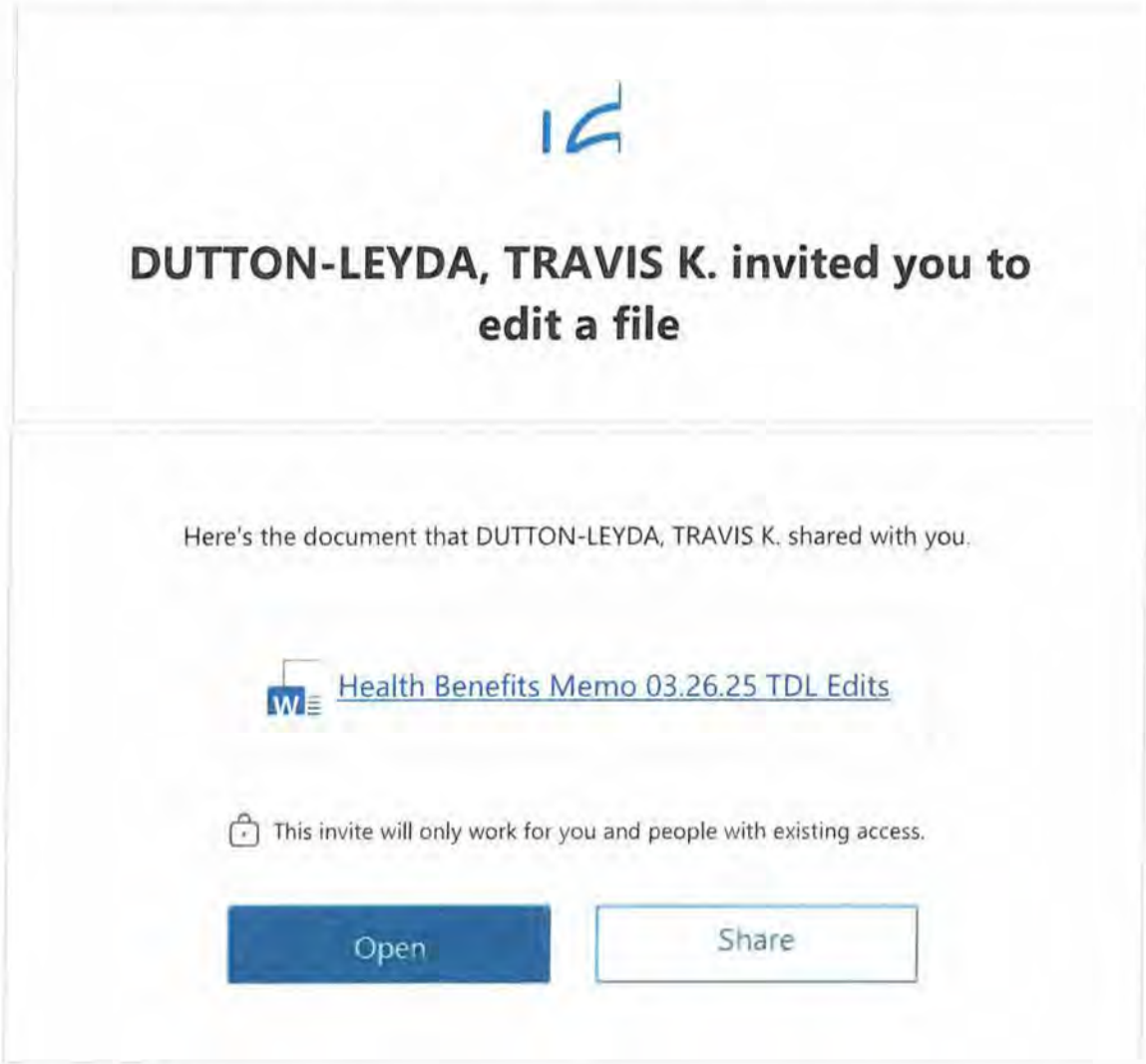
Attached is an update version of the Health Benefits Memo, as Bern requested additional information and had some edits.

Also attached are Documents that need to be included with the packet. We do have two (2) outstanding attachments, BCBSNM COI and the Evaluation Committee Report. We still need one or two signatures on the ECR

Please let me know if you have any questions.

Alvin

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, March 27, 2025 11:14 AM
To: DIAZ, JAMIE-RAE <jldiaz@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>; VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Subject: DUTTON-LEYDA, TRAVIS K. shared "Health Benefits Memo 03.26.25 TDL Edits" with you



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Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Health Benefits Packet

Final Audit Report 2025-03-27

Created:	2025-03-27
By:	Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIqFWFygYyw3TZM3YPIgkM4Kzs7aCZQUz

"Health Benefits Packet" History

Document created by Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
2025-03-27 - 9:07:17 PM GMT- IP address: 63.232.20.2

Document emailed to Alvin Valdez (aavaldez1@ci.santa-fe.nm.us) for signature
2025-03-27 - 9:09:00 PM GMT

Email viewed by Alvin Valdez (aavaldez1@ci.santa-fe.nm.us)
2025-03-27 - 9:09:38 PM GMT- IP address: 104.47.64.254

Document e-signed by Alvin Valdez (aavaldez1@ci.santa-fe.nm.us)
Signature Date: 2025-03-27 - 9:18:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Bernadette Salazar (bjsalazar@ci.santa-fe.nm.us) for signature
2025-03-27 - 9:18:11 PM GMT

Email viewed by Bernadette Salazar (bjsalazar@ci.santa-fe.nm.us)
2025-03-27 - 9:59:33 PM GMT- IP address: 174.240.22.66

Document e-signed by Bernadette Salazar (bjsalazar@ci.santa-fe.nm.us)
Signature Date: 2025-03-27 - 10:00:02 PM GMT - Time Source: server- IP address: 174.240.22.66

Agreement completed.
2025-03-27 - 10:00:02 PM GMT

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BCBS Packet 1

Final Audit Report 2025-03-28

Created:	2025-03-27
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgMQuvgETRhHD5YV_46MHu8lWZ6gaJHhM

"BCBS Packet 1" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-03-27 - 11:05:14 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-03-27 - 11:09:24 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-03-27 - 11:25:14 PM GMT- IP address: 104.47.65.254

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2025-03-27 - 11:26:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-03-27 - 11:26:16 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-03-28 - 0:04:30 AM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-03-28 - 0:05:29 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-03-28 - 0:05:36 AM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-03-28 - 0:11:05 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-03-28 - 0:22:09 AM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-03-28 - 0:22:09 AM GMT

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Renewal Meeting

FY 2026 Medical / Rx

Quality of Life Committee Meeting

City of Santa Fe

Presented: April 2, 2025



City of SF Health Benefits Administration Summary

- ***Self-Funded Health Plan Management:*** The City employs a third-party administrator to manage claims and perform key administrative duties for its self-funded health insurance plan.

- ***Contract Renewal Impending:*** The current administrator's contract concludes on June 30, 2025, prompting the issuance of an RFP for Fiscal Year 2026 onward.

- ***Benefits Advisory Committee Involvement:*** In alignment with Resolution No. 2005-02, the City appoints Benefits Advisory Committee members from AFSCME, Police, Fire, and Non-Union sectors for the proposal evaluation.

- ***Innovative Procurement with BVA:*** For the first time, the City adopted the Best Value Approach (BVA), a method focusing on metrics and data to select vendors offering exceptional service and value.

- ***Top Vendor Selection:*** Post-evaluation, Blue Cross Blue Shield of New Mexico (BCBSNM) emerged as the top vendor, recommended for the upcoming contract based on superior service and cost-effectiveness.

- ***BCBSNM's Expertise***: BCBSNM has demonstrated expertise in administering comprehensive health insurance benefits that are anticipated to enhance member experience and generate cost efficiencies.

City of SF Health Benefits Administration Summary

- ✓ ***Smart & Stable Plan Design That Saves You Money:***
  - o The plan design remains unchanged with a notable 3% cost reduction.
  - o 3% savings will be implemented via a Benefits Deduction “Holiday’ during a December pay period (no employee benefit deductions for medical, dental, or vision).
  - o Allows for greater savings than the 3% Premium deduction over 26 pay periods

- ✓ ***Broad City Employee Savings***: The City of SF currently employees 1,390 employees, of those employees, 1,146 employees carry Medical coverage, meaning that 83% of our employee base will see a Holiday savings.

- ✓ ***Minimal Provider Disruption:*** The provider network match rates are high—97.05% overall, with 97.79% for medical providers, 96.24% for ancillary services, and 95.22% for medical facilities.

- ✓ ***Most Valuable Guarantee***: 98.3% in-network utilization guarantee for medical claims.

- ✓ ***Enhanced Open Enrollment Support:*** Strategic initiatives, educational trainings through OE, including one-on-one sessions, live in-person assistance at multiple locations, and in-network care providers on site, in order to ease the transition for employees.

Medical Plan Rate History (FY2020 - Current)

Fiscal Year	Recommendations for Plan Sustainability	Actual Change to Rate or Plan
FY2025 (July 1, 2024-June 30, 2025)	6.8% increase to medical insurance rates	All rates except HRA EE Only rate increased 6.8% HRA EE Only rate was reduced from $82 to $75 to comply with ACA Affordability requirements
FY2024 (July 1, 2023-June 30, 2024)	0.5% increase to medical insurance rates	Fire Union Employees - 0.5% increase to medical insurance rates All employees except Fire Union-7% increase to medical insurance rates (0.5% for FY2024 and the remaining 6.5% from FY2023)
FY2023 (July 1, 2022-June 30, 2023)	18.5% increase to medical insurance rates	Fire Union Employees-18.5% increase to medical insurance rates All employees except Fire Union-12% increase to medical insurance rates (with a minimum of 6.5% increase for FY2024)
FY2022 (July 1, 2021-June 30, 2022)	11.1% increase to medical insurance rates	No increases to insurance rates for any employees and no plan design changes due to COVID.
FY2021 (July 1, 2020-June 30, 2021)	9.2% increase to medical insurance rates	No increases to insurance rates for any employees due to COVID. To offset the cost, there were minor plan design changes to include: copay increases for office/specialist visit, IP/OP hospital visit ambulance; decrease to copay for telehealth; copay and visit limit changes to Acu, Chiro, Napra, MT, PT, ST and OT
FY2020 (July 1, 2019-June 30, 2020)	11% increase to medical insurance rates	9.9% increase to medical insurance rates for all employees and 11.4% increase to dental insurance rates. No plan design changes.

AON

Current and Prior Year Experience – Medical and Rx Plans

City of Santa Fe

Claims by Month by Plan Year-All Plans Combined

A	B	C	D	E	F	G	H	I
			Funding		Expense			
Current Period 2024-2025	**Subscribers**	**Members**	**Plan Funding**	**Funding PMPM**	**Total Expense (Claims+Admin)**	**Expense PMPM**	**Gain / Loss**	**Loss Ratio**
July 2024	1,123	2,539	$1,803,358	$710.26	$1,638,095	$645.17	$165,263	90.8%
August	1,118	2,527	$1,802,756	$713.40	$2,078,097	$822.36	-$275,341	115.3%
September	1,117	2,525	$1,798,443	$712.25	$1,884,034	$746.15	-$85,591	104.8%
October	1,117	2,525	$1,789,445	$708.69	$2,030,406	$804.12	-$240,960	113.5%
November	1,118	2,527	$2,723,440	$1,077.74	$2,119,211	$838.63	$604,229	77.8%
December	1,122	2,537	$1,831,080	$721.75	$2,009,263	$791.98	-$178,183	109.7%
January 2025	1,110	2,509	$1,836,099	$731.81	$1,713,426	$682.91	$122,673	93.3%
Year-to-Date Totals	**7,825**	**17,689**	**$13,584,622**	**$767.97**	**$13,472,532**	**$761.63**	**$112,090**	**99.2%**
% Change vs 23-24	**-0.9%**	**0.1%**		**5.2%**		**5.4%**		**0.1%**

A	B	C	D	E	F	G	H	I
			Funding		Expense			
Prior Period 2023-2024	**Subscribers**	**Members**	**Plan Funding**	**Funding PMPM**	**Total Expense (Claims+Admin)**	**Expense PMPM**	**Gain / Loss**	**Loss Ratio**
July	1,138	2,549	$1,707,634	$669.92	$1,944,794	$762.96	-$237,159	113.9%
August	1,133	2,548	$1,699,529	$667.00	$1,652,113	$648.40	$47,415	97.2%
September	1,132	2,556	$1,700,247	$665.20	$1,575,314	$616.32	$124,933	92.7%
October	1,132	2,546	$1,730,267	$679.60	$2,145,497	$842.69	-$415,230	124.0%
November	1,133	2,546	$1,730,651	$679.75	$1,888,105	$741.60	-$157,454	109.1%
December	1,137	2,542	$2,557,671	$1,006.16	$2,077,085	$817.11	$480,586	81.2%
January 2024	1,125	2,520	$1,727,356	$685.46	$1,626,666	$645.50	$100,690	94.2%
February	1,127	2,523	$1,708,470	$677.16	$1,711,253	$678.26	-$2,784	100.2%
March	1,126	2,516	$1,688,854	$671.25	$1,858,045	$738.49	-$169,192	110.0%
April	1,117	2,482	$1,679,460	$676.66	$2,304,109	$928.33	-$624,650	137.2%
May	1,117	2,479	$2,498,993	$1,008.07	$1,736,550	$700.50	$762,443	69.5%
June	1,123	2,477	$1,671,684	$674.88	$1,367,923	$552.25	$303,761	81.8%
Year-to-Date Totals	**13,540**	**30,284**	**$22,100,815**	**$729.79**	**$21,887,454**	**$722.74**	**$213,361**	**99.0%**
% Change vs 22-23	**1.1%**	**-1.0%**	**1.6%**	**2.6%**	**13.9%**	**15.1%**		**12.2%**

FY2026 Total Cost Scenarios – Medical and Rx Plans

- Total Budget for current plan year (matching RFP enrollment of 1,134) is $23.3M. The City's portion of the budget is $17.84M; the remaining $5.46M comes from employee contributions.

- Based on prevailing healthcare cost increases, a Status Quo renewal for the Fiscal Year spanning July 1, 2025 – June 30, 2026 would be an approximate 5% increase. This increase of $1.16M would bring the total to $24.5M

- The City of Santa Fe received multiple responses to your Request For Proposal regarding Medical and Rx coverage for FY2026
- The most competitive of these reflected fixed costs (admin fees and Stop Loss insurance) of $2.65M and ESTIMATED net claims of $19.5M, for a total projected cost of $22.15M, or a 3.7% decrease.
  - This proposal and all scenarios reflect no plan design changes
  - All three existing plans would remain available, with no changes to deductibles, coinsurance percentages, or copay amounts for services

FY2026 Total Cost Scenarios – Medical and Rx Plans

- Aon performed underwriting projections for the FY2026 plans and our results lead us to accept that the bidder's claims cost projections are generally reasonable, but slightly on the aggressive side. As a result, we are presenting two potential scenarios below

- Aggressive Scenario – 3% decrease to budgets and rates
  - City costs: $17.30M, EE costs: $5.30M, Total Budget: $22.6M
  - Decrease of ($543K) City, ($166K) Employees, ($710K) Total

- Moderate Scenario
  - No change to City budgets or Employee Contribution bi-weekly rates
  - Consideration of Premium Holiday – eliminate one bi-weekly contribution during FY2026
  - City costs: $17.84M, EE costs: $5.25M (with Premium Holiday), Total Budget: $23.1M

FY2026 Renewal – Aggressive Scenario Contribution Impact – 3% Decrease

		Rate (City)	Rate (EE)	TOTAL
FY2025	**PREMIUM PLAN - AFSCME/POA/Non-Union**			
Tier	EMPLOYEE	$362.58	$111.38	$473.96
	EE & SPOUSE	$753.25	$231.38	$984.63
	EE & CHILD(REN)	$710.51	$218.23	$928.74
	EE & FAMILY	$866.62	$266.22	$1,132.84
FY2026	**PREMIUM PLAN - AFSCME/POA/Non-Union**			
Tier	EMPLOYEE	$351.53	$107.99	$459.52
	EE & SPOUSE	$730.29	$224.33	$954.62
	EE & CHILD(REN)	$688.86	$211.58	$900.43
	EE & FAMILY	$840.21	$258.11	$1,098.31

		Rate (City)	Rate (EE)	TOTAL
FY2025	**PREMIUM PLAN - FIRE UNION**			
Tier	EMPLOYEE	$400.37	$122.98	$523.35
	EE & SPOUSE	$831.72	$255.48	$1,087.20
	EE & CHILD(REN)	$784.50	$240.98	$1,025.48
	EE & FAMILY	$956.93	$293.93	$1,250.86
FY2026	**PREMIUM PLAN - FIRE UNION**			
Tier	EMPLOYEE	$388.17	$119.23	$507.40
	EE & SPOUSE	$806.37	$247.69	$1,054.07
	EE & CHILD(REN)	$760.59	$233.64	$994.23
	EE & FAMILY	$927.77	$284.97	$1,212.74

Bi-Weekly Difference if City Implements Rate Reduction

Difference	**PREMIUM PLAN - AFSCME/POA/Non-Union**			
Tier	EMPLOYEE	($11.05)	($3.39)	($14.44)
	EE & SPOUSE	($22.96)	($7.05)	($30.01)
	EE & CHILD(REN)	($21.65)	($6.65)	($28.31)
	EE & FAMILY	($26.41)	($8.11)	($34.53)

	PREMIUM PLAN - FIRE UNION			
	EMPLOYEE	($12.20)	($3.75)	($15.95)
	EE & SPOUSE	($25.35)	($7.79)	($33.13)
	EE & CHILD(REN)	($23.91)	($7.34)	($31.25)
	EE & FAMILY	($29.16)	($8.96)	($38.12)

As of December 2024, 91% of employees are enrolled in the Premium plan.
Similar impacts to Core and HRA plans

- City Contributions would decrease $543K to $17.3M
- Employee Contributions would decrease $166K to $5.3M
- Total Budget would decrease $710K to $22.6M

FY2026 Renewal – Contribution Impact Comparisons

Annual Difference Under Proposed Scenarios

PREMIUM PLAN - AFSCME/POA/Non-Union

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($86.58)	($111.38)	($24.80)
	EE & SPOUSE	($179.92)	($231.38)	($51.46)
	EE & CHILD(REN)	($169.52)	($218.23)	($48.71)
	EE & FAMILY	($206.96)	($266.22)	($59.26)

PREMIUM PLAN - FIRE UNION

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($95.68)	($122.98)	($27.30)
	EE & SPOUSE	($198.64)	($255.48)	($56.84)
	EE & CHILD(REN)	($187.20)	($240.98)	($53.78)
	EE & FAMILY	($228.54)	($293.93)	($65.39)

CORE PLAN - AFSCME/POA/Non-Union

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($82.68)	($106.39)	($23.71)
	EE & SPOUSE	($171.86)	($221.02)	($49.16)
	EE & CHILD(REN)	($157.82)	($203.09)	($45.27)
	EE & FAMILY	($197.60)	($254.30)	($56.70)

CORE PLAN - FIRE UNION

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($91.26)	($117.46)	($26.20)
	EE & SPOUSE	($189.54)	($244.04)	($54.50)
	EE & CHILD(REN)	($174.20)	($224.24)	($50.04)
	EE & FAMILY	($218.14)	($280.78)	($62.64)

HRA PLAN - AFSCME/POA/Non-Union

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($58.24)	($75.00)	($16.76)
	EE & SPOUSE	($147.16)	($189.29)	($42.13)
	EE & CHILD(REN)	($135.46)	($174.21)	($38.75)
	EE & FAMILY	($169.52)	($217.96)	($48.44)

HRA PLAN - FIRE UNION

Tier		3% Redux	Prem Holiday	Difference
	EMPLOYEE	($58.24)	($75.00)	($16.76)
	EE & SPOUSE	($162.50)	($209.01)	($46.51)
	EE & CHILD(REN)	($149.50)	($192.33)	($42.83)
	EE & FAMILY	($187.20)	($240.70)	($53.50)

- 3% Reduction: Employee Contributions would decrease $166K to $5.3M
- Premium Holiday: Employee Contributions would decrease $210K to $5.25M
- Under Premium Holiday, employees would contribute $16 to $65 less than under the 3% reduction
- Total Employee Savings is almost $50K greater via Premium Holiday

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2005-52

INTRODUCED BY:

A RESOLUTION

CREATING A GROUP INSURANCE BENEFITS ADVISORY COMMITTEE FOR CITY EMPLOYEES.

WHEREAS, the crisis in health care costs has forced the city of Santa Fe to move its retirees to the state retiree health insurance plan ; and

WHEREAS, this decision was made based on input received from an employee committee;

WHEREAS, future costs of health care for city employees continues to escalate: and

WHEREAS, group insurance benefits should be procured, monitored and evaluated by those impacted in order to inform the governing body and insure that all city group insurance plans are in the best interests of the city and its employees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

Section 1. NAME: A special committee, called the group insurance benefits advisory committee, is established.

Section 2. PURPOSE AND RESPONSIBILITIES.

A. The group insurance benefits advisory committee is formed for the purposes of advising the city manager and the governing body regarding group insurance benefits for city employees. The committee shall:

(1) Present to the governing body recommendations on group insurance issues within three months of the passage of this resolution;

(2) Review and advise the city manager on all group benefits coverages, whether insured or self-insured, included or to be included in the city group plans;

(3) Review and advise the city manager on all professional, technical or consulting contracts to be entered into in connection with city group plans; and

(4) Report annually by March 1 to the city manager and governing body on the effectiveness of the cost-containment measures required by this section.

B. The committee shall complete their responsibilities according to the following:

(1) The group insurance coverages considered may include, but are not limited to, life insurance, accidental death and dismemberment, hospital care and benefits, surgical care and treatment, medical care and treatment, dental care, eye care, obstetrical benefits, prescribed drugs, medicines and prosthetic devices, Medicare supplement, Medicare carveout, Medicare coordination and other benefits, supplies and services through the vehicles of indemnity coverages, health maintenance organizations, preferred provider organizations, and other coverages considered by the committee to be advisable;

(2) To the extent practicable, each basic plan of benefits recommended by the committee shall cover preexisting conditions; and

(3) Any group medical insurance plan recommended by the committee shall include effective cost-containment measures to control the growth of health care costs.

Section 3. DURATION: The committee is an on-going committee until such time as the governing body repeals or amends this resolution.

Section 4. MEMBERSHIP: The committee shall include one representative of each bargaining unit, one non-union employee and others designated by the city manager's office, including representatives from the human resources department and the finance department. Members of the committee shall serve terms of four years. If a member ceases to be a city employee, fails to attend three consecutive meetings of the committee or changes job classification inconsistent with the membership, that position shall be deemed vacant and filled accordingly.

Section 5. MEETINGS: The committee shall meet at least quarterly and provide opportunities for city employees to voice concerns and express opinions.

PASSED, APPROVED, and ADOPTED this 8th day of June, 2005.

LARRY A. DELGADO, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

BRUCE THOMPSON, CITY ATTORNEY

Jp/cmassign/misc com/group insurance benefits com res

CITY OF SANTA FE

Date: **January 29, 2025**

To: **Governing Body**

Via: JOHN BURNETT (Mar 10, 2025 15:41 MDT) For Regina Wheeler
Regina Wheeler, Public Works Department Director
Melissa A. McDonald, Parks and Open Space Division Director MMc

From: **Scott A. Overlie, Public Works Project Manager** SAO
sao

ACTION:
Request Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 24-I31386 in the Amount of $3,425,000 for Improvements at the Municipal Recreation Complex (MRC) with a Reversion Date of June 30, 2028. (Scott A. Overlie, Parks and Open Space PW Project Manager; saoverlie@santafenm.gov)

1. Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $3,425,000 into FY25 MRC Capital Projects CIP Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
This grant will help fund the planning, design, and construction of additional multipurpose sports fields at the MRC Soccer Valley Expansion Area. The expansion aims to address the growing demand for sports and recreational facilities for both youth and adult participants, alleviating current overcrowding and enhancing community engagement.

The project will include essential site improvements, the installation of artificial turf, lighting, and the construction of an enclosure to ensure year-round usability. The design phase will establish accurate construction costs and scheduling, allowing for strategic execution in phases based on the availability of funding.

Funding Source: DFA Grant 24-I31386
Fund Name/Number: MUNRECCMP / 530
Munis Org Name/Number: MRC CapPrj / 5300279
Munis Expenditure Object Name/Number: WIP Construction / 572970
Munis Revenue Object Name/Number: NM DFA / 490210
Project Ledger Number: MRC2553001

ATTACHMENTS:
Grant Agreement
Budget Amendment Resolution

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC CIP	12/11/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Soccer Valley	5300279	572970	MRC2553001-CONSTRUC	3,425,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 24-I3136 MRC Soccer Valley	5300279	490210	MRC2553001-CONSTRUC	(3,425,000)	
				$ -	$ -

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

Agreement with DFA to construction improvements at MRC Soccer Valley in the total amount of $3,425,000

(24-I3136 expires 06/30/2028)

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

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

Halona Crowe — 12/11/2024
Prepared By *{print name}* — Date

Melissa McDonald — Mar 10, 2025
Division Director — Date

JOHN BURNETT (Mar 10, 2025 15:41 MDT) — Mar 10, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Mar 11, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 494**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I3136 $3,425,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 494, Three Million Four Hundred Twenty-five Thousand ($3,425,000.00), from the General Fund 93100 to plan, design and construct multipurpose playing fields, including site improvements, artificial turf, lighting and an air dome field enclosure, at the municipal recreation sports complex in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Three Million Four Hundred Twenty-five Thousand $3,425,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Three Million Four Hundred Twenty-five Thousand $3,425,000.00 (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

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

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:
   i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
   ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
   iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
   iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
   v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

   i. The Grantee has the legal authority to receive and expend the Project's funds.
   ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
   iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
   iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
   v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
   vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 9, 2024 15:32 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

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

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

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

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

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 01/27/2025

Project Title: MRC Soccer Valley Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: MRC2553001
Grant ID: S2557
Approved By:
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 505-231-6194

Project Date Range: 01/01/2025 to 06/30/2028 ☑ Create Fixed Asset

---

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

Funding Source: NM DFA 24-I3136 % of Funding: ~50%

MUNIS ORG: 5300279 MUNIS OBJ: 490210 Awarded Amount: $3,425,000

Funding Source: FY 24 GRT Revenue in Excess of Budget % of Funding: ~50%

MUNIS ORG: 5300279 MUNIS OBJ: 572960/572970 Awarded Amount: $2,000,000

Expense String Phase:

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

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

Phase: Design MUNIS ORG: 5300279 MUNIS OBJ: 572960

Phase: Construction-Internal Fun MUNIS ORG: 5300279 MUNIS OBJ: 572970

Phase: Construction-DFA MUNIS ORG: 5300279 MUNIS OBJ: 572970

Contract number: Comments/Other:

GRANTS ONLY:

Grantor Name: DFA CAP 24-13136 MRC IMPROVEMENTS Awarded Amount: 3,425,000.00

AR Charge Code: 5300279.490210 ☐ Grant funds multiple projects (Complete a form for each project)

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

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

Signature: Scott Overlie
Scott Overlie (Mar 10, 2025 15:35 MDT)

Email: saoverlie@santafenm.gov

CITY OF SANTA FE

Date: **January 23, 2025**

To: **Governing Body**

Regina Wheeler
Regina Wheeler (Feb 21, 2025 09:15 MST)

Via: **Regina Wheeler, Public Works Department Director**
Melissa A. McDonald, Parks and Open Space Division Director MMc

From: **Scott A. Overlie, Parks and Open Space Project Manager** sao
sao

ACTION:
Request Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 23-H4259 in the Amount of $100,000 for Phase 2 Improvements at Southwest Activity Node Park (SWAN Park Phase II) with a Reversion Date of June 30, 2025. (Scott A. Overlie, Public Works Project Manager; saoverlie@santafenm.gov)

1. Request Approval of a Budget Amendment Resolution to Allocate the DFA Funding in the Amount of $100,000 into FY25 Parks and Trails CIP Revenue and WIP Design.

BACKGROUND AND SUMMARY:
This grant will be used to plan, design, construct, furnish and equip SWAN Park Phase II. The Phase II park elements have been determined through Early Neighborhood Notification and stakeholder meetings conducted by the City of Santa Fe Parks and Open Space Division and NV5, Inc., in 2022 and most recently January 2025. Design completion is expected in Spring 2026. Construction costs and scheduling will be determined once the design is complete. Construction is expected to be phased to correlate with available funding.

The Funding source is: DFA Grant 24-H4259
Fund Name/Number: Parks/Trails CIP / 355
Munis Org Name/Number: Parks/Trails CIP / 3559980
Munis Expenditure Object Name/Number: WIP Design / 572960
Munis Revenue Object Name/Number: NM DFA / 490210
Project Ledger Number: PRK2535501

ATTACHMENTS:
Grant Agreement
BAR

Emily K. Oster

Erika Lujan
Erika Lujan (Mar 17, 2025 11:11 MDT)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 203, Section 261, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

23-H4259 $100,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2025
Laws of 2023, Chapter 203, Section 261, One Hundred Thousand Dollars and Zero cents ($100,000.00), to The unexpended balance of the appropriation to the local government division in Subsection 407 of Section 34 of Chapter 277 of Laws 2019 to plan, design, repair and make improvements to the city-owned facility occupied by the Solace crisis treatment center in Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, furnish and equip phase 2 improvements at Southwest Activity Node park in Santa Fe in Santa Fe county. The time of expenditure is extended through fiscal year 2025.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and Zero cents $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[15], if applicable, Zero Dollars and Zero Cents ($0.00), which equals One Hundred Thousand Dollars and Zero cents ($100,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[16] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

[15] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[16] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

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

Grantee: City of Santa Fe
Name: David Chapman
Title: Grant Administrator
Address: 500 Market ST Santa Fe NM 87501
Email: dachaoman@ci.santa-fe.nm.us
Telephone: 505-955-6824

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

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

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025,** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by

the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
(ii) Twenty (20) days from date of Early Termination; or
(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:
(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse

the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate

bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have agreed to this Capital Appropriations Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 14, 2025 14:23 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks/Trails CIP	12/11/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Swan Park Ph II	3559980	572970	PRK2535501-Construct-CONSTRUCT	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 23-H4259 Swan Park Ph II	3559980	490210	PRK2535501-Construct-CONSTRUCT	(100,000)	
				$ -	$ -

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

Agreement with DFA to construct Ph II at SWAN Park in the total amount of $100,000. (23-H4259 Term: 06/30/2025)

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

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

Halona Crowe	12/11/2024	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Andy Hopkins	Feb 21, 2025
Prepared By *{print name}*	Date		Budget Officer	Date
Melissa McDonald	Feb 21, 2025	**CITY COUNCIL APPROVAL**		
Division Director	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}*	Date
Regina Wheeler (Feb 21, 2025 09:15 MST)	Feb 21, 2025	*Agenda Item #:*		
Department Director Signature	Date		City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/11/2024

Project Title: SWAN Park Phase III Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PRK2535501 - request to add 3rd Phase

Grant ID: S2550

Approved By: Erika Lujan (Dec 12, 2024 11:37 MST)

Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 505-231-6194

Project Date Range: 12/10/2024 to 06/30/2025 ☑ Create Fixed Asset

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

Funding Source: NM DFA 23-H4259 % of Funding: 100%

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: 3RD DFA CAP TIED TO SWAN PARK PL

GRANTS ONLY:

Grantor Name: 23-H4259 DFA CAP SWAN PARK Awarded Amount: 100,000.00

AR Charge Code: 3559980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

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

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

Signature: Scott Overlie
Scott Overlie (Feb 21, 2025 08:50 MST)

Email: saoverlie@santafenm.gov

CITY OF SANTA FE

Date: February 24, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Feb 24, 2025 13:36 MST)

Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez (Feb 24, 2025 10:46 MST)

From: Joshua Chandler, Contract Administrator

ACTION:
Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $146,402. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $172,240 with $146,402 from the FTA Grant and $25,838 in Required Matching Funds From the Transit Fund Balance to FY25 Transit Grant Revenue and Vehicles > 1.5.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Transit Division has been awarded $146,402 in Section 5339 Urbanized Area Capital Funding from the Federal Transit Administration (FTA), distributed through the New Mexico Department of Transportation. This funding is allocated based on a formula that considers population, population density, and service levels within the Urbanized Area. The award for Federal Fiscal Year 2017 will help fund the replacement of an aging cutaway bus that has exceeded its useful life. The total cost of the new vehicle is $191,511, with the FTA funding providing partial reimbursement for this purchase.

FUNDING SOURCE: US DOT FTA Section 5339 FY 2017 Apportionment Expiring 06/30/2026 and Transit Fund Balance
Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Capital Projects / 5400499
Munis Revenue Object Name/Number: US Dept of Transportation / 490550
Munis Expense Object Name/Number: Vehicles > 1.5 / 571000

ATTACHMENTS:
Grant Agreement NM-2020-025-00
Project Ledger Request Form
BAR

Grants Manager

Erika Lujan
Erika Lujan (Feb 28, 2025 09:45 MST)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

UEI:

DUNS: 069420818

Award Information

Federal Award Identification Number: NM-2020-025-00

Award Name: Santa Fe Trails Section 5339 Lapsing FY17 Replacment vans

Award Start Date: 8/25/2020

Original Award End Date: 3/30/2022

Current Award End Date: 6/30/2026

Award Executive Summary: Budget Revision #2
Request to modify the Period of Performance End Date to 6/30/2026. The POP end date has changed from 03/30/2022 to 6/30/2026. Period of Performance End date expired 03/30/2022. Requesting POP be extended so that the City can move forward with the project, encumber funding and request eligible reimbursements within the POP dates.
Due to COVID-19 and staff vacancies Santa Fe Trails was unable to move the projects forward and this request was not submitted prior to the expiration of the POP end date.

Budget Revision #1
Change ALI to reflect the procurement of 1 cutaway bus instead of 2 vans for the Santa Fe Pickup service.

This grant application represents the FY2017 apportionment of small urban Section 5339 in the amount of $146,402 to the City of Santa Fe. The Governor's Apportionment split letter from NMDOT is attached in Application Details. These funds will be used to purchase two Santa Fe Pick-up replacement 15 passenger vans. The local match funds will be provided by the City of Santa Fe through its 1/4 cent gross receipts tax dedicated to transit. The replacement vehicles will have a useful life of 4 years/100,000 miles.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: $172,240.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $0.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $146,402.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $25,838.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$146,402
Local			$25,838
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$172,240**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 8/25/2020
DOL Certification Date: N/A

Special Conditions

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	8/25/2020
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 25, 2020, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 8/25/2020

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,

(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 23, 2025 10:46 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/18/2024

Project Title: Transit Cutaway Bus NM 2020-025-00 FY 2017

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: TAD2554001
Grant ID: F2520
Approved By: Erika Lujan (Dec 31, 2024 10:12 MST)
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Gabrielle Chavez Ext: 2055

Project Date Range: 12/18/2024 to 06/30/2026 ☑ Create Fixed Asset

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

Funding Source: US DOT FTA Section 5339 FY 2017 % of Funding: 85%

MUNIS ORG: 5400499 MUNIS OBJ: 490550 Awarded Amount: $146,402

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Vehicles > 1.5 MUNIS ORG: 5400499 MUNIS OBJ: 571000

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other:

GRANTS ONLY:

Grantor Name: USDOT FTA 2020-025-00 FY17 SF TRAILS SEC 5339 Awarded Amount: 146402.00

AR Charge Code: 5400499.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.526

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Transit / Transit CIP	2/19/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5 - Bus	5400499	571000	TAD2554001	172,240	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US DOT/FTA - NM 2020-025-00 Bus	5400499	490550	TAD2554001	(146,402)	
				$ 25,838	$ -

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

US DOT FTA Grant award for $146,402 for partial funding of one Bus and required $25,838 local match from the Transit Fund Balance. (Term 06/30/2026)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	(25,838)
TOTAL:	**(25,838)**

Halona Crowe 2/19/2025
Prepared By *{print name}* Date

Gabrielle Chavez (Feb 24, 2025 10:46 MST)

Division Director Date

RW (Feb 24, 2025 13:36 MST)

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

Memo

Date: February 24, 2025

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

Via: **Regina Wheeler, Public Works Director** Regina Wheeler
Regina Wheeler (Feb 24, 2025 14:37 MST)

Gabrielle Chavez, Transit Director of Administration
Gabrielle Chavez (Feb 24, 2025 14:35 MST)

From: Joshua Chandler, Contract Administrator

ACTION:

Request for Approval of a Grant Agreement with the Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $166,924. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $205,337 with $166,924 from the FTA Grant and $38,413 Matching Funds From the Transit Fund Balance to FY25 Transit Grant Revenue, WIP Design, and Vehicles > 1.5.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Transit Division was awarded $166,924 in Section 5339 Urbanized Area Capital Funding from the Federal Transit Administration (FTA), distributed through the New Mexico Department of Transportation. This funding allocation is determined by a formula that considers the Urbanized Area's population, population density, and service levels. The funds were designated for two purposes: partial reimbursement for the purchase of a cutaway bus and partial reimbursement for engineering consultant services to evaluate bus stop compliance.

FUNDING SOURCE: US DOT FTA Section 5339 FY 2021 Award Expiring 03/31/2026 and Transit Fund Balance

Fund Name/Number: Transit/540

Munis Org Name/Number: Transit Capital Projects / 5400499

Munis Object Name/Number: Vehicles > 1.5 / 571000; WIP Construction/572970
Munis Revenue Object Name/Number: US Dept of Transportation / 490550
Project ID: PWD2554038

ATTACHMENTS:
Grant Agreement NM-2024-042-00
Project Ledger Request Form
BAR

Grants Manager Quick Note: Noticed Bar is over by a dollar $1.00.

Erika Lujan
Erika Lujan (Feb 28, 2025 09:40 MST)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-31)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(31), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF SANTA FE

Recipient ID: 2066

UEI: QLN2YKMMJ8X6

DUNS: 069420818

Award Information

Federal Award Identification Number: NM-2024-042-00

Award Name: LAPSING-Santa Fe Trails Section 5339 FY21 Replacement Bus and Bus Stop Improvements

Award Start Date: 9/18/2024

Original Award End Date: 3/31/2026

Current Award End Date: 3/31/2026

Award Executive Summary: This grant application represents the FY2021 apportionment of Small Urban Section 5339 in the amount of $166,924 to the City of Santa Fe. The Governor's Apportionment split letter from NMDOT is attached in Application Details. This award will fund two projects.

Project 1:
A portion of these funds will be used to share the purchase cost of one Santa Fe Pick-up replacement 14 passenger cutaway bus. The total cost of the bus will be $225,342, of which $146,402 of the cost will be reimbursed with grant NM-2020-025. The remaining shared cost of $45,139 is requested for this grant application. The local match funds will be provided by the City of Santa Fe through its 1/4 cent gross receipts tax dedicated to transit. The replacement vehicle will have a useful life of 8 years/240,000 miles and will replace Unit 801, VIN 1N9MNA8G28C084195, a 2008 Eldorado Easy Rider II that has met it's useful life of 14 years.

Project 2:
The remainder of the apportioned amount of this grant funding application in the amount of $121,786 representing 80% federal share. The local match is 20% or $30,447. SFTs share (local match) will be provided by the City of Santa Fe, through its -cent gross receipt tax dedicated to transit. The total project is $152,233.

The purpose of this project award will be to bring existing bus stops/shelters into ADA compliance. This will be accomplished by repairing or replacing any deficiency in the access (sidewalk) to the bus stop/shelter, the shelter's structure or its signage. Deficiencies and prioritization of our 433 bus stops has been documented, indexed and analyzed in the 2016 Santa Fe Metropolitan Bus Stop and Sidewalk Connectivity Assessment final report and will be used extensively in the execution of this project. The report is uploaded.

The activities to be performed will be the repairing or replacing: shelter panels, shelter roofs, signage, sidewalks and amenities for 9 of 20 bus shelters. List of 20 bus shelters is uploaded. Shelter foundations may require repaving or concrete work. In a few

instances a slight extension will be added to accommodate a wheelchair. All proposed activities will occur within the existing easement/right of way. The bus stops to be replaced are metal on contract slabs. We estimate that the unit cost of the replacement shelters at $17,236.21. The useful life of the replacement shelter is 20 years. We anticipate that this award will fund improvements to 9 shelters.

The expected outcomes will be to provide greater safety, access and comfort to all transit users. This will result in an increase of ridership and is expected to lessen the demand for our paratransit services. The renovated bus shelters will improve the esthetics of the area by providing a pleasing and fresh look to the area. In additional the improved lighting will decrease the opportunities for vandalism to our shelters and the surrounding area.

The intended beneficiaries are pedestrians, bicyclists and transit users within the SFT service area. All improvements will be located within the mile catchment area of bus stations/stops, making them eligible for FTA Capital Funding and will be done within the existing footprint of the shelter area.

Activities to be performed:
Procure a replacement cutaway CNG bus for the Santa Fe Pick-up Shuttle and make bus stop/shelter improvements.

Expected outcomes:
Provide safe and efficient service to the Santa Fe Pick-up shuttle as Santa Fe Trails continues to reimplement service, previously modified due to the Covid-19 pandemic and improve bus station/stops around the city.

Intended beneficiaries:
Visitors and residents of the City of Santa Fe.

Subrecipient Activities: None.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $205,337.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $166,924.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $38,413.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $166,924.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $38,413.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$166,924
Local			$38,413
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$205,337**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/18/2024
DOL Certification Date: 9/13/2024

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 9/18/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 23, 2025 10:46 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/07/2024

Project Title: SECT 5339 FY 21 BUS/BUS STOP IMPROVEMENTS

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2554038
Grant ID: F2517
Approved By:
Entered By: PL/CT (Finance Use Only)

Department: PUBLIC WORKS Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 09/18/2024 to 03/31/2026 ☑ Create Fixed Asset

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

Funding Source: FTA Sect 5339 (NM-2024-042-00) % of Funding: 20% Bus

MUNIS ORG: 5400499 MUNIS OBJ: 490550 Awarded Amount: $45,139

Funding Source: FTA Sect 5339 (NM-2024-042-00) % of Funding: 80% Bus Shelters

MUNIS ORG: 5400499 MUNIS OBJ: 490550 Awarded Amount: $121,786

Expense String Phase:

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

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

Phase: Vehicles > 1.5 MUNIS ORG: 5400499 MUNIS OBJ: 571000

Phase: Construction MUNIS ORG: 5400499 MUNIS OBJ: 572970

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other:

GRANTS ONLY:

Grantor Name: USDOT-FTA G31-NM-2024-042-00 Awarded Amount: 166924.00

AR Charge Code: 5400499.490550 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.526

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Transit / Transit CIP	2/19/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5 - Bus	5400499	571000	PWD2554038-EQUIP-VEHI	53,105	
WIP Construction - Bus Shelters	5400499	572970	PWD2554038-CONSTRUC	152,233	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US DOT/FTA - NM -2024-042-00 Bus	5400499	490550	PWD2554038	(45,139)	
US DOT/FTA - NM -2024-042-00 Bus Shelters	5400499	490550	PWD2554038	(121,786)	
				$ 38,413 -	$ -

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

FY 25 Budget Increase for FTA Grant award for $45,139 for partial funding of one Bus and a required $7,966 local match from the Transit fund balance (Term 03/31/2026)

FY 25 Budget Increase for FTA Grant award for $121,786 for city wide bus shelter improvements and a required $30,447 local match from the Transit fund balance (Term 03/31/2026)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	(38,413)
TOTAL:	(38,413)

Halona Crowe — 2/19/2025
Prepared By *{print name}* — Date

Gabrielle Chavez (Feb 24, 2025 14:35 MST)

Division Director — Date

Regina Wheeler
Regina Wheeler (Feb 24, 2025 14:37 MST)

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB Grant Agreement NM 2024-042-00 Sect 5339 Packet

Final Audit Report 2025-03-02

Created:	2025-02-28
By:	Erika Lujan (evlujan@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbGuNzc3XpruY-pcTYSewRvUJATTLeHoq

"GB Grant Agreement NM 2024-042-00 Sect 5339 Packet" History

Document created by Erika Lujan (evlujan@santafenm.gov)
2025-02-28 - 4:29:42 PM GMT- IP address: 63.232.20.2

Document emailed to Erika Lujan (evlujan@santafenm.gov) for signature
2025-02-28 - 4:38:38 PM GMT

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-02-28 - 4:40:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-02-28 - 4:40:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-03-02 - 5:16:39 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-03-02 - 5:18:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-02 - 5:18:30 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **March 12, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Director** JH

VIA: **Kelly Bynon, Administrative Manager**

ITEM AND ISSUE:

Request For Approval of Amendment No. 2 to Item 24-0350 with the New Mexico Department of Transportation Aviation Division grant # SAF-24-01 for the Purpose of Increasing State Funding to $6,869,180 and to Extend the Expiration Date to 06/30/2026.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $269,180 to Increase WIP Construction Fund Using NMDOT Funding for Airport Infrastructure and Airport Terminal Project.

(James Harris, Airport Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe Governing Body accepted New Mexico State Grant SAF 24-01 in the amount of $4,000,000 during the August 30th, 2023 meeting. The purpose of this grant was to continue funding the Terminal Expansion project at the airport.

The NMDOTAD issued an amendment to this grant to increase the awarded amount from $4,000,000 to $6,600,000. This was accepted by the Governing Body on May 29, 2024.

The NMDOTAD has issued an second amendment to Grant SAF-24-01 to increase the awarded amount from $6,600,000 to $6,869,180 to fund Infrastructure projects related to the Airport and to extend the expiration date to 06/30/2026.

ACTION:

Approval to accept Amendment No. 2 to item 24-0350 with the NMDOT Aviation Grant SAF-24-01 of Increasing State Funding to $6,869,180 and to Extend the Expiration Date to 06/30/2026.

1. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $269,180 to Increase WIP Construction Fund Using NMDOT Funding for Airport Infrastructure and Airport Terminal Project.

COMMITTEE REVIEW:

Public Works & Utilities: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

Grants Manager

Erika Lujan

Erika Lujan (Mar 19, 2025 11:56 MDT)

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	3/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2454506	269,180	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5450407	490150	AIR2454506	(269,180)	
				$ -	$ -

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

Amendmenet to NMDOT Grant # SAF-24-01 to increase total awarded amount from $6,600,000 to $6,869,180 AND

to extend the date of expiration to 06/30/2026.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Kelly Bynon — 3/12/2025
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 #:

Andy Hopkins — Mar 13, 2025
Budget Officer — Date

Division Director Signature *{optional}* — Date

James Harris (Mar 12, 2025 18:32 MDT) — Mar 12, 2025
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **May 7th, 2024**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Manager** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request For Approval of Amendment #1 to the New Mexico Department of Transportation Aviation Division grant # SAF-24-01 for the Purpose of Increasing State Funding to $6,600,000.

1. Request f or Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,600,000 to Increase WIP Construction Fund using NMDOTAD Funding f or the Continuation of the Terminal Expansion Project.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe Governing Body accepted New Mexico State Grant SAF 24-01 in the amount of $4,000,000 during the August 30th, 2023 meeting. The purpose of this grant was to continue funding the Terminal Expansion project at the airport.

The NMDOTAD has issued an amendment to Grant SAF-24-01 to increase the awarded amount from $4,000,000 to $6,600,000 to continue to fund the Terminal Expansion project due to necessary change orders with the contractor of the project.

ACTION:

Approval to accept Amendment #1 to the NMDOT Aviation Grant SAF-24-01 for the Purpose of Increasing State Funding to $6,600,000 and Approval of a BAR in the Amount of $2,600,000.

COMMITTEE REVIEW:

Public Works & Utilities: 05/20/2024
Finance Committee: 05/28/2024
Governing Body: 05/29/2024

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	5/7/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2454506	2,600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5450407	490150	AIR2454506	(2,600,000)	
				$ -	$ -

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

Amendmenet to NMDOT Grant # SAF-24-01 to increase total awarded amount from $4,000,000 to $6,600,000.

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

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

Kelly Bynon — 5/7/2024
Prepared By *{print name}* — Date

Jasmin Harris — May 7, 2024
Division Director Signature *{optional}* — Date

Layla Archuletta Maestas — May 10, 2024
Layla Archuletta Maestas (May 10, 2024 10:43 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 #:

Andy Hopkins — May 10, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Project No.	SAF-24-01-01
Contract No.	AVA1550
Vendor No.	0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the City of Santa Fe , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

   $6,600,000

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is $6,600,000

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: _____

Date: _____

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: _____

Date: _____

SPONSOR

By: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Assistant General Counsel

Date: _____

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

CITY OF SANTA FE:

Alan Webber (Jun 4, 2024 12:02 MDT)

ALAN WEBBER, MAYOR

Jun 4, 2024

DATE

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 28, 2024 10:54 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: n/a Procurement # (RFP/ITB# If any): _____

Contractor: The City of Santa Fe is the Contractor with the NM Department of Transportation - this is a Grant Agreement

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☑ SWPA/Existing ☐

Description/Title: Amendment to grantSAF-24-01 Santa Fe Municipal Airport - Aviation Grant Agreement from NM DOT for terminal expansion and infrastructure

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ⊘

Term Start Date: upon execution Term End Date: 2 years from effective date Total Contract Amount: $6,600,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: n/a

1.b Amendment #: Saf-24-01-01 to the Original Contract/Lease # Saf-24-01

Increase/(Decrease) Amount $: Increase of $2,600,000

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: Grant SAF-24-01 amendment for terminal expansion project

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is not a procurement, it is a grant contract agreement for funds being provided by NM Department of Transportation for terminal expansion and infrastructure. The original grant was accepted by GB on August 30, 2023 for the amount of $4,000,000. This amendment is to increase the grant amount from $4,000,000 to $6,600,000 for the purpose of completing the terminal project,

3. Procurement History: n/a

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: This is a grant agreement for funding coming into the City of Santa Fe.

4. Funding Source: New Mexico Department of Transportation - NM Section 64-1-13 **Org / Object:** 5450407/490150 (revenue)

_____ _____

Budget Officer Approval: Andy Hopkins Date:

Comment & Exceptions: _____

5. Grant History (if applicable): SAF-24-01 Santa Fe Municipal Airport - Aviation Grant Agreement from NM DOT for Air Service Terminal Expansion & Infrastructure Improvements.

Grants Administrator Approval: M.Bonifer M.Bonifer (May 17, 2024 09:10 MDT) **Date** _____

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk:

Clerk # _____ Email: _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed) Title Date

SANTA FE REGIONAL AIRPORT EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	$4,000,000		$ 4,000,000	
2	AMENDMENT 1	$2,600,000		$ 2,600,000	
		$ -			
		$ -			
		$ -	

City of Santa Fe, New Mexico
Memorandum

DATE: **March 14, 2024**

TO: **Jane Lucero, NMDOT Aviation Division**

CC: **John Blair, City Manager**
Layla Archuletta-Maestas, Deputy City Manager

FROM: **James Harris, Airport Manager**

The Santa Fe Regional Airport respectfully request New Mexico Department of Transportation Aviation Division Amed grant SAF-24-01 Air Services Terminal Expansion and Infrastructure Improvements for an additional $2,599,958.21. We are short $1,007,851.64 on funds for change order #2 due to TSA and FAA deficiency, we needed to immediately correct to avoid penalty.

After meeting with the Governor, she requested we add some additional work, which include a cover from baggage claim to the terminal and additional parking to accommodate customers. It was also discovered in our plans we are lacking a TSA secure exit security shoot and additional parking required to meet capacity specs. The additional funds will allow us to complete Change Order #3 at $1,592,106.57, including all additional requirements to have the terminal in compliance for ongoing services. I have attached the quotes for the additional work needed.

Respectfully submitted,

James Harris

James Harris
Airport Manager
Santa Fe Regional Airport
505-479-7208
jcharris@santafenm.gov

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

A-1330
Updated:01/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Jun 28, 2023

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

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Participation STATE ONLY

Funding Breakdown 100% State

Contract No. AVA1550

Project No. SAF-24-01

Vendor No. 0000054360

Expiration Date 9/11/2025

Purchase Order No: 0000386195

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

Air Service Terminal Expansion and Infrastructure Improvements

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
$	4,000,000	$		$		$	4,000,000

2. The Sponsor Shall:
a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

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7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

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Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JAMES HARRIS			
Title	AIRPORT MANAGER			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone	+1 (337) 263-4798	Fax		
E-Mail	jcharris@santafenm.gov			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna 5910E8A6255842F... Date: 9/11/2023
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:
By: Pedro Rael C6675C3211D31C0... Date: 9/11/2023
Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By: John Newell Assistant General Counsel C750CEC1625D488... Date: 9/11/2023
Assistant General Counsel

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

SPONSOR

Print Name: Alan Webber

By: _____ Date: _____

Title: Mayor

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Sep 1, 2023

DATE

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

GB MTG 08/30/2023

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 21, 2023 16:00 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Sep 1, 2023 10:10 MDT)

EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

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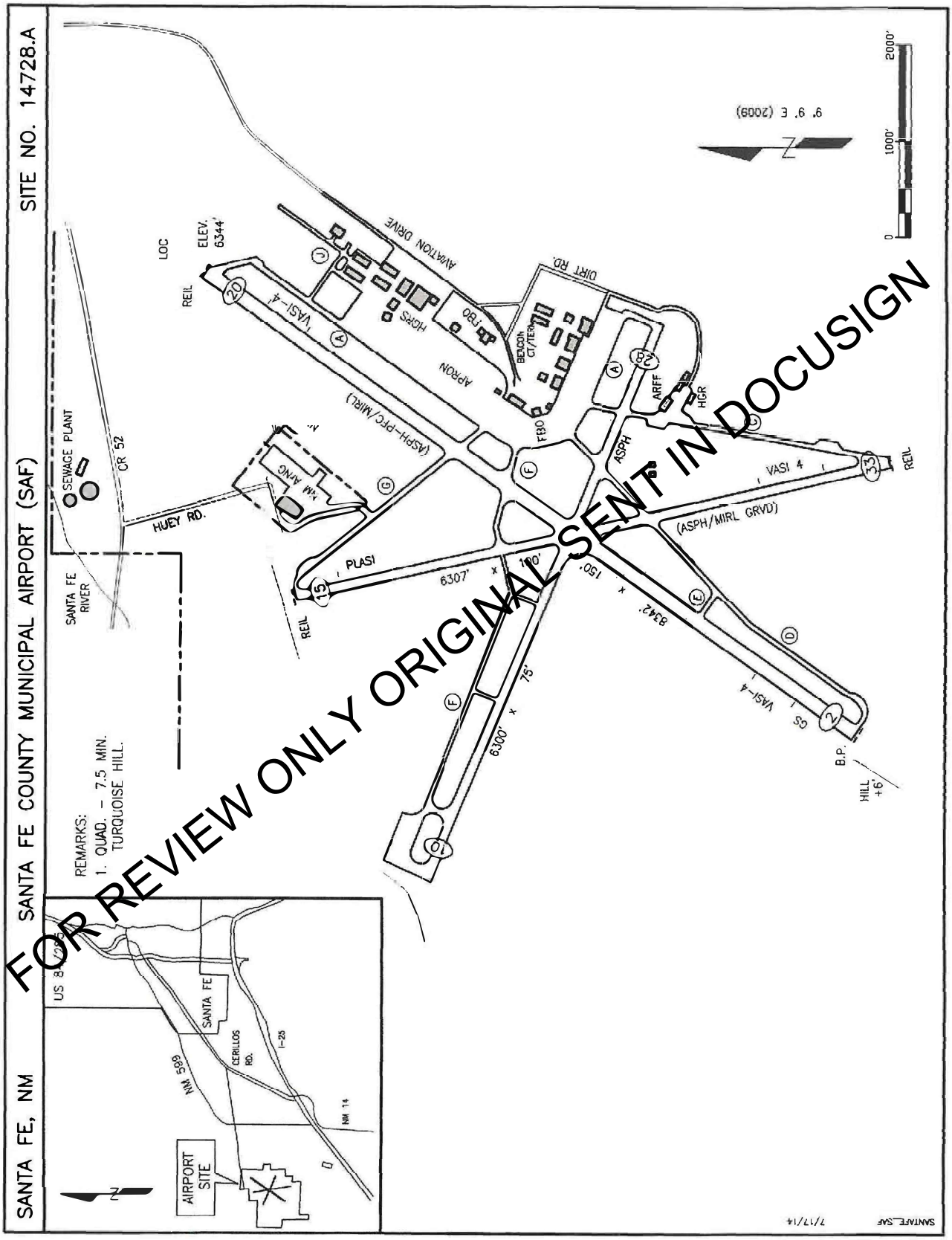
EXHIBIT A



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SANTA FE MUNICIPAL AIRPORT
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	$ -			
		$ 4,000,000		$ 4,000,000	
		$ -			
		$ -			
		$ -	

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **May 7th, 2024**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Manager** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request For Approval of Amendment #1 to the New Mexico Department of Transportation Aviation Division grant # SAF-24-01 for the Purpose of Increasing State Funding to $6,600,000.

1. Request f or Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,600,000 to Increase WIP Construction Fund using NMDOTAD Funding f or the Continuation of the Terminal Expansion Project.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe Governing Body accepted New Mexico State Grant SAF 24-01 in the amount of $4,000,000 during the August 30th, 2023 meeting. The purpose of this grant was to continue funding the Terminal Expansion project at the airport.

The NMDOTAD has issued an amendment to Grant SAF-24-01 to increase the awarded amount from $4,000,000 to $6,600,000 to continue to fund the Terminal Expansion project due to necessary change orders with the contractor of the project.

ACTION:

Approval to accept Amendment #1 to the NMDOT Aviation Grant SAF-24-01 for the Purpose of Increasing State Funding to $6,600,000 and Approval of a BAR in the Amount of $2,600,000.

COMMITTEE REVIEW:

Public Works & Utilities: 05/20/2024
Finance Committee: 05/28/2024
Governing Body: 05/29/2024

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	5/7/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2454506	2,600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5450407	490150	AIR2454506	(2,600,000)	
				$ -	$ -

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

Amendmenet to NMDOT Grant # SAF-24-01 to increase total awarded amount from $4,000,000 to $6,600,000.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Kelly Bynon — 5/7/2024
Prepared By *{print name}* — Date

James Harris — May 7, 2024
Division Director Signature *{optional}* — Date

Layla Archuletta Maestas — May 10, 2024
Layla Archuletta Maestas (May 10, 2024 10:43 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 #:

Andy Hopkins — May 10, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Project No. SAF-24-01-01

Contract No. AVA1550

Vendor No. 0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the City of Santa Fe , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

   $6,600,000

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is $6,600,000

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: _____

Date: _____

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: _____

Date: _____

SPONSOR

By: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Assistant General Counsel

Date: _____

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

CITY OF SANTA FE:

Alan Webber (Jun 4, 2024 12:02 MDT)

ALAN WEBBER, MAYOR

Jun 4, 2024

DATE

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 28, 2024 10:54 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: n/a Procurement # (RFP/ITB# If any): _____

Contractor: The City of Santa Fe is the Contractor with the NM Department of Transportation - this is a Grant Agreement

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☑ SWPA/Existing ☐

Description/Title: Amendment to grantSAF-24-01 Santa Fe Municipal Airport - Aviation Grant Agreement from NM DOT for terminal expansion and infrastructure

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ⊘

Term Start Date: upon execution Term End Date: 2 years from effective date Total Contract Amount: $6,600,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: n/a

1.b Amendment #: Saf-24-01-01 to the Original Contract/Lease # Saf-24-01

Increase/(Decrease) Amount $: Increase of $2,600,000

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: Grant SAF-24-01 amendment for terminal expansion project

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is not a procurement, it is a grant contract agreement for funds being provided by NM Department of Transportation for terminal expansion and infrastructure. The original grant was accepted by GB on August 30, 2023 for the amount of $4,000,000. This amendment is to increase the grant amount from $4,000,000 to $6,600,000 for the purpose of completing the terminal project,

3. Procurement History: n/a

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: This is a grant agreement for funding coming into the City of Santa Fe.

4. Funding Source: New Mexico Department of Transportation - NM Section 64-1-13 **Org / Object:** 5450407/490150 (revenue)

_____ _____

Budget Officer Approval: Andy Hopkins Date:

Comment & Exceptions: _____

5. Grant History (if applicable): SAF-24-01 Santa Fe Municipal Airport - Aviation Grant Agreement from NM DOT for Air Service Terminal Expansion & Infrastructure Improvements.

Grants Administrator Approval: M.Bonifer M.Bonifer (May 17, 2024 09:10 MDT) **Date** _____

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk:

Clerk # _____ Email: _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed) Title Date

SANTA FE REGIONAL AIRPORT EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	$4,000,000		$ 4,000,000	
2	AMENDMENT 1	$2,600,000		$ 2,600,000	
		$ -			
		$ -			
		$ -	

City of Santa Fe, New Mexico
Memorandum

DATE: **March 14, 2024**

TO: **Jane Lucero, NMDOT Aviation Division**

CC: **John Blair, City Manager**
Layla Archuletta-Maestas, Deputy City Manager

FROM: **James Harris, Airport Manager**

The Santa Fe Regional Airport respectfully request New Mexico Department of Transportation Aviation Division Amed grant SAF-24-01 Air Services Terminal Expansion and Infrastructure Improvements for an additional $2,599,958.21. We are short $1,007,851.64 on funds for change order #2 due to TSA and FAA deficiency, we needed to immediately correct to avoid penalty.

After meeting with the Governor, she requested we add some additional work, which include a cover from baggage claim to the terminal and additional parking to accommodate customers. It was also discovered in our plans we are lacking a TSA secure exit security shoot and additional parking required to meet capacity specs. The additional funds will allow us to complete Change Order #3 at $1,592,106.57, including all additional requirements to have the terminal in compliance for ongoing services. I have attached the quotes for the additional work needed.

Respectfully submitted,

James Harris

James Harris
Airport Manager
Santa Fe Regional Airport
505-479-7208
jcharris@santafenm.gov

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

A-1330
Updated:01/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Jun 28, 2023

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

Participation STATE ONLY

Funding Breakdown 100% State

Contract No. AVA1550

Project No. SAF-24-01

Vendor No. 0000054360

Expiration Date 9/11/2025

Purchase Order No: 0000386195

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

Air Service Terminal Expansion and Infrastructure Improvements

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 4,000,000	$	$	$ 4,000,000

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2. The Sponsor Shall:
a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

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7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

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11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

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Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JAMES HARRIS			
Title	AIRPORT MANAGER			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone	+1 (337) 263-4798	Fax		
E-Mail	jcharris@santafenm.gov			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5910E8A6255842F... Date: 9/11/2023
Cabinet Secretary or Designee

Recommended by:

By: DocuSigned by: Pedro Rael C6675C3211D31C0... Date: 9/11/2023
Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: John Newell Assistant General Counsel C750CEC1625D488... Date: 9/11/2023
Assistant General Counsel

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

SPONSOR

Print Name: Alan Webber

By: _____ Date: _____

Title: Mayor

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
Sep 1, 2023
DATE

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 08/30/2023
CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2023 16:00 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

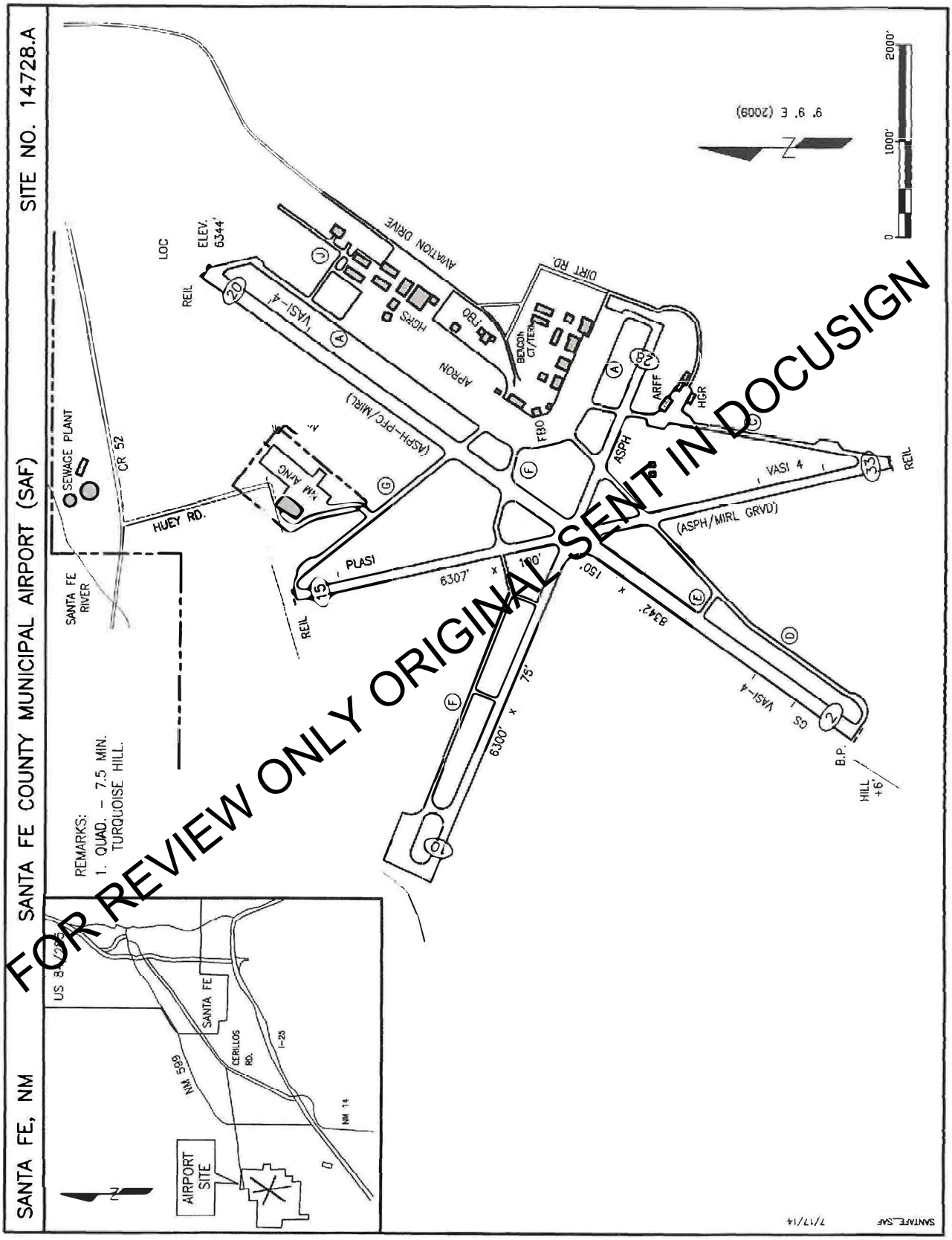
Emily K. Oster
Emily K. Oster (Sep 1, 2023 10:10 MDT)
EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:

FOR REVIEW ONLY ORIGINAL SENT IN DOCUSIGN

DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

EXHIBIT A



DocuSign Envelope ID: CE4EDC08-3681-418A-B129-C2CC1A43586D

SANTA FE MUNICIPAL AIRPORT
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	$ 4,000,000		$ 4,000,000	
	TOTALS	$ 4,000,000	$ -	$ 4,000,000	$ -

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GB_Airport_NMDOTAD Grant SAf-24-01-01_UL

Interim Agreement Report 2024-05-17

Created:	2024-05-15
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAG-T4ZjMUizIY8Mutz6WI5bUXf0PmRa0q

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB_Airport_NMDOTAD Grant SAf-24-01-01_UL" History

Document created by Kelly Bynon (kabynon@santafenm.gov)
2024-05-15 - 3:16:36 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-05-15 - 3:17:54 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-05-16 - 11:09:31 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-05-16 - 11:12:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-05-16 - 11:12:40 PM GMT

Powered by Adobe Acrobat Sign

GB_Airport_NMDOTAD Grant SAf-24-01-01_SIGNED

Final Audit Report 2024-05-28

Created:	2024-05-28
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5i00SR4dkBP6LGH_d_C8TvAzVzcJ4mcM

"GB_Airport_NMDOTAD Grant SAf-24-01-01_SIGNED" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-05-28 - 4:51:01 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2024-05-28 - 4:51:53 PM GMT

Email viewed by klnault@santafenm.gov
2024-05-28 - 4:52:53 PM GMT- IP address: 104.47.64.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-05-28 - 4:54:19 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-05-28 - 4:54:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-05-28 - 4:54:21 PM GMT

24-0350 NMDOT Aviation Division

Final Audit Report 2024-06-04

Created:	2024-05-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEI3Oya9oCCBoAqpAsd2ZSYn2j45U8NcA

"24-0350 NMDOT Aviation Division" History

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **March 26, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Director** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $541,578 to Increase various orgs and objects with Funding from Airport Rescue Grant 3-35-0037-057-2021.

(James Harris, Airport Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe Governing Body accepted FAA Grant 3-35-0037-057-2021 in August 2021. At the time of acceptance, the award amount of $2,226,110 was only budgeted to revenues.

A BAR to budget to expenditures was approved and completed in March 2024 for $1,050,000.

A second BAR to budget expenditures was approved and completed in October 2025 for $634,532.

The total of the 2 BARS to expenditures is $1,684,532 which leaves $541,578 of the original awarded amount left unbudgeted.

ACTION:

Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $541,578 to Increase various orgs and objects with Funding from Airport Rescue Grant 3-35-0037-057-2021.

COMMITTEE REVIEW:

Public Works & Utilities: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	3/20/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2454510	127,656	
Vehicles < 1.5 tons	5456050	570950	AIR2454510	136,822	
Vehicle Outfitting	5456050	570575	AIR2454510	66,000	
Equipment > 5K	5456050	570500	AIR2454510	32,600	
Equipment < 5K	5456050	572000	AIR2454510	45,500	
Safety Supplies	5456050	530300	AIR2454510	133,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				541,578.00	$ -

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

Budgeting last of the Airport Rescue Grant # 3-35-0037-057-2021 to expenditures in the amount of $541,578.

The original BAR was only budgeted to Revenues. Airport has completed 2 BARS tin the amount of $1,684,532 to expenditures.

The original grant award amount is $2,226,110 which leaves $541,578 not budgeted to expenditures.

This money will be used for various projects and purchases. See attached word document for details.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(541,578)
TOTAL:	**(541,578)**

Kelly Bynon — 3/20/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Mar 26, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

Agenda Item #:

Andy Hopkins — Mar 26, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ORIGINAL BAR BUDGETED TO REVENUE ONLY

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport	04/07/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
REVENUES				{enter as negative #}	{enter as positive #}
US Department of Transportation	5456050	490550		(2,226,110.00)	
				0	

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

To record Airport Rescue Grant - 3-35-0037-057-2021

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	2,226,110
TOTAL:	0

Bobbi Huseman 08/24/2021
Prepared By {print name} Date

Mark Baca 08/24/2021
Division Director Signature {optional} Date

Regina Wheeler Aug 27, 2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins Aug 27, 2021
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

BAR 1 TO BUDGET EXPENDITURES

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	3/11/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2454510	900,000	
Vehicles < 1.5 tons	5456050	570950	AIR2454510	150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550	AIR2454510	(1,047,762)	
				2238	$ -

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

Carry forward of Airport Rescue Grant # 3-35-0037-057-2021. A reimbursement of $1,178,348 was issued to the Santa Fe Regional Airport for salary expense during FY23. $900K will be used for construction items and $150K will be used to equipment. Purcahses.

The remaining balance on the ARPA grant after draw down is $1,047,762 which needs to be carried forward to the current FY.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	
TOTAL:	0

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

CITY COUNCIL APPROVAL

Agenda Item #:

Kelly Bynon	3/11/2024	Andy Hopkins	Mar 19, 2024
Prepared By *{print name}*	Date	Budget Officer	Date
James Harris	Mar 18, 2024	Emily K. Oster	Mar 19, 2024
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
John Blair (Mar 19, 2024 14:40 MDT)	Mar 19, 2024	John Blair (Mar 22, 2024 14:52 MDT)	Mar 22, 2024
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

BAR 2 TO BUDGET EXPENDITURES

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	9/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts	5456050	510300	AIR2454510	180,000	
Equipment and Machinery > 5K	5456050	570500	AIR2454510	41,750	
Equipment and Machinery < 5K	5456050	572400	AIR2454510	210,700	
WIP Construction	5450407	572970	AIR2454510	202,082	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				634,532.00	$ -

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

Reimursmeent of Airport Rescue Grant # 3-35-0037-057-2021 for $634,532. This grasnt was never budgeted to expenditures.

This money will be used for various needs at the airport. This revenue was received in FY24 but spending

the money in FY25.The revenue will not be rebudgeted as it's already been received.

Part of the money will go to having a crash phone put in at airport. Part of funds will go to tools and equipment needed at the

mechanic shop. The remainder will go to WIP Construction for other projects the airport has planned.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	
TOTAL:	0

Kelly Bynon — 9/23/2024
Prepared By *{print name}* — Date

James Harris (Oct 4, 2024 12:11 MDT) — Oct 4, 2024
Division Director Signature *{optional}* — Date

Layla Archuletta Maestas — Oct 4, 2024
Layla Archuletta Maestas (Oct 4, 2024 12:33 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

Agenda Item #:

Andy Hopkins — Oct 4, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
MEMO

DATE: August 25, 2021

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ACTION

Ratification of the City Manager's Approval of Airport Rescue Grant Award No. 3-35-0037-057-2021 in the amount of $2,226,110 and approval of the BAR to budget grant funds into the Airport FY22 operating budget federal grant revenue org and object 5456050.490550. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 505-955-2901)

SUMMARY

The City has been awarded an Airport Rescue Grant, identified as Grant No. 3-35-0037-057-2021 for the maximum obligation amount of $2,226,110. In order to meet FAA deadlines, there was in sufficient time to bring the grant award to the Governing Body; for that reason, the City Manager signed the grant award and the division is hereby requesting ratification by the Governing Body. The end date for this grant is four (4) years from the date of acceptance and is a reimburseable grant with no matching funds required.

By accepting this grant, the City of Santa Fe will certify that the reimbursements sought is for purposes directly related to airport operations. Such purposes include the reimbursement of the airport operational and maintenance expences or debt service payments incurred no earlier than January 20, 2020, and in accordance with the limitations prescribed in the grant agreement. Airport Rescue Grant funds will be governed by the same requlations for "airport revenue". Airport Rescue Grant funds may not fund any airport development program projects. This is the fourth grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe Governing Body previously accepted Grant 51 in the amount of $1,858,505, and Grant 55 in the amount of $1,570,927. The division is processing Grant 56 in the amount of $30,578, and Grant 57 in the amount of $2,226,110 concurrently.

COMMITTEE REVIEW

Public Works and Utilities Committee: 9/7/2021
Governing Body: 9/8/2021

ATTACHMENTS

Grant Agreement
Budget Amendment Resolution (BAR)

Signature:

Email: rawheeler@ci.santa-fe.nm.us

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

Airport Rescue Grant Transmittal Letter

August 11, 2021

Ms. Jarel Lapan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Ms. Hill:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-35-0037-057-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 20, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 15:35 CDT)

Lacey D. Spriggs
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 11, 2021

Airport/Planning Area Santa Fe Municipal Airport

Airport Rescue Grant No. 3-35-0037-057-2021

Unique Entity Identifier 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 12, 2021, for a grant of Federal funds at or associated with the Santa Fe Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Santa Fe Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Santa Fe Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,226,110, allocated as follows:

   $2,226,110 ARPA KV2021

2. **Grant Performance**. This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 20, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation..

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:

   a. Will be maintained and used at the airport for which they were purchased; and

   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 11, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 15:35 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated August 11, 2021

City of Santa Fe

(Name of Sponsor)

Jarel LaPan Hill

Jarel LaPan Hill (Aug 11, 2021 15:19 MDT)

(Signature of Sponsor's Designative Official/Representative)

By: Jarel LaPan Hill

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at August 18, 2021

By: _____

(Signature of Sponsor's Attorney)

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:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

    It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Signature: 

Email: rawheeler@ci.santa-fe.nm.us

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

GB_ARPA BAR_$541,578

Final Audit Report 2025-03-26

Created:	2025-03-26
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAWKxGSh2vzWVc1oLAv-6U2gDj_8jb5jqf

"GB_ARPA BAR_$541,578" History

Document created by Kelly Bynon (kabynon@santafenm.gov)
2025-03-26 - 4:00:51 PM GMT- IP address: 63.232.20.2

Document emailed to James Harris (jcharris@santafenm.gov) for signature
2025-03-26 - 4:13:22 PM GMT

Email viewed by James Harris (jcharris@santafenm.gov)
2025-03-26 - 4:14:15 PM GMT- IP address: 63.232.20.2

Document e-signed by James Harris (jcharris@santafenm.gov)
Signature Date: 2025-03-26 - 4:14:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-03-26 - 4:14:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-03-26 - 4:15:03 PM GMT- IP address: 104.47.64.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: Per my earlier rejection message, the $541,578 in the fund box needs to be a negative number, not a positive number. This BAR results in fund balance going down, not up. Sorry :)
2025-03-26 - 4:16:43 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: **February 11, 2025**

To: **Governing Body**

Via: **Regina Wheeler, Public Works Director** RW
Gabrielle Chavez, Transit Director of Administration

From: **Joshua Chandler, Contract Administrator**

Reviewed by: Helena Crown

ACTION:
Request for Approval of a Grant Agreement with the Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $143,017. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $178,772 with $143,017 from the FTA Grant and $35,755 Matching Funds From Transit Fund Balance to FY25 Transit Revenue and WIP Design.

BACKGROUND AND SUMMARY:
The City of Santa Fe is awarded an allocation of Section 5339 Urbanized Area Capital Funding from the FTA through the New Mexico Department of Transportation. These funds are distributed by a formula that includes population, population density and level of services provided within the Urbanized Area. For Federal Fiscal Year 2016, the amount of $143,017 was allocated to the City of Santa Fe for capital expenditures.

The purpose of the grant is to hire the services of an engineering consultant to evaluate and design bus stop facilities throughout Santa Fe Trails bus system to for ADA compliance. All improvements will be located within the ½ mile catchment area of bus stations/stops, making them eligible for FTA Capital funding.

FUNDING SOURCE: Federal Transit A Grant ID# NM-2019-036-00
Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Capital Projects/5400499
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: US Dept of Transportation/490550
Project Ledger Number: TAD2554002

If the project is grant funded? List grant award number: *NM-2019-036-00*

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Budget Officer Approval: *Andy Hopkins* **Date:** Feb 17, 2025
Comment/Exceptions: _____

Repair or Replacement of Existing Equipment:

☐ **Yes** | ☒ **No**
If yes -> ☐ **Repair** | ☐ **Replacement**

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ **Yes** | ☐ **No**

Anticipated length of project: **TBD**

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

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

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

Comment & Exceptions: _____

Department Contract Administrator Contact Info: (Joshua Chandler, Contract Administrator; jlchandler@santafenm.gov; 505-629-7314)

ATTACHMENTS:
Grant Agreement NM-2019-036-00
Project Ledger Request Form
BAR

GRANT MANAGER: Erika Lujan

DEPARMENT DIRECTOR: Emily K. Oster

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-25, October 1, 2018)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

UEI:

DUNS: 069420818

Award Information

Federal Award Identification Number: NM-2019-036-00

Award Name: Santa Fe Trails FY2016 Section 5339 Suballocation

Award Start Date: 9/16/2019

Original Award End Date: 12/31/2020

Current Award End Date: 6/30/2026

Award Executive Summary: Budget Revision #1

Request to modify Period of Performance End Date to 6/30/2026. The POP end date has changed from 12/31/2020 to 6/30/2026. Period of Performance End date expired 12/31/2020. Requesting POP be extended so that the City can move forward with the project, encumber funding and request eligible reimbursements within the POP dates.

Due to COVID-19 and staff vacancies Santa Fe Trails was unable to move the projects forward and this request was not submitted prior to the expiration of the POP end date.

This grant application represents the FY2016 apportionment of Section 5339 in the amount of $143,017 to the City of Santa Fe. This grant is for Capital Expenditures only. These funds will be used to hire the services of an engineering consultant to evaluation and design bus stop facilities throughout the Santa Fe Trails system to bring them into ADA compliance.
All improvements will be located within the 1/2 mile catchment area of bus stations/stops, making them eligible for FTA Capital Funding. All proposed activities will occur within the existing right-of-way.
Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: $178,772.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $0.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $143,017.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $35,755.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$143,017
Local			$35,755
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$178,772**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/13/2019
DOL Certification Date: N/A

Special Conditions

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	9/16/2019
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated September 13, 2019, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Robert Patrick
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: robert.patrick@dot.gov
Award Date: 9/16/2019

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,

(d) Covenants, and
(e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 23, 2025 10:46 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/18/2024

Project Title: Bus Stop ADA Compliance NM 2019-036-00 FY 2016

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: TAD2554002
Grant ID: F2521
Approved By: Erika Lujan
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Gabrielle Chavez Ext: 2055

Project Date Range: 12/18/2024 to 06/30/2026 ☑ Create Fixed Asset

---

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

Funding Source: US DOT FTA NM 2019-036-00 Section 5339 FY 2016 % of Funding: 80%

MUNIS ORG: 5400499 MUNIS OBJ: 490550 Awarded Amount: $143,017

Funding Source: TRANSIT GRT % of Funding:

MUNIS ORG: 5400499 MUNIS OBJ: Awarded Amount: 35755.00

Expense String Phase:

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

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

Phase: WIP Design MUNIS ORG: 5400499 MUNIS OBJ: 572960

Phase: MUNIS ORG: MUNIS OBJ:

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other:

GRANTS ONLY:

Grantor Name: 2020-036-00 SF TRAILS 5339 LAPSING VANS Awarded Amount: 143017.00

AR Charge Code: 5400499.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.526

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

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Transit	12/18/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Design - Bus Stop ADA Compliance	5400499	572960	TAD2554002	178,772	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
US DOT - FTA Sect 5339 FY 2016 NM 2019-036-00	5400499	490550	TAD2554002	(143,017)	
				$ 35,755	$ -

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

Grant award from US Department of Transportation Federal Transit Administration in the amount of $143,017 with a local match requiremnt of $35,755 from 1/4% GRT allocated to the Transit fund to design ADA improvements for Santa Fe Trails bus stops (Term Date 06/30/2026)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	(35,755)
TOTAL:	(35,755)

Halona Crowe — 12/18/2024
Prepared By *(print name)* — Date

Gabrielle Chavez — Feb 11, 2025
Division Director — Date

Regina Wheeler — Feb 12, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Feb 17, 2025
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Signature: Emily K. Oster

Email: ekoster@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **March 26, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Director** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) In the amount of $1,503,000 to Increase Various Orgs and Objects using FY25 Available Airport Revenue in excess of Budgeted Expenditures.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is requesting to have monies moved from the 545 fund into two different Orgs and Objects for the purchase of generators, the purchase and installation of new A/C units and for the Airfield Marking project which is required by the FAA.

The total amount of the three items listed about is $1,503,000.

ACTION:

Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,503,000 to Increase Various Orgs and Objects using FY25 Available Airport Revenue in excess of Budgeted Expenditures.

COMMITTEE REVIEW:

Public Works & Utilities: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	3/26/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2554516	844,000	
WIP Construction	5450407	572970	AIR2554518	398,000	
Equipment > 5K	5456050	570500	AIR2554517	261,000	
7/23/1901					
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,503,000	$ -

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

Use of FY25 Available Airport revenue in excess of budgeted expenditures to be used for various projects and purchases as outlined above.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(1,503,000)
TOTAL:	**(1,503,000)**

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

CITY COUNCIL APPROVAL

Agenda Item #:

Kelly Bynon	3/26/2025	Andy Hopkins	Mar 26, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
James Harris (Mar 26, 2025 11:28 MDT)	Mar 26, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

CITY OF SANTA FE

The Purchasing Memo

Date: March 21, 2025

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

From: Taylor Jurgens, Engineer, Water Division

Via: Jesse Roach, Interim Public Utilities Department Director

Jonathan Montoya, Acting Water Division Director Jonathan Montoya (Mar 21, 2025 09:54 MDT)

Subject: Predictive Water Main Failure and Pipeline Prioritization Software Budget Amendment Resolution

Vendor Name: Ferguson Waterworks

Munis Vendor Number: 3252

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the amount of $76,000 from the Water Enterprise Cash Fund to Water Engineering Software Over $5,000 for Predictive Water Main Failure Software. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

Action Requested: Approval of a BAR in the Total Amount of $76,000.00 for Predictive Water Main Failure Software.

CONTRACT NUMBER:

The Munis contract number is 3250416.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has approximately 650 miles of water mains in their water distribution system. A key part of operating and maintaining the water distribution system includes regular rehabilitation or replacement of water mains that are at or near the end of their useful life. Identifying which mains are most in need of rehabilitation or replacement is challenging since the pipes are buried and large-scale condition assessments can be difficult and costly.

The Water Division intends to enter a contract with Ferguson Waterworks to obtain a software tool that will use artificial intelligence and machine learning to perform predictive water main failure modeling and pipeline prioritization for rehabilitation and replacement. The software uses the City's water main break history along with dozens of other factors to predict which mains are most at risk of future failure. These results can then be used to create a prioritized list of water mains for replacement, rehabilitation, or further investigation.

The procurement method for the contract is via Cooperative Procurement with Omnia Partners, NCPA Master Agreement No. 02-104. The contract will be routed separately to the City Manager for approval.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 505

Munis Org Name/Number: 5050383

Munis Object Name/Number: 570850

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The procurement method for the contract is the Cooperative Procurement with Omnia Partners, NCPA Master Agreement No. 02-104.

Chief Procurement Officer (CPO) / Designee:_____ **Date:**_____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions:_____

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

Project Ledger Number:_____

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

Comment/Exceptions: _____

ATTACHMENTS:
Budget Amendment Resolution (BAR)

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

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

DEPARTMENT / DIVISION NAME	DATE
PUBLIC UTILITIES / WATER	12/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water, WIP Design	5050383	570850		76,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 76,000	$ -

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

For purchase, setup, and maintenance of predictive water main failure software

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
Water Enterprise Fund	(76,000)
TOTAL:	**(76,000)**

Virginia Wolff — 12/27/2024
Prepared By *{print name}* — Date

Jonathan Montoya — 03/21/2025
Jonathan Montoya (Mar 21, 2025 09:54 MDT)
Division Director Signature *{optional}* — Date

03/21/2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 03/25/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: March 11, 2025

To: Governing Body

Via: Jesse Roach, PE, Interim Public Utilities Director JR
Regina Wheeler, Public Works Director RW
Erika Lujan, Grant Manager Erika Lujan RW
Erika Lujan (Mar 12, 2025 11:00 MDT)
Emily Oster, Finance Director Emily K. Oster
P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Mar 11, 2025 10:38 MDT)

From: (Paul) Fred Heerbrandt, PE, Wastewater Engineering Supervisor

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ACTION:
Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $210,000 for the Capital Project SAP 24-I2457-GF Jemez Road Sewer with a Reversion Date of June 30, 2028. (Fred Heerbrandt, PE, Wastewater Engineering Supervisor, pfheerbrandt@santafenm.gov)

Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2457-GF.

Request for Approval of a Budget Amendment Resolution to Allocate $210,000 from the Capital Appropriation Grant SAP 24-I2457-GF for Jemez Road Sewer to FY25 Wastewater Utility Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
To address inadequate and failing on-lot septic systems along Jemez Road, a public sewer extension including the sewer main sewer and laterals to the private property lines along Jemez Road, south of Airport Road, will be constructed. Design will be performed by City staff and completed in 6 months. Construction is expected to take approximately 6 months from award of contract. The total project cost estimate is $600,000 which will be funded by a 2022 legislative grant for $400,000 and this 2024 legislative grant for $210,000.

Funding Source: NM Environment Department
Fund Name/Number: Wastewater Management / 500
Munis Org Name/Number: WWM Capital Projects / 5000375
Munis Expenditure Object Name/Number: WIP Construction / 572970
Project Ledger Number: WWD2550001

ATTACHMENTS
Grant Agreement SAP 24-I2457-GF

Memorandum of Understanding with NCNMEDD (included in the Grant Agreement)
BAR
PL form

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2457-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 103 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2457-GF $210,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 103, Two Hundred Ten Thousand Dollars, ($210,000.00), from the General Fund to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Ten Thousand Dollars, $210,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, Two Hundred Ten Thousand Dollars, $210,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

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

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)*: $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: $ 0.00
F. Reversion Amount *(If Applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

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

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

_____ _____ _____ _____
Division Fiscal Officer Date Division Project Manager Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--JEMEZ RD CONSTRUCT - SAP 24-I2457-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY _____

B. PROJECT NUMBER _____

C. DISBURSEMENT REQUEST NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. ☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. ☐

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body of the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2457-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Stan Holland, PE Pulic Utilities Engineer and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman, Grant Administrator or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2457-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Stan Holland, PE	Name	Felicity Fonseca
Title	Public Utilities Engineer	Title	NDNMEDD, Contracted Fiscal Agent
Signature	stan holland (Stan Holland (Feb 23, 2023 12:36 MST))	Signature	Felicity Fonseca
Address	73 Paseo Real, Santa Fe NM 87507	Address	3900 Paseo Del Sol, Santa Fe, NM 87507
Email	tsholland@santafenm.gov	Email	felicityf@ncnmedd.com
Phone	505-955-4637	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	P. Fred Heerbrandt	Name	
Title	Engineering Supervisor	Title	
Signature	P. Fred Heerbrandt, P.E. (P. Fred Heerbrandt, P.E. (Feb 23, 2023 12:48 MST))	Signature	
Address	73 Paseo Real, Santa Fe NM 87507	Address	
Email	pfheerbrandt@santafenm.gov	Email	
Phone	505-955-4623	Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A. CHAPMAN (DAVID A. CHAPMAN (Feb 27, 2023 08:39 MST))	Signature	
Address	737 Agua Fria St. Santa Fe NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St. Santa Fe NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (103), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2457-GF, in the amount of Two Hundred Ten Thousand Dollars ($210,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Signature of Official with Authority to Bind Fiscal Agent

Monica Abeita

By:_____

(Type or Print Name)

Executive Director

Its:_____

(Type or Print Title)

February 13, 2025

Date

Revised 4-20-18

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Wastewater	12/10/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Jemez Road Sewerline	5000375	572970	WWD255001	210,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMED - SAP 24-I2457 GF Jemez Rd Sewerline	5000375	490190	WWD255001	(210,000)	
				$ -	$ -

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

Agreement with NM Enviroment Department to design and construct a sewerline at Jemez Road, in the total amount of $210,000. Term 06/30/2028 (NMED SAP 24-I2457-GF)

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

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

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

Halona Crowe — Prepared By *{print name}* — 12/10/2024 Date

Division Director Signature *{optional}* — Mar 11, 2025 Date

Department Director Signature — Mar 11, 2025 Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/10/2024

Project Title: Jemez Road Sewerline

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: WWD2550001

Grant ID: S2547

Approved By: Erika Lujan (Dec 12, 2024 11:39 MST)

Entered By: CMT (Finance Use Only)

Department: Public Utilities Project Manager: Fred Heerbrandt Ext: 4623

Project Date Range: 12/10/2024 to 06/30/2028 ☑ Create Fixed Asset

---

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

Funding Source: NMED SAP 24-I2457-GF % of Funding: 100%

MUNIS ORG: 5000375 MUNIS OBJ: 490190 Awarded Amount: $210,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Design MUNIS ORG: 5000375 MUNIS OBJ: 572960

Phase: Construction MUNIS ORG: 5000375 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other:

GRANTS ONLY:

Grantor Name: NM ENVIRO DEPT SAP24-I2457-GF Awarded Amount: 210,000.00

AR Charge Code: 500037.490190 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700004 Federal CFDA (if applicable): N/A

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

Signature: Regina Wheeler
Regina Wheeler (Mar 12, 2025 03:31 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: March 6, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Via: Jesse Roach, Interim Public Utilities Director JR

Mike Dozier, Wastewater Management Division Director MD

Subject: On-Call Sludge Hauling Contract Amendment

Vendor Name: GM Emulsion, LLC.

Munis Vendor Number: 3882

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Contract Amendment to the General Services Contract # 3250210 with GM Emulsion, LLC. for On-Call Sewage Sludge Hauling. Amendment #1 increases the amount of compensation by $1,000,000.00 to a total of $1,500,000.00 and adds three additional landfills to the list of approved facilities.

1. Request for approval of a Budget Adjustment Request (BAR) in the amount of $1,000,000.00 from the WWMD Enterprise Fund.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250210.

BACKGROUND AND SUMMARY:

The city is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which as a byproduct of wastewater treatment produces solids. Some of these solids are composted, and the rest are disposed of in landfills. Over the past several years PRWRF has experienced difficulties with contracts for transportation of these solids to landfills, and with landfills willing to accept these solids on a predictable schedule. As a result, there is a backlogged stockpile of solids at PRWRF that needs to be moved to landfills. This contract, along with a similar contract for another vendor, will allow PRWRF to remove this backlog before it becomes a regulatory compliance issue.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: WWM OpsAdm/5000361

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 03/12/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

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

The original contract was procured by ITB # 24005 On-Call Sludge Hauling Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** _____

CPO Comment/Exceptions: Adding compensation

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet
Amend 1
BAR
COI

Item#_____
Munis Contract#3250210
Original Contract Item#_24-0574__
ITB #: __24004_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
On Call Sewage Sludge Hauling Services Contract
ITEM# 24-0574_

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE ON-CALL SEWAGE SLUDGE HAULING SERVICES CONTRACT, dated September 26, 2024 (the "Contract"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 Contract, Contractor has agreed to provide dewatered sewage sludge hauling services between the Paseo Real Wastewater Reclamation Facility and New Mexico permitted landfills.

B. Pursuant to Article 8 of the Contract, 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 of the Contract is amended to add additional permitted landfills where sewage sludge can be disposed, so that the first paragraph of Article 2 reads as follows:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Sandoval County Landfill, Rio Rancho, NM, Northeastern New Mexico Regional Landfill, Wagon Mound, NM, Cerro Colorado Landfill, Albuquerque, NM, Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor will supply the

appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 6 above locations to deliver at the time of the order.

2. COMPENSATION.

Article 3 is amended to increase the amount of compensation by a total of one million dollars ($1,000,000.00) so that Article 3 reads in its entirety as follows:

The total compensation under this Contract shall not exceed one million five hundred thousand dollars ($1,500,000.00) for fiscal year 2025 and five hundred thousand dollars ($500,000.00), for each additional fiscal year, including New Mexico Gross Receipts Tax, with a maximum of three million dollars ($3,000,000.00) over the four-year contract term, including New Mexico Gross Receipts Tax.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
GM Emulsion, LLC

Gabriel Martinez (Feb 28, 2025 19:04 MST)
Gabriel Martinez, Vice President

DATE: Feb 28, 2025
CRS# 03181502002

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 3, 2025 08:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Wastewater Management Division	3/4/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5000361	510310		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,000,000	$ -

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

Transfering funds from WW Enterprise cash fund to Service Contract account. Please when posting BAR add Serrano amend #1

(Dewatered Sludge Hauling)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
WWMD Enterprise Fund	(1,000,000)
TOTAL:	**(1,000,000)**

Fred Heerbrandt /Linda MacAlliter — 3/5/2025
Prepared By *{print name}* — Date

Mar 9, 2025
Division Director Signature *{optional}* — Date

Mar 10, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 03/12/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 24-0576
Munis Contract# _____
ITB #: 24004

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Sewage Sludge Hauling Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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.

2. **Scope of Work**

A. The Contractor shall perform the following work:

On-Call Dewatered Sewage Sludge Hauling

Specifications:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed.

The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.
Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify Contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The Contractor will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractors' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. Contractor is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site.

Contractor must list the Dispatching Operations Base (DOB) address below throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: 5935 Agua Fria Street, Santa Fe, NM 87507

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

3. **Compensation**

See Exhibit A attached.

The total compensation under this Contract shall not exceed five hundred thousand dollars ($500,000.00) including New Mexico gross receipts tax per year, with a maximum of two million dollars ($2,000,000.00) over the four-year contract term, including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 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 certification. 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 one and one-half percent per month. For purchases funded by state or federal grants tothe City, if theCity has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.**

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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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 Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to

perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor/Contractor certifies the Contractor/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 Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor 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. Contractor 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 Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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 Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

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 Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB 24005,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

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 Contract 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 Contract 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 Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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 Contract 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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 Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract 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 Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

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

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 Contract 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 Contract, 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:

1) give the Contractor prompt written notice within 48 hours of any claim;

2) allow the Contractor to control the defense of settlement of the claim; and

3) 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:

1) 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;

2) replace or modify the product or service so that it becomes non-infringing; or,

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

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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions

set forth in Paragraph 7 of this Contract.

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 Contract. 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 Contract.

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.

To the City:

Ron Lujan
73 Paseo Real
Santa Fe, NM87507

To the Contractor:

Gabriel Martinez
5935 Agua Fria Street
Santa Fe, NM 87507

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 the Contractor:

Gabriel Martinez
5935 Agua Fria Street
Santa Fe, NM 87507

42. **Succession**

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

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

CITY OF SANTA FE:

Alan Webber (Sep 26, 2024 12:00 MDT)

ALAN WEBBER, MAYOR

DATE: Sep 26, 2024

CONTRACTOR:
GM Emulsion, LLC

Gabriel Martinez (Aug 26, 2024 06:44 MDT)

Gabrielle Martinez, Vice President

DATE: Aug 26, 2024

CRS# 03181502002

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 09/25/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Aug 26, 2024 07:57 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO (Aug 30, 2024 11:27 MDT)

FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER A : Selective Insurance Company of America — NAIC # 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 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 X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2505515	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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		5752	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S 2505515	4/12/2024	4/12/2025	Ded: $1,000 / Limit	100,000
C	Pollution / Environm			CPLMOL127106	10/28/2024	10/28/2026	1,000k000 /	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project name ITB #23/22/B - Dewatered Sludge Hauling

CERTIFICATE HOLDER

City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Mar 7, 2025 06:54 MST)

Email: pfheerbrandt@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: March 6, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Via: Jesse Roach, Interim Public Utilities Director JR

Mike Dozier, Wastewater Management Division Director MD

Subject: On-Call Sludge Hauling Contract Amendment

Vendor Name: Serrano Trucking, Inc.

Munis Vendor Number: 10082

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Contract Amendment to the General Services Contract # 3250221 with Serrano Trucking, Inc. for On-Call Sewage Sludge Hauling. Amendment #1 increases the amount of compensation by $1,000,000.00 to a total of $1,500,000.00 and adds three additional landfills to the list of approved facilities.

1. Request for approval of a Budget Adjustment Request (BAR) in the amount of $1,000,000.00 from the WWMD Enterprise Fund.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250221.

BACKGROUND AND SUMMARY:

The city is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which as a byproduct of wastewater treatment produces solids. Some of these solids are composted, and the rest are disposed of in landfills. Over the past several years PRWRF has experienced difficulties with contracts for transportation of these solids to landfills, and with landfills willing to accept these solids on a predictable schedule. As a result, there is a backlogged stockpile of solids at PRWRF that needs to be moved to landfills. This contract, along with a similar contract for another vendor, will allow PRWRF to remove this backlog before it becomes a regulatory compliance issue.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: WWM Ops Adm/5000361

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 03/13/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

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

The original contract was procured by ITB # 24005 On-Call Sludge Hauling Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 03/17/2025

CPO Comment/Exceptions: ITB

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet
Amend 1
COI
BAR

Item#_____
Munis Contract#3250221
Original Contract Item#_24-0574__
ITB #:24004

CITY OF SANTA FE
AMENDMENT No. 1 TO
On Call Sewage Sludge Hauling Services Contract
ITEM# 24-0574

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE ON CALL SEWAGE SLUDGE HAULING SERVICES CONTRACT, dated September 26, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Serrano Trucking, Inc. (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 Contract, Contractor has agreed to provide dewatered sewage sludge hauling services between the Paseo Real Wastewater Reclamation Facility and New Mexico permitted landfills.

B. Pursuant to Article 8 of the Contract, 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 of the Contract is amended to add additional permitted landfills where sewage sludge can be disposed, so that the first paragraph of Article 2 reads as follows:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) any of the following landfills: the Sandoval County Landfill, Rio Rancho, NM, Northeastern New Mexico Regional Landfill, Wagon Mound, NM, Cerro Colorado Landfill, Albuquerque, NM, Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor

will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 6 above locations to deliver at the time of the order.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation in Fiscal Year 2025 by a total of one million dollars ($1,000,000.00) so that Article 3 reads in its entirety as follows:

The total compensation under this Contract shall not exceed one million five hundred thousand dollars ($1,500,000.00) for fiscal year 2025 and five hundred thousand dollars ($500,000.00) for each additional fiscal year, including New Mexico Gross Receipts Tax, with a maximum of three million dollars ($3,000,000.00) over the four-year term, including New Mexico Gross Receipts Tax.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
Serrano Trucking, Inc.

Raul Serrano
Raul Serrano (Mar 3, 2025 15:30 MST)
Raul Serrano, President

DATE: Mar 3, 2025
CRS# 03615905000

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 3, 2025 15:36 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Wastewater Management Division	3/4/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5000361	510310		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,000,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Transfering funds from WW enterprise cash to Service Contracts account. Please when posting add Serrano amend 1. More more detail please look at memo.

Dewatered Sludge Hauling

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
WWMD Enterprise Fund	(1,000,000)
TOTAL:	**(1,000,000)**

Fred Heerbrandt/Linda MacAllister — 3/5/2025
Prepared By *{print name}* — Date

Mar 9, 2025
Division Director Signature *{optional}* — Date

Mar 10, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 03/13/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 24-0574
Munis Contract# _____
ITB #: 24004

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Sewage Sludge Hauling Services

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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.

2. **Scope of Work**

A. The Contractor shall perform the following work:

On-Call Dewatered Sewage Sludge Hauling

Specifications:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed.

The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.

Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify Contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The Contractor will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractors' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. Contractor is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site.

Contractor must list the Dispatching Operations Base (DOB) address below throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: 1 Calle Culebra, Santa Fe, NM 87507

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

3. **Compensation**

See Exhibit A attached.

The total compensation under this Contract shall not exceed five hundred thousand dollars ($500,000.00) including New Mexico gross receipts tax per year, with a maximum of two million dollars ($2,000,000.00) over the four-year contract term, including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 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 certification.
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 one and one-half percent per month. For purchases funded by state or federal grants to local public bodies [the City], if the local public body [City] has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency.

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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.**

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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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 Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in 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 because of this Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the 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 Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor 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. Contractor 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 Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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 Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

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 Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB 24005,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

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 Contract 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 Contract 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 Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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 Contract 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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 Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract 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 Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

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

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 Contract 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 Contract, 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:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) 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:

1) 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;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) 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 Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in

Paragraph 7 of this Contract.

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 Contract. 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 Contract.

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.

To the City:
Ron Lujan
73 Paseo Real
Santa Fe, NM87507

To the Contractor:

Raul Serrano
1 Calle Culebra
Santa Fe, NM 87507

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 the Contractor:

Raul Serrano
1 Calle Culebra
Santa Fe, NM 87507

42. **Succession**

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

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

CITY OF SANTA FE:

Alan Webber (Sep 26, 2024 12:01 MDT)

ALAN WEBBER,MAYOR

DATE: Sep 26, 2024

CONTRACTOR:
Serrano Trucking Inc.

Raul Serrano (Aug 29, 2024 20:01 MDT)

Raul Serrano

TITLE: President

DATE: Aug 29, 2024

CRS# 03615905000

Registration # 10082

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 30, 2024 07:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A

Item	Approx Qty.	UOM	Article and Description	Unit	Comments
1		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill.		5 hours
2		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.		2 hours
3		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.		7 hours
4	1	$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	$200/HR	
5	1	$	Handling fee for direct payment of tip fees	$150	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2024

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 Insurance del Norte 810 Calle Mejia Suite 105 Santa Fe NM 87501	**CONTACT NAME:** Kimberly Herrera **PHONE (A/C, No, Ext):** (505) 820-6726 **FAX (A/C, No):** (505) 424-0242 **E-MAIL ADDRESS:** kherrera@delnorteins.com
INSURED Serrano Trucking Inc #1 Calle Culebra Santa Fe NM 87507	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United Financial Casualty Comp — 11770 **INSURER B :** Markel Insurance Company — 38970F **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL249314583 **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 [ ] LOC [ ] OTHER:	Y		967886122	03/24/2024	03/24/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		967886122	03/24/2024	03/24/2025	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: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC0167056-05	04/08/2024	04/08/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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

Shannon N. Lopez

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Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Mar 7, 2025 06:54 MST)

Email: pfheerbrandt@santafenm.gov

CITY OF SANTA FE

Date: March 17, 2025

To: Governing Body

Regina Wheeler
Regina Wheeler (Mar 17, 2025 13:28 MDT)

Via: Regina Wheeler, Public Works Department Director

From: JM Jennifer Morrow, Complete Streets Division Director

ACTION:
Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $150,000 from Paint and Sign Service Contracts to Streets and Roadways CIP WIP Construction for the St. Michaels Drive Intersection Improvements. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

BACKGROUND AND SUMMARY:
The intersection of St. Michaels Drive and Llano Street is a critical pedestrian path for students attending Milagro Middle School and Santa Fe High School and for pedestrians walking to the La Farge Library. Several safety and pedestrian improvements are underway at this intersection including 6-foot pedestrian refuge islands, shortening the length of the pedestrian crossing across Llano, traffic signal improvements for leading pedestrian interval to give pedestrians a head start and striping improvements. The project is in construction and expected to be completed in August 2025.

The total cost of the project is approximately $670,000 and is funded with $350,000 2021 legislative grant, $200,000 of one time Traffic Operations funds and this $120,000 from FY25 Traffic Operations budget.

Funding Source: Complete Steets Operating Budget
Fund Name/Number: CIP Streets / 330
Munis Org Name/Number: Streets Roadways / 3309980
Munis Expenditure Object Name/Number: WIP Construction / 572970
Project Ledger Number: ENG2333002-CONSTRUC

ATTACHMENTS:
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Complete Streets	3/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction-St. Mike's Intersection	3309980	572970	ENG2333002-CONSTRUC	150,000	
Service Contracts	1000412	510310			(150,000)
Capital Transfer to 330	1000412	760330		150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from 100	3309980	660100		(150,000)	
				$ 150,000	$ (150,000)

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

Transfer of Complete Streets operating funding to the St. Mike's intersection improvements project.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lucrecia Diaz — 3/12/2025
Prepared By *{print name}* — Date

Jennifer Morrow (Mar 17, 2025 13:20 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Mar 17, 2025 13:28 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 #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: **January 23, 2025**

To: **Governing Body**

Regina Wheeler
Regina Wheeler (Feb 21, 2025 09:15 MST)

Via: **Regina Wheeler, Public Works Department Director**
Melissa A. McDonald, Parks and Open Space Division Director MMc

From: **Scott A. Overlie, Parks and Open Space Project Manager** sao
sao

ACTION:
Request Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 23-H4259 in the Amount of $100,000 for Phase 2 Improvements at Southwest Activity Node Park (SWAN Park Phase II) with a Reversion Date of June 30, 2025. (Scott A. Overlie, Public Works Project Manager; saoverlie@santafenm.gov)

1. Request Approval of a Budget Amendment Resolution to Allocate the DFA Funding in the Amount of $100,000 into FY25 Parks and Trails CIP Revenue and WIP Design.

BACKGROUND AND SUMMARY:
This grant will be used to plan, design, construct, furnish and equip SWAN Park Phase II. The Phase II park elements have been determined through Early Neighborhood Notification and stakeholder meetings conducted by the City of Santa Fe Parks and Open Space Division and NV5, Inc., in 2022 and most recently January 2025. Design completion is expected in Spring 2026. Construction costs and scheduling will be determined once the design is complete. Construction is expected to be phased to correlate with available funding.

The Funding source is: DFA Grant 24-H4259
Fund Name/Number: Parks/Trails CIP / 355
Munis Org Name/Number: Parks/Trails CIP / 3559980
Munis Expenditure Object Name/Number: WIP Design / 572960
Munis Revenue Object Name/Number: NM DFA / 490210
Project Ledger Number: PRK2535501

ATTACHMENTS:
Grant Agreement
BAR

Emily K. Oster

Erika Lujan
Erika Lujan (Mar 17, 2025 11:11 MDT)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 203, Section 261, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

23-H4259 $100,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2025
Laws of 2023, Chapter 203, Section 261, One Hundred Thousand Dollars and Zero cents ($100,000.00), to The unexpended balance of the appropriation to the local government division in Subsection 407 of Section 34 of Chapter 277 of Laws 2019 to plan, design, repair and make improvements to the city-owned facility occupied by the Solace crisis treatment center in Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, furnish and equip phase 2 improvements at Southwest Activity Node park in Santa Fe in Santa Fe county. The time of expenditure is extended through fiscal year 2025.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and Zero cents $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[15], if applicable, Zero Dollars and Zero Cents ($0.00), which equals One Hundred Thousand Dollars and Zero cents ($100,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[16] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

[15] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[16] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

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

Grantee: City of Santa Fe
Name: David Chapman
Title: Grant Administrator
Address: 500 Market ST Santa Fe NM 87501
Email: dachaoman@ci.santa-fe.nm.us
Telephone: 505-955-6824

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

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

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025,** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by

the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
(ii) Twenty (20) days from date of Early Termination; or
(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:
(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse

the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

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

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate

bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have agreed to this Capital Appropriations Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 14, 2025 14:23 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks/Trails CIP	12/11/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Swan Park Ph II	3559980	572970	PRK2535501-Construct-CONSTRUCT	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 23-H4259 Swan Park Ph II	3559980	490210	PRK2535501-Construct-CONSTRUCT	(100,000)	
				$ -	$ -

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

Agreement with DFA to construct Ph II at SWAN Park in the total amount of $100,000. (23-H4259 Term: 06/30/2025)

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

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

Halona Crowe	12/11/2024	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Andy Hopkins	Feb 21, 2025
Prepared By *{print name}*	Date		Budget Officer	Date
Melissa McDonald	Feb 21, 2025	**CITY COUNCIL APPROVAL**		
Division Director	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}*	Date
Regina Wheeler (Feb 21, 2025 09:15 MST)	Feb 21, 2025	*Agenda Item #:*		
Department Director Signature	Date		City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/11/2024

Project Title: SWAN Park Phase III Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PRK2535501 - request to add 3rd Phase

Grant ID: S2550

Approved By: Erika Lujan (Dec 12, 2024 11:37 MST)

Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 505-231-6194

Project Date Range: 12/10/2024 to 06/30/2025 ☑ Create Fixed Asset

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

Funding Source: NM DFA 23-H4259 % of Funding: 100%

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: 3RD DFA CAP TIED TO SWAN PARK PL

GRANTS ONLY:

Grantor Name: 23-H4259 DFA CAP SWAN PARK Awarded Amount: 100,000.00

AR Charge Code: 3559980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

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

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

Signature: Scott Overlie
Scott Overlie (Feb 21, 2025 08:50 MST)

Email: saoverlie@santafenm.gov

CITY OF SANTA FE

Date: April 4, 2025

To: Finance Committee and Governing Body

Via: Emily Oster, Finance Department Director

From: Travis Dutton-Leyda, CPO, Purchasing
Patrick Lucero, IT/Finance Project Manager, Finance

Subject: eProcurement/Sourcing Software Contract

Vendor Name: Vertosoft, LLC, Subcontractor: OpenGov

Vendor Number: 10788

ACTION:
Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov eProcurement solutions and Implementation Services in the total amount not to exceed $550,236.73, plus NM GRT, for a Five-Year Term. (Travis Dutton-Leyda - tkduttonleyda@santafenm.gov; 505-629-8351)

BACKGROUND AND SUMMARY:

The City of Santa Fe intends to procure OpenGov eProcurement module and related software via an existing OMNIA Partners cooperative Master Agreement (No. 01-165) with Vertosoft, LLC. This software will be a valuable tool for City staff to streamline procurement processes, enhance supplier engagement, and improve contract management.

In December 2023, Purchasing implemented the Tyler Munis BID Module in an effort to modernize solicitation management. However, this module has proven to be unreliable and difficult to use. It frequently experiences errors, disrupting daily operations. Vendors regularly call for assistance in submitting bids due to the system's complexity and ongoing issues, and our internal end users struggle to navigate it efficiently. These persistent challenges have led to inefficiencies, frustration, and unnecessary administrative burdens.

Purchasing and IT have dedicated countless hours working with Tyler to resolve these issues and improve the Bid Module, but the system remains problematic. Despite ongoing efforts, Tyler has acknowledged that significant enhancements would take years to develop. Continuing with this system would require prolonged troubleshooting and costly workarounds, delaying the City's ability to implement an effective, modern procurement solution.

As part of its efforts to identify a better procurement sourcing tool, the City evaluated multiple eProcurement solutions. After extensive market research, product demonstrations, and reference checks with other government agencies, OpenGov emerged as the best-in-class solution. OpenGov offers a proven, modern platform that brings Santa Fe into the present with its user-friendly, cloud-based eProcurement system. This software has been successfully implemented by 375 government entities and features a robust vendor network, ensuring broader competition and improved supplier engagement. Additionally, OpenGov will assist with implementation and provide direct support to vendors at no cost, reducing the workload on City staff.

The software will support key procurement functions, including request management, solicitation development, supplier outreach, bid evaluations, contract assembly, and e-signature capabilities. It provides a centralized platform to improve procurement workflows, ensure compliance, and increase transparency in vendor selection and contract execution. The platform's intuitive design and mobile-friendly interface will allow staff to manage procurement activities efficiently from any location.

The contract will be for a five-year term, with a total contract amount not to exceed $550,236.73, plus NM GRT. The expected cost in the first year is $154,624.69, plus NM GRT, of which approximately $59,909.85 will be one-time implementation costs. The remaining amount will cover the annual software subscription. Costs for subsequent years will include only the annual subscription fee.

PROCUREMENT METHOD:
The procurement method is the OMNIA Partners contract 01-165 which has an initial expiration date of April 30, 2026

Chief Procurement Officer Approval: _____ **Date:** 04/04/2025

Supporting Information: 13-1-135

CONTRACT NUMBER:
The FY25 Munis contract number: TBD

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**
The funding source is: **Finance ERP**
Munis Org/Object: 3251501/510340

Approval: Andy Hopkins **Title: Budget Officer** **Date:** 04/04/2025
Comment & Exceptions: -

Grant Award Number: **N/A**
Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☐**Yes |** ☒ **No**

Repair or Replacement of Existing Equipment:
☐**Yes |** ☒ **No**

Capital Project:
☐ **Yes |** ☒ **No**

Department Approvals:
IT Components: ☒ **Yes |** ☐ **No**

Approval: _____ **Title: City CIO** **Date:** _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Travis Dutton-Leyda - tkduttonleyda@santafenm.gov; 505-629-8351

ATTACHMENTS:
General Services Contract
Statement of Work
Vendor's Quote
OMNIA Master Agreement
Certificate of Liability Insurance
CPO Determination
Horizons Declination
ITT Approval Form

Item #: _____
Munis Contract #: _____
OMNIA Partners Master Agreement #: 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Vertosoft, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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.

2. **Scope of Work**

A. The Contractor shall perform the scope of work outlined in Exhibit A.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

A. The total amount payable to the Contractor under this Contract shall not exceed five hundred fifty thousand, two hundred thirty-six dollars and seventy-three cents ($550,236.73 plus applicable New Mexico Gross Receipts Tax (GRT). The tax amount for the first year will be calculated based on the out-of-state rate of 4.875%, totaling $7,537.95. In subsequent years, GRT will be assessed at the applicable current rate and paid accordingly. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL

NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from the date of final signature.** The City Reserves the right to extend pursuant to NMSA 1978, Section 13-1-150.

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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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 Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as

determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in 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 because of this Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the 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 Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor 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. The contractor 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 Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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 Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16.

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

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

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 Contract; Merger**

This Contract incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the Vertosoft state or agency Master Agreement, established and maintained by OMNIA Partners, number 01-165, and through this language hereby incorporates this contract by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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 Contract 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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 Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract 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 Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

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

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 Contract 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 Contract, 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:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) 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:

1) 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;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) 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 Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this

Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. 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 Contract.

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.

To the City:	To the Contractor:
Emily Oster Finance Director City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 **ekoster@santafenm.gov**	Carly Moore Vertosoft, LLC 1602 Village Market Blvd SE, Suite 320 Leesburg, VA 20175 carly.moore@vertosoft.com, 540-998-8361

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

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

CITY OF SANTA FE:

_____
MAYOR ALAN WEBBER

DATE: _____

CONTRACTOR:

H. Jay Colavita
_____
Jay Colavita, President & Founder

DATE: 04/03/2025

NMBTIN: ~~81-3911287~~

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 04/04/2025
_____
FINANCE DIRECTOR

Exhibit A

Statement of Work

City of Santa Fe, NM

Creation Date: 03/26/2025
SoW Expiration Date: 06/26/2025
Document Number: PS-08369.2
Created by: A.C. Long

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Santa Fe, NM ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.
   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.
   4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
   4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
   4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

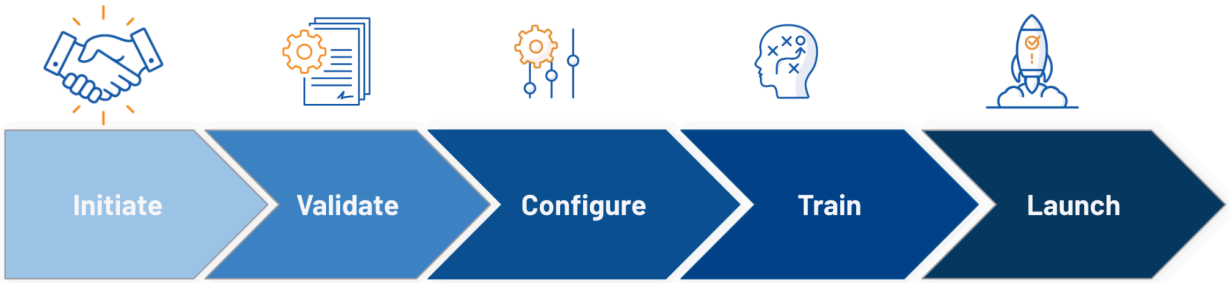
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1		Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning						
Validate	Requirements Matrix, Validation Workshops						
	Solicitation Development						
	Solicitation Templates						
	Contract Managment						
Configure	eSignature & Contact Assembly						
Train	Admin Training						
Launch	Go Live, HyperAdpotion, Project Closure						

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Request Management
- Contract Management

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
  - Confirm list of templates
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:
- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:
- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:
- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria
- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:
- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:
- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria
- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:
- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to four (4) total Solicitation Template(s) from customer provided templates:
    - Three (3) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.

    - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Request Management

OpenGov will:

- Configure Request Management settings.
- Provide up to ten (10) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide Request Management Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to two (X) total Contract Template(s) from customer provided templates :
    - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.
    - One(1) Construction Contract Template will be built based on examples collected from the customer up to two hundred (200) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

DocuSign eSignatures

OpenGov will:

- Enable DocuSign integration.
- Provide instructions on how to connect DocuSign.

Customer will:

- Gather and provide relevant process information for DocuSign integration.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on the DocuSign Integration.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
  - Proposal Viewer Agreement
  - Interview Invitation
  - Non-Award Letter
  - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Creating Bids with Generic Templates
    - Request Management
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
    - Writing Solicitations using templates
    - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Admin Documents

- PDF or Word format

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 3/28/2025, 2:53 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-11024
Expires On: 4/30/2025

Ship To
City of Santa Fe, NM

Quote For:
Name: Travis Dutton-Leyda
Company: City of Santa Fe, NM
Email: tkduttonleyda@santafenm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2024
Overall POP End Date: 4/30/2030

Term 1 Period of Performance: 05/01/2025 - 04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,148.04	$5,148.04
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$89,566.80	$89,566.80
OG-TWDP-B300500M-OT-0Y	Professional Services Deployment - Time and Materials Billed Monthly as Incurred - Between $300-500 Million - 0Y	231.00	$259.35	$59,909.85
			Term 1 TOTAL:	$154,624.69

Term 2 Period of Performance: 05/01/2026 - 04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,276.74	$5,276.74
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$91,805.96	$91,805.96
			Term 2 TOTAL:	$97,082.70

Term 3 Period of Performance: 05/01/2027 - 04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 3 TOTAL:	$99,509.78

Term 4 Period of Performance: 05/01/2028 - 04/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 4 TOTAL:	$99,509.78

Term 5 Period of Performance: 05/01/2029 - 04/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 5 TOTAL:	$99,509.78

TOTAL: $$550,236.73

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Vertosoft OpenGov Contract - City of Santa Fe

Final Audit Report 2025-04-04

Created:	2025-04-03
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTgxQtm_WNQ0qSfaQ9S2L5bJTUOUwI1r

"Vertosoft OpenGov Contract - City of Santa Fe" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-04-03 - 11:09:28 PM GMT- IP address: 63.232.20.2

Document emailed to Howard Colavita (jay@vertosoft.com) for signature
2025-04-03 - 11:15:43 PM GMT

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-04-03 - 11:15:43 PM GMT

Restricted visibility Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-04-03 - 11:27:59 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-04-03 - 11:28:16 PM GMT - Time Source: server- IP address: 76.127.1.192

Restricted visibility Email viewed by Howard Colavita (jay@vertosoft.com)
2025-04-04 - 1:51:56 AM GMT- IP address: 104.47.59.254

Restricted visibility Document e-signed by Howard Colavita (jay@vertosoft.com)
Signature Date: 2025-04-04 - 1:53:43 AM GMT - Time Source: server- IP address: 71.171.87.208

Agreement completed.
2025-04-04 - 1:53:43 AM GMT

Powered by Adobe Acrobat Sign

Exhibit B

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 3/28/2025, 2:53 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Santa Fe, NM

Contract: Open Market

Quote #: Q-11024
Expires On: 4/30/2025

Ship To
City of Santa Fe, NM

Quote For:
Name: Travis Dutton-Leyda
Company: City of Santa Fe, NM
Email: tkduttonleyda@santafenm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2024
Overall POP End Date: 4/30/2030

Term 1 Period of Performance: 05/01/2025 - 04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,148.04	$5,148.04
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$89,566.80	$89,566.80
OG-TWDP-B300500M-OT-0Y	Professional Services Deployment - Time and Materials Billed Monthly as Incurred - Between $300-500 Million - 0Y	231.00	$259.35	$59,909.85
			Term 1 TOTAL:	$154,624.69

Term 2 Period of Performance: 05/01/2026 - 04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,276.74	$5,276.74
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$91,805.96	$91,805.96
			Term 2 TOTAL:	$97,082.70

Term 3 Period of Performance: 05/01/2027 - 04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 3 TOTAL:	$99,509.78

Term 4 Period of Performance: 05/01/2028 - 04/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 4 TOTAL:	$99,509.78

Term 5 Period of Performance: 05/01/2029 - 04/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between $300-500 Million - 3Y	1.00	$5,408.66	$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between $300-500 Million - 3Y	1.00	$94,101.12	$94,101.12
			Term 5 TOTAL:	$99,509.78

TOTAL: $154,624.69

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Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Prepared for:
City of Santa Fe, NM

OpenGov Procurement frees teams from the drudgery of manual and paper-based processes through an easy-to-use solution built specifically to manage government procurement workflows. By leveraging OpenGov, City staff will reduce labor-intensive tasks and shorten procurement timelines, resulting in faster project approvals, more efficient staff time use, and a streamlined procurement process that ensures high-quality outcomes while maintaining City standards. In addition, staff will be able to produce high-quality, consistent, and compliant solicitations while providing transparency and clear communication to suppliers that will help them understand and respond to solicitations more effectively. OpenGov is highly regarded nationally by vendors for the ease of use of logins, solicitation notifications, guided response workflows, and contract onboarding.

Key Challenge:

- Increasing demand on procurement staff
- Departments lack a standardized process; risk of noncompliance
- Decentralized development of contracts and solicitations
- Lack of staff knowledge on how to develop scopes of work

Future Goals with OpenGov:

- "Canning" as much of the process to limit variables departments manage
- Eliminate unnecessary work through automation and efficiency of process
- Standardization of purchasing process to increase efficiency, consistency, and compliance

Key Priorities:

- **Simplify and centralize the procurement process** to free up time to strategize ways to reform department processes and ensure maximum productivity
    - Enhance visibility and collaboration
    - Reduce risk of errors or delays

- **Centralize solicitation assembly** processes to be more efficient so the City can produce greater number of solicitations and allow staff to be more strategic and productive

- **Adopt a solution** that's easy to use, learn, and update

OpenGov is used by many jurisdictions in NM such as **Gallup, New Mexico Secretary of State, and Taos County. Las Cruces, Carlsbad, and Roswell are just beginning their projects.** Throughout the country, we also work with the cities of: Orlando, FL, Cleveland, OH, Santa Monica, CA, Norfolk, VA, Pittsburgh, PA, Pierce County, WA, Orange County, FL and many more. It was also the software of choice for three of the last four NIGP (National Institute of Government Procurement) Presidents. We also partner with municipalities on the Tyler Munis financial system including: Pasadena, CA; Sugar Land, TX; Town of Queen Creek, AZ; Napa, CA; Surprise, AZ, Schaumburg, IL; and Newport News, VA.

Top Benefits of OpenGov Procurement:

- **50-90% Less Time Building Solicitations**
  - Empowering the City to take on more solicitations and focus on high-value work with the industry's only automated solicitation builder
  - **Orlando, FL** used to take 4 Weeks to develop RFxs; Now under 1 hour - *(99% less)*
  - Palmdale Water District, CA - *We cut our solicitation time from 1 week to 15 minutes.*
  - Phoenix, AZ - *It's intuitive. I don't have to put a user guide together. After a two-hour training, someone can create an IFP and put it out on the same day."*

- **100-300% Increase in Published Bids & Bid Views**
  - Reduce barriers to entry for local and DBE vendors with a public, guided bid portal backed by live chat support, automatic alerts and error checking
  - Groveland, FL - I will never go to another system again. This platform is so intuitive; it doesn't need any training. I've heard this from my end users and my suppliers."

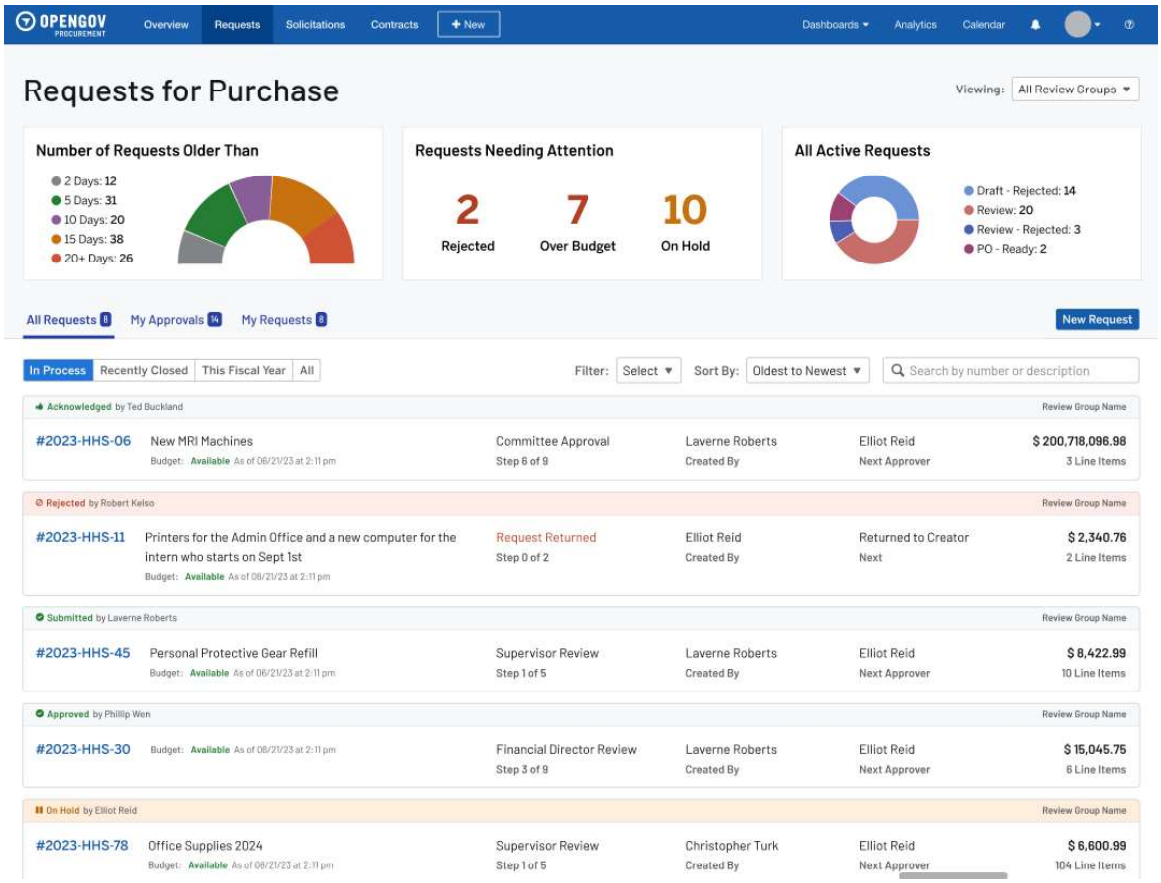
- **2-4x More Supplier Responses**
  - Drive up competition and get better pricing for the City
  - Milpitas, CA - sees 3x more supplier responses
  - **Tucson, AZ** Receives positive feedback from suppliers & internal stakeholders

- **50% Faster Training & Onboarding & 30% Increase in Collaboration**
  - Attract and retain next generation of government employees
  - Dynamic workflows enable departments throughout the City to seamlessly collaborate throughout the requisition, procurement, and contracting process
  - **Pasadena, CA** Speeds Up Onboarding *: If six months is considered the benchmark to train a new staff member,we can now get that same person ready in half the time."*
  - Lebanon, NH - *A new hire did an entire solicitation on her first try; the software allows us to do this, you don't need to be tech-savvy."*

- **1.5 - 2x Return on Investment**
  - Accounts for employee staff time and hard dollar cost savings from increased competitive pricing received during solicitations
  - Collin College, TX - Just that one solicitation right there was single-handedly worth acquiring OpenGov."

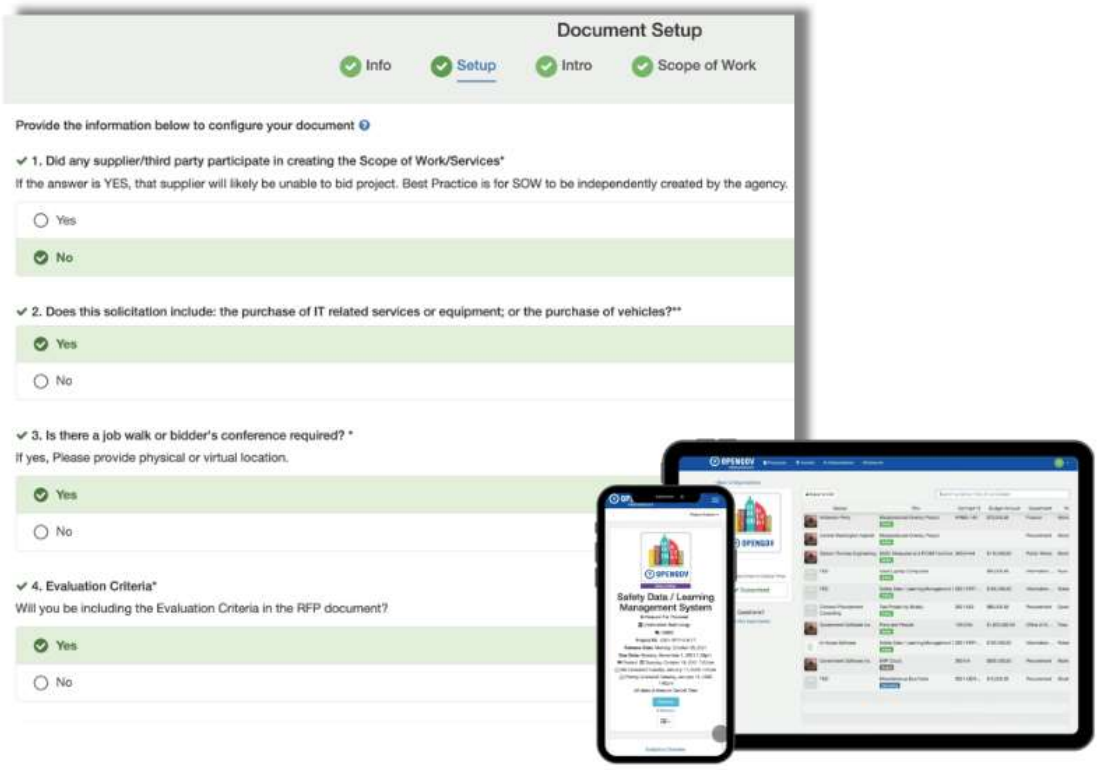
OpenGov Procurement & Contract Management

Request Management



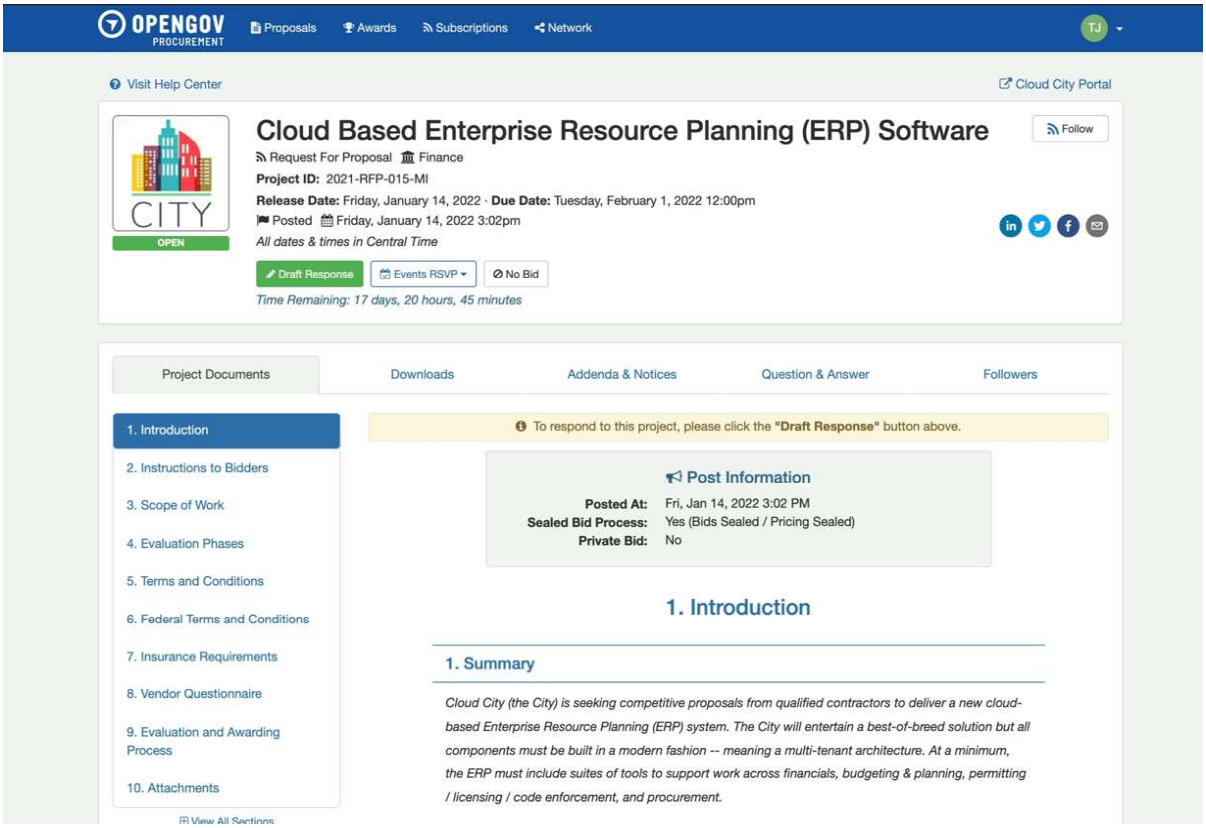
- Fast track requisitions with automation, compliance and total control and bridge the gap between requests and procurement
- Create agency- or department-level rules to define roles, custom flags, and spending thresholds to ensure compliance and transparency throughout the workflow process.
- Collaborate, track, and buy strategically with unlimited licenses, guided approvals, and data capture. Enjoy a self-service experience and make informed purchases with bulk buying insights.
- Approved requests move directly into scope and solicitation workflows. This ensures accuracy and eliminates manual re-entry and delays. Leaders have instant access to all documentation, ensuring audit-ready processes.

Solicitation Development



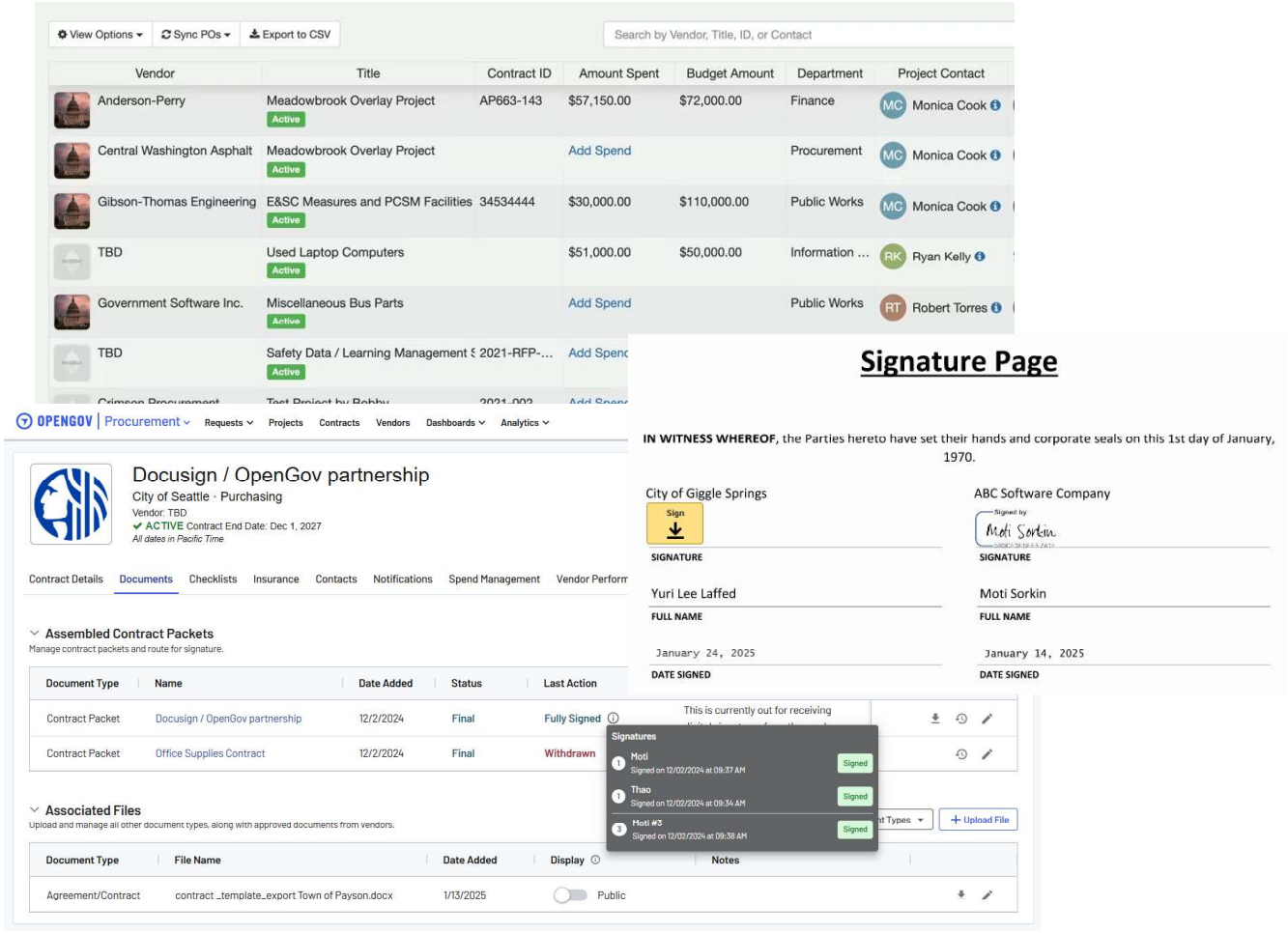
- Centralize Compliance and Control, Decentralize Work
- No more copying/pasting using word processors, or having to track down Scope terms. Empower internal customers and improve workflow with a fully guided intake module reinforced with automatic error checking. Now your SMEs can either start from scratch using intelligent boilerplate automation to draft their scope of work, or leverage existing templates from our vast publicly shared Solicitation Library for your review.
- Click-to-Creation Automation
- Users build solicitations by answering guided questions. The answers determine the necessary forms and documents. The RFx/bid documents are then automatically written.
- Collaborate in real time to increase transparency, accountability, and productivity. Reduce internal conflict by aligning on clause-level security, audit trails, and workflows all within the platform.
- In-line comments and task assignments, Automated alerts, Calendar integration, Redlining and detailed auditing, and Project tracking: Pipelines/stakeholder timelines
- **Do Less of** Working with Word processor documents, Relying on emails to manage task

Supplier Engagement + Evaluations & Awards



- Achieve unprecedented collaboration and earn 3-4x more supplier responses with OpenGov Procurement.
- Achieve equity, better results, and supplier happiness with the winning recipe: easy access, bi-lateral workflows, and automation.
- Align SMEs and Procurement; Maximize Strategic Purchasing
- **Collaboration:** Supplier diversity, real-time chat support, and Q&A management.
- **Automation:** Addenda acknowledgments, calendar updates, and reminders.
- **Transparency:** Sealed bids, multi-phase bid opening support, workflow and vendor activity reporting, and online public bid openings.
- **Ease of Use:** Digital signatures, online forms, electronic notary, bid bonds, self-service vendor database, and guided proposal submissions.
- Centralize evaluation committee management
- Support lump-sum and line-item awarding
- Leverage bid tabulations and side-by-side scoring
- Send solicitation results with one-click supplier awarding and email notifications
- Automated reminders and alerts
- Get insight and report on individual and cumulative score sheets, plus award summaries
- Real-time in-platform Q&A
- Integrated calendar updates and alerts

Contract Management



- OpenGov Procurement's industry-best features help your organization stay compliant, increase transparency, and automate your most time-consuming tasks.
- Author, review, and approve accurate and compliant contracts
- Rate and document vendor performance; file complaints when necessary
- Automate compliance with records retention policies
- Invite team members to assist and collaborate on contract drafting and reviews
- Reduce public records requests with self-service public portal
- Stay aligned with stakeholders using live chat and clause-level task assignment
- Manage terms and renewals with electronic bi-lateral workflows
- Easily track COI expiration dates with real-time alerts and supplier notifications
- Search by product description to locate associated contracts
- Keep projects fully in-line with stakeholders, using eProcurement automation integration
- Generate intuitive reports on contract spend and not-to-exceed amounts

Region 14 ESC

Contract # 01-165

for

Software Products and Services

with

Vertosoft, LLC

Effective: May 1, 2023

RFP Response

for

Software Products and Services

07-23

Presented by:

Vertosoft LLC
1602 Village Market Blvd. #320
Leesburg, VA 20175

DUNS# 080431574 & Cage Code: 7QV38
GSA Contract # GS-35F-688GA
Certified Small Business Concern
Federal Tax ID: 81-3911287

Chet Hayes
Chief Technology Officer
571.707.4137
chet@vertosoft.com

www.vertosoft.com

03/23/2022

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Tab 1 – Master Agreement / Signature Form

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

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Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

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- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

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Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

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Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

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SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Vertosoft LLC
Company Name

1602 Village Market Blvd SE Suite 320
Address

Leesburg	VA	20175
City	State	Zip

571.707.4137
Telephone Number Fax Number

chet@vertosoft.com
Email Address

Chet Hayes	Chief Technology Officer
Printed Name	Position

Chet Hayes
Authorized Signature

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and VertosoftLLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

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Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Vertosoft LLC
Organization	Vendor Name
Sarah Vavra	Chet Hayes
Name	Name
Sr. Vice President, Public Sector Contracting	Chief Technology Officer
Title	Title
5001 Aspen Grove	1602 Village Market Blvd SE Suite 320
Address	Address
Franklin, TN 37067	Leesburg, VA 20175
Address	Address
Sarah Vavra	Chet Hayes
Signature	Signature
May 1, 2023	03/22/2023
Date	Date

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia **(Selecting this box is equal to checking all boxes below)**			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

X All U.S. Territories and Outlying Areas **(Selecting this box is equal to checking all boxes below)**	
American Samoa	Northern Marina Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

X All Canada Provinces and Territories **(Selecting this box is equal to checking all boxes below)**	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan
New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

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If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

X Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe **X** No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

X N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

X Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct
X Authorized Distributor
☐ Value-added reseller
X Certified education/government reseller
☐ Manufacturer marking through reseller
☐ Other:

Processing Contact Information

Contact Person:	Jay Colavita
Title:	President
Company:	Vertosoft
Address:	1602 Village Market Blvd. SE Suite 320
City/State/Zip:	Leesburg, VA 20175
Phone:	703.568.4703
Email:	contracts@vertosoft.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

X Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

X Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

  Vertosoft LLC

- *Brief history of your company, including the year it was established.*

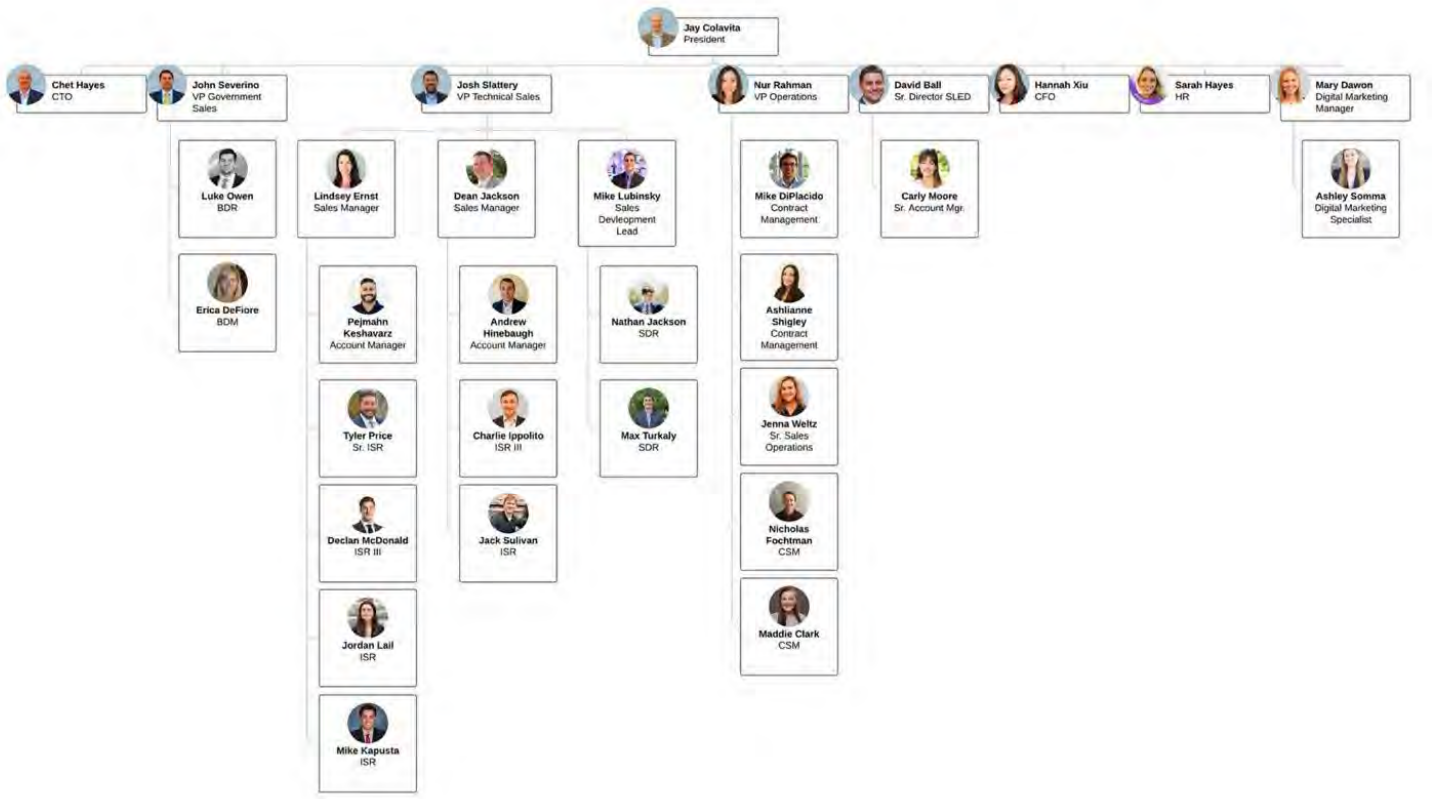
  Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

- *Company's Dun & Bradstreet (D&B) number.*

  080431574

[REST OF PAGE INTENTIONALLY BLANK]

- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

  Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

  - *List the number of sales and services offices for states being bid in solicitation.*

    Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

  - *List the names of key contacts at each with title, address, phone and e-mail address.*

    Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

i. Executive Support

Jay Colavita, President
jay@vertosoft.com
703.568.4703

ii. **Marketing**
Mary Dawson
mary@vertosoft.com
703.298.5052

iii. **Sales**
Josh Slattery, VP of Technology Sales
josh@vertosoft.com
703.915.7856

iv. **Sales Support**
Nur Rahman, Director of Operations
nur@vertosoft.com
571.355.5347

v. **Financial Reporting**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

vi. **Accounts Payable**
Hannah Xiu, Chief Financial Officer
hannah@vertosoft.com
571.216.2502

vii. **Contracts**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

- *Define your standard terms of payment.*

  Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

  ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
  - *Cities / Counties*
  - *K-12*
  - *Higher Education*
  - *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

  Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

  - Maintaining product catalogs and price lists on different government contract vehicles.
  - Error free quoting to the government on behalf of our technology partners.
  - Efficient purchase order (PO) processing from our public sector customers.
  - Efficient PO delivery to our technology partners.
  - Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
  - Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

  Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

  Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

  Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

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the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

  Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

  In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

  Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

  Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

  As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

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entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

  Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*

  - *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

  As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

  Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

  As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

  We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

  We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

  Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

  Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

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Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
  - *Describe your organizations' anti-discrimination policy.*

    As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:
    - Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
    - Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
    - Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
      - **Recruitment and selection**–Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
      - **Promotion**–Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
      - **Transfers**–When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
      - **Terminations**–When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

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- *Vendor Certifications (if applicable)*
  - *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY
101 N. 14th Street, 11th Floor
Richmond, VA 23219

VERTOSOFT LLC

is a certified Small
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 725842
Valid Through: Apr 1, 2026

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.

Software

Alation	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.
AUTOMATION ANYWHERE Go be great.	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.
BeyondTrust	**Commercial-Off-the-Shelf (COTS) Software, Security Software** BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access

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	management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments. With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.
bizagi	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.
Chainbridge TECHNOLOGIES	**Commercial-Off-the-Shelf (COTS) Software, Communication Software** Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.
CLAROTY	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and

	secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.
DataRobot	**Commercial-Off-the-Shelf (COTS) Software, Application Software** DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.
DEVO	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.
digital.ai	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development**

	Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.
EcoInteractive	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.
ENVEIL ENCRYPTED VEIL	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni

	with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
ESPER	**Commercial-Off-the-Shelf (COTS) Software, Application Software** The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.
harness	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development** Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).
HCL	**Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software** HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.

iDocket	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.
IMMERSIVELABS	**Commercial-Off-the-Shelf (COTS) Software, Educational Software** 77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.
KEEPER	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.
MyWorkDrive	**Commercial-Off-the-Shelf (COTS) Software, System Software** MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time

	online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.
OPENGOV	**Commercial-Off-the-Shelf (COTS) Software, Application Software** OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
PublicInput	**Commercial-Off-the-Shelf (COTS) Software, Application Software** PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
Red Hat	**Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development** Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions.
SOMA GLOBAL	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with

	SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
StreamSets	**Commercial-Off-the-Shelf (COTS) Software, Application Software** At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.
Swiftly	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.
ThirdLine	**Commercial-Off-the-Shelf (COTS) Software, Application Software** ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10

	modules to expedite audits, monitor operations, and find fraud, waste, and abuse.
Tricentis	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.
UDACITY	**Commercial-Off-the-Shelf (COTS) Software, Training** Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.
vArmour	**Software, Commercial-Off-the-Shelf (COTS) Software, Security Software** vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.

VIRTUALITICS	**Software, Commercial-Off-the-Shelf (COTS) Software, Application Software** Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights. Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.
VL VISUAL LEASE	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities. We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.
workiva	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise. Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.

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ZIMPERIUM.	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.

Services

Category	Services
Financial	Reporting Automation - Comprehensive Annual Financial Report (CAFR)
Financial	Reporting Automation – Financial Statements
Financial	Reporting Automation – Budget Book
Financial	Reporting Automation – Budget Simulations
Financial	Accounting Automation – Automated Reconciliations
Financial	Accounting Automation – Robotic Process Automation
Cloud	Managed Cloud Services
Cloud	Cloud Governance – Compliance, Financial Management
Cloud	Application Modernization
Cloud	Cloud Readiness Advisory
Machine Learning	App Accelerators
Machine Learning	Data Operations Pipeline
Machine Learning	Enhanced Robotic Process Automation – BOT development
Cybersecurity	Software Bill of Materials (SBOM) creation
Cybersecurity	Secure software supply chain risk management
Financial Service Offerings	Fair Market Value Lease
Financial Service Offerings	Purchase Option Lease
Financial Service Offerings	Payment Agreements
Financial Service Offerings	Direct and Indirect Financing

Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.

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Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

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Tab 7 – Pricing

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

Tab 8 – Value Added Products and Services

Presales Engineering Talent

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

Quality and Responsiveness

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Dedicated Customer Success Management Team

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

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Marketing and Training

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

Secure Software Supply Chain

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

Minority and Women Business Enterprise (MWBE) and HUB Participation

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

Government Financing and Structured Payment Plans

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

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Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

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FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Authorized Signature	Chet Hayes
Date	03/22/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Telephone Number	571.707.4137
Fax Number	
Email Address	chet@vertosoft.com
Printed Name	Chet Hayes
Title	Chief Technology Officer
Authorized Signature	Chet Hayes

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

CITY OF SANTA FE INFORMATION & TECHNOLOGY	ITT City of Santa Fe Information Technology Services For Questions on this form please email to ITT Review at: ereview@santafenm.gov

IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Travis Dutton-Leyda **Date:** 03.31.2025

Division: CoSF Public Utilities and Public Works **Phone:** 505.629.8351

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: Tyler Munis
   (version/module) _____
2. Number of current users : <100
3. Who is responsible for updating / troubleshooting the current solution?
   - ■ ITT Representative (division/position/name/contact info):_____
   - ☐ Vendor (name / contact info): _____
   - ☐ City Department's representative (name/contact info):_____
   - ☐ 3rd Party Contractor (name/contact info): _____
   - ☐ Other: (Company/name/contact/allocated hours/mo):_____

   _____
4. Is the current system hosted in the cloud or locally by the City:
   - ☐ Hosted on ITT servers (name and location): _____
   - ■ Hosted on Cloud (provider name and link): https://intranet.santafenm.gov/munis
5. What are main features you are utilizing with the current software:
   Accounts payable, Contract management, expenses, purchasing

   _____
6. Describe the limitations of the current software that new proposed solution will remedy:
   Missing functionality of maintenance management activities, work order management, life cycle cost analysis
   risk and criticality assessment, capital improvement planning, asset data reporting
7. What is the extent of the data that will be transferred to the new solution from the current solution:
   - ☐ All the data will be transferred and deleted from existing accounts;_____
   - ■ Only partial/or no data will be transferred, and the data will be backed up into local drive. (where?)_____
   - ☐ No data will be transferred and backed up
8. Will there need to be an archival copy of the current solution maintained? ☐ No_____
   - ■ Yes (if yes – by who, and how long): Tyler munis will be the file of record
   - ☐ Uknown (specify): _____

Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: OpenGov
   (version/module):_____
10. What is the goal of the requested application? Managing aspects within municipal government, increase efficiency
11. Number of users that will be utilizing the system and will need licenses: _____
12. How many users will be covered by current quote?: unlimited, no limit on number of users
13. Single sign on – is this solution capable of:
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ■ Other SSO: 2FA email + code

    SAML SSO
14. Will the new solution be hosted and where:
    - ☐ Locally (address): _____
    - ■ or in the Cloud (address): Hosted in the cloud > US Region of AWS (Oregon)
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ■ or the Vendor (assigned staff): Updates made by OpenGov
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email _____
    - ☐ Network_____
    - ☐ GIS portal/databases* _____

      If yes answer GIS Module (specify below)

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
    - ☐ ITT Representative (division/name/contact info):_____
    - ■ Vendor (name / contact info): OpenGov handles migration of data if needed
    - ☐ City Department's representative (name/contact info): _____
    - ☐ 3rd Party Contractor (name/contact info): _____
    - ☐ Other: (Company/name/contact/allocated hours/mo):_____
18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution?

Unknown	Under 3 months	3 to 6 months	6-12 months	More than 1 yrs	Other:
		3-6 months			

19. How or who handles any requests for support for the requested application?

Open Gov vendor > Shiloh Rogers Team

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs? https://opengov.com/service-sla/

No Vendor Support	Limited to # hours: _____ 24 hours - Typically faster	Unlimited Business Hours	Unlimited 24/7	Other:

20a. Please include Service Level Agreement details_____

21. Vendors contact information for technical questions regarding this new solution:
Shiloh Rogers +4 team members : srogers@opengov.com
David Bar-Or : dbaror@opengov.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?
May require API settings to write back to Tyler Munis as the file of record

23. Is there different level of access to the requested application? If so, how is access handled?
Different levels of access > adminstrator > users
permissions managed by admin level

24. Will AI component be utilized in the application?
No____Explanation:_____
Yes X___Explanation: 2 AI Component > scope of work > finding new suppliers

25. Is there an option to utilize Enterprise AI version if available?
Yes can enable or disable AI

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?
scope of work AI > chatgpt plugin can be disabled

27. Does the quote include Enterprise version option? Yes

28. Will AI component be reviewed first with a test group?_____
Will you require ITT to set up the security and privacy settings on AI component?
No X___Explanation: IT support not needed
Yes___Explanation:_____

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT?
https://opengov.com/trust/

30. Does this have Incident management component and how this will be managed?
No____Explanation:_____
Yes ☑ Explanation: SLA followed on security breaches > Master service agreement and SLA followed

ITT GIS Discovery questions

31. Will you require APA/Map service?
NA
32. Who is your City GIS Contact?: NA
33. List of data needed for map service: NA
34. Is there a data that needs to be reconciled back into City GIS databases?:
35. Will you need City GIS Team to create you field app/ dashboards/ additional services?
36. Will you require City's Esri Licenses and how many?:
37. Will this affect City's ESRI service agreement in any way?:

ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?

- [x] City Department Project Manager
- [ ] Vendor Project Manager
- [ ] ITT Enterprise Project Management Office Project Manager
- [ ] Other Travis Dutton + Patrick

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

- [x] Enterprise System Upgrade (i.e. Munis/UKG(Kronos)
- [x] New application selection, purchase, and implementation

For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

☐ Yes (Requires Division Approval) ☒ No

B. Will this implementation and management require ITT staff hours?

☐ Yes (Requires Division Approval) ☒ No

C. Was the requested software vetted by ITT Security officer?

☒ Yes ☐ No (Requires Security Officer Approval)

D. Does the requested solution have Single Sign enabled?

☒ Yes ☐ No (Requires Security Officer Approval)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☒ No

Request Approved? ☒ **Yes** ☐ **No** (requires CCB)

Approver's Name/ Signature: Zarifa Dushdurova EAS Manager Date: 04/02/2025

Lorraine Nobes (PMO Manager) comments:
Per the conversations during E-review meeting for the purchase of OpenGov procurement software, OpenGov representatives stated integrations to Munis are not required for initial implementation. OpenGov representative David Bar-Or stated that other customers who use Munis do not create a Munis integrations and OpenGov procurement software can and will operate as a stand alone program for the City of Santa Fe. Travis Dutton-Leyda agreed that his staff will manage manual data transfer requirements into Munis, as needed, since OpenGov procurement software will reduce other manual work. Travis also agreed to act as project manager for the city of Santa Fe to work with the OpenGov project manager.

If integrations into Munis are needed in the future for OpenGov procurement software, those integrations will be a considered a separate project which IT EPMO can support in 6-12 months.

Based on this criteria, I approve the purchase of OpenGov procurement software at this time

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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 Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 703-667-5940 **FAX (A/C, No):** 703-991-4838 **E-MAIL ADDRESS:** certs@preferins.com
INSURED VERTLLC-01 Vertosoft LLC 1602 VILLAGE MARKET BLVD SE STE 320 Leesburg VA 20175	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance 20508 **INSURER B :** Continental Casualty Company 20443 **INSURER C :** Continental Insurance Company 35289 **INSURER D :** Arch Specialty Insurance Company 21199 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 838707780 **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:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	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	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
C	**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	Y	7013027475	12/1/2024	12/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate	5,000,000

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

Re: City of Santa Fe is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos). Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

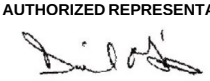
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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From: ITT E-Review
To: DUTTON-LEYDA, TRAVIS K.
Cc: ITT E-Review; NOBES, LORRAINE E.; CANDELARIA, ERIC D.; GREGORY, DYLAN J.
Subject: RE: CoSF ITT-E-review follow up.
Date: Wednesday, April 2, 2025 9:45:41 AM
Attachments: E_review_Fillable_final_2025 - OpenGov_Signed.pdf
image001.jpg
image002.png

Good morning Travis,

The request to purchase OvenGov module has been approved. Note that we will not be able to assist with API to Munis at this time, and this is something that will have to go through a separate process with IT PMO. Meanwhile, we would want you to continue working with Tyler to improve the current Bids / Procurement module, as you have been doing.

Thank you!

Zarifa Dushdurova
Enterprise Applications and Systems (EAS) Manager,
City of Santa Fe Information Technology & Telecommunications
Mouton Hall, Midtown
Cell – 505.795.1175
zxdushdurova@santafenm.gov

From: NOBES, LORRAINE E. <lenobes@santafenm.gov>
Sent: Tuesday, April 1, 2025 4:31 PM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>
Cc: ITT E-Review <ereview@santafenm.gov>
Subject: Re: CoSF ITT-E-review follow up.

Per the conversations during E-review meeting for the purchase of OpenGov procurement software, OpenGov representatives stated integrations to Munis are not required for initial implementation. OpenGov representative David Bar-Or stated that other customers who use Munis do not create a Munis integrations and OpenGov procurement software can and will operate as a stand alone program for the City of Santa Fe. Travis Dutton-Leyda agreed that his staff will manage manual data transfer requirements into Munis, as needed, since OpenGov procurement software will reduce other manual work. Travis also agreed to act as project manager for the city of Santa Fe to work with the OpenGov project manager.

If integrations into Munis are needed in the future for OpenGov procurement software, those integrations will be a considered a separate project which IT EPMO can support in 6-12 months.

Based on this criteria, I approve the purchase of OpenGov procurement software at this time.

Thank you,

Lorraine Nobes

Enterprise Project Management Manager, Information Technology & Telecommunications

Mouton Hall, Midtown

(505) 955-5513

lenobes@santafenm.gov

From: DUSHDUROVA, ZARIFA X.
Sent: Friday, March 28, 2025 4:42 PM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; David Bar-Or <dbaror@opengov.com>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; GREGORY, DYLAN J. <djgregory@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; DOBBS, GALEN L. <gldobbs@santafenm.gov>; LUCERO, JOHN M. <jmlucero@santafenm.gov>; ITT E-Review <ereview@santafenm.gov>; GAJAVELLI, KRISHNA X. Contractor <kxgajavelli@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; Andrew Kercado <akercado@opengov.com>
Subject: CoSF ITT-E-review follow up.
When: Monday, March 31, 2025 10:00 AM-11:00 AM.
Where: Microsoft Teams Meeting

Good afternoon,

This application was approved to move to next step for E-review. Setting up a first available meeting to discuss and go over our questionnaire. I have attached the information provided by David from OpenGov. I have also attached Travis's security related responses in this email as well.

Thank you!

Zarifa Dushdurova

Enterprise Applications and Systems (EAS) Manager,

City of Santa Fe Information Technology & Telecommunications

Mouton Hall, Midtown

Cell – 505.795.1175

zxdushdurova@santafenm.gov



Microsoft Teams Need help?

Join the meeting now

Meeting ID: 281 387 604 983

Passcode: q35fW3Z5

For organizers: Meeting options

From: David Bar-Or <dbaror@opengov.com>
Sent: Friday, March 21, 2025 2:41 PM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>
Cc: NOBES, LORRAINE E. <lenobes@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Follow up question

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.

Hi Zarifa,

You're welcome. Below you will find the attached survey we completed for the City of Las Cruces. See the table that is specified for Vendor hosted solutions, not on-premise solutions. Please let me know if you have any questions that were unanswered.

Please find these other IT related links if helpful:

- **OpenGov Security and Reliability** (IT Resource)
- OpenGov's SLA

Our team is more than happy to bring technical experts on a call with you.

Best,

David

On Fri, Mar 21, 2025 at 9:15 AM DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov> wrote:

> Good morning David,
>
> Thank you for your time doing the presentation for CoSF yesterday. As I researched some of my follow-up questions, I wanted to ask you to send us the E-review approval from another municipality that uses Munis ERP that you mentioned during the presentation. I am thinking it would help me to answer some of the questions I have about potential ERP module integration.

Thank you!

Zarifa Dushdurova

Enterprise Applications and Systems (EAS) Manager,

City of Santa Fe Information Technology & Telecommunications

Mouton Hall, Midtown

Cell – 505.795.1175

zxdushdurova@santafenm.gov



From:	LOVATO, JOANN D.
To:	DUTTON-LEYDA, TRAVIS K.
Subject:	FW: New eProcurement/Sourcing Module
Date:	Tuesday, April 1, 2025 3:39:44 PM
Attachments:	image003.png image004.png image005.jpg

JoAnn D. Lovato Montaño
Procurement Manager
505-469-6045



From: LOVATO, JOANN D.
Sent: Monday, March 31, 2025 2:15 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: New eProcurement/Sourcing Module

Good afternoon,

This falls in line with General Services. Thank you.

JoAnn D. Lovato Montaño
Procurement Manager
505-469-6045



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, March 31, 2025 1:58 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: New eProcurement/Sourcing Module

Hi,

Please provide a determination for a new eProcurement/Sourcing Module.

Statement of Work (SOW)
1. Introduction & Background
The **Purchasing Division** seeks to procure OpenGov eProcurement software via an existing OMNIA Partners cooperative contract (Contract No. 01-165) with Vertosoft, LLC. This software will replace the Tyler Munis BID Module, which has proven to be unreliable, difficult to use, and disruptive to daily operations. Vendors frequently require assistance submitting bids due to system complexity and errors, and internal users struggle to navigate

the platform efficiently. Despite extensive efforts from Purchasing and IT to work with Tyler on resolving these issues, meaningful improvements would take years.
OpenGov provides a modern, cloud-based procurement solution successfully implemented by government entities across the U.S. It features a robust vendor network, streamlined solicitation management, supplier engagement tools, bid evaluation capabilities, contract assembly, and e-signature functionality. OpenGov will also assist with implementation and vendor support at no additional cost to the City.

The purpose of this request is to obtain a **general service determination** to confirm that this engagement qualifies as a service contract under applicable procurement regulations.

2. Scope of Services
The selected vendor shall provide the following services related to the implementation and support of OpenGov eProcurement software:
2.1 General Requirements

- Implement OpenGov software for the City of Santa Fe.
- Configure system modules, including solicitation development, supplier engagement, bid evaluations, contract assembly, and e-signature functionality.
- Migrate relevant procurement data from the existing Tyler Munis BID Module, if applicable.
- Provide training and ongoing support for City staff.
- Assist vendors in onboarding and utilizing the new system at no cost to the City.

2.2 Specific Tasks

- **Task 1:** Conduct implementation planning and system configuration.
- **Task 2:** Set up procurement workflows and integrate with existing financial systems.
- **Task 3:** Train City procurement staff and end users.
- **Task 4:** Provide vendor onboarding and ongoing user support.
- **Task 5:** Conduct system testing and launch OpenGov eProcurement.

3. Performance Standards & Deliverables
The vendor shall:

- Complete all implementation tasks within the agreed-upon timeline.
- Provide training materials and user documentation.
- Ensure seamless vendor transition and engagement.
- Deliver a fully operational procurement system meeting City requirements.

4. Term of Service
The anticipated period of performance is from **[Start Date] to [End Date]**, with potential extensions based on system implementation needs and ongoing support.
5. City Responsibilities
The City will provide:

- Access to relevant procurement and financial systems.
- Timely feedback and approvals on deliverables.
- Support from IT and Purchasing personnel during implementation.

6. Additional Considerations

- The vendor must comply with all applicable laws, regulations, and City procurement

policies.

- Security measures and data privacy protocols must be followed.

7. Determination Request

Based on this **Scope of Work**, we request confirmation on whether this procurement qualifies as a **general service contract** under applicable regulations.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

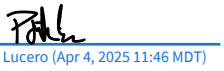
Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

Signature: 

Email: tkduttonleyda@santafenm.gov

Signature: 
Pat Lucero (Apr 4, 2025 11:46 MDT)

Email: palucero@santafenm.gov

OpenGov Packet DG 4 4 25 full

Final Audit Report 2025-04-04

Created:	2025-04-04
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQXP7nFtfexRqkG3v62KWXFKM2yXHiZvX

"OpenGov Packet DG 4 4 25 full" History

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2025-04-04 - 3:19:24 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-04-04 - 3:25:03 PM GMT

Document emailed to Pat Lucero (palucero@santafenm.gov) for signature
2025-04-04 - 3:25:03 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and tkduttonleyda@santafenm.gov for signature. One of them to sign
2025-04-04 - 3:25:03 PM GMT

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-04-04 - 3:25:04 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-04 - 3:25:04 PM GMT

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2025-04-04 - 3:25:53 PM GMT- IP address: 104.47.65.254

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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2025-04-04 - 3:29:56 PM GMT- IP address: 63.232.20.2

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-04 - 3:41:35 PM GMT- IP address: 104.47.65.254

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Document e-signed by Pat Lucero (palucero@santafenm.gov)
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2025-04-04 - 6:02:00 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-04-04 - 6:03:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-04 - 6:03:04 PM GMT

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CITY OF SANTA FE

Memorandum

Date: February 28, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe

---

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below distillery to serve beer and wine at the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe on City of Santa Fe ("City") property, in the Railyard Plaza, on June 27, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe;
- the location is the Railyard Plaza;
- the date is June 27, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY SITE SANTA FE ON JUNE 27, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Sence Concert event series has taken place annually for sixteen (16) years; and

WHEREAS, the Railyard Plaza Summer Scene Concert on June 27, 2025, will be sponsored by SITE Santa Fe, a local nonprofit contemporary arts organization; and

WHEREAS, As Above, So Below, a local distillery would serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Railyard Plaza Summer Scene Concert, sponsored by SITE Santa Fe, is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concert Sponsored by SITE Santa FE
Dates:	June 27, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000
Type of alcohol to be served:	Beer and Wine
Required Permits:	Special Dispenser Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

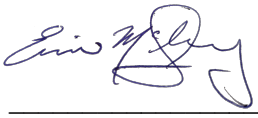
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10664.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Railyard Plaza Summer Scene Concerts Sponsored by SITE Santa Fe

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar **Date:** 2/28/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Mar 12, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 13, 2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe. The Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe will be held at the Railyard Plaza on June 27,2025 from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concert on June 27, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
As Above, So Below, which is the sponsor of the Railyard Plaza Summer Scene Concert, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the event.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Mar 3, 2025 10:26 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 17, 2025

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

From: Zoe Isaacson, River and Watershed Manager

Via: Regina Wheeler, Public Works Director

RE: Authorized Representatives and Agents for NMED Agreement SAP 24-I2458-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED), regarding Agreement SAP 24-I2458-GF ("Agreement"). The Agreement makes available one hundred sixty thousand dollars ($160,000), appropriated by the New Mexico State Legislature for a project to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: zrisaacson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-24-I2458-GF, TO PLAN, DESIGN AND CONSTRUCT WASTEWATER SYSTEM IMPROVEMENTS, INCLUDING SEWER SERVICES AND A STORMWATER PLAN FOR VEREDA DE VALENCIA.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 104, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP-I2458-GF ("Agreement"), incorporated as Attachment A, in the amount of one hundred sixty thousand ($160,000), to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia in the city of Santa Fe in Santa Fe County ("Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2458, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, are the Grantee's Fiscal Agent and

the Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca
Title:	Community Development Director, North Central New Mexico Economic Development District
Address:	644 Don Gaspar Ave. Santa Fe, NM, 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Regina Wheeler
Title:	Public Works Director
Address:	737 Agua Fria St. Santa Fe, NM, 87508
Email:	rawheeler@santafenm.gov
Telephone:	(505) 955-6622

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator
Address:	P.O. Box 909 Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: David Chapman

Title: Grant Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafem.gov

Telephone: (505) 955-6251

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2458-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 104 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2458-GF $160,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 104, One Hundred Sixty Thousand Dollars, ($160,000.00), from the General Fund to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Hundred Sixty Thousand Dollars, $160,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, One Hundred Sixty Thousand Dollars, $160,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

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

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)*: $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: $ 0.00
F. Reversion Amount *(If Applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

_____ _____
Division Fiscal Officer Date Division Project Manager Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE VEREDA DE VALENCIA WWATER SYS IMPROVE - SAP 24-I2458-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			
NMED DISBURSEMENT REQUEST					
SPECIAL APPROPRIATIONS PROGRAM (SAP)					
A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER		
B. PROJECT NUMBER			D. GRANT AMOUNT		

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2458-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Regina Wheeler, Public Works Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman,Grant Administrator or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: SANTA FE Project Number: SAP 24-I2458-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Regina Wheeler	Name	Felicity Fonseca
Title	Public Works Director	Title	NCNMEDD Contract Fiscal Agent
Signature	Regina Wheeler Regina Wheeler (Feb 27, 2025 12:22 MST)	Signature	Felicity Fonseca Felicity Fonseca (Feb 28, 2025 08:20 MST)
Address	737 Agua Fria St., Santa Fe, NM 87501	Address	3900 Paseo Del Sol, Santa Fe, NM 87507
Email	rawheeler@santafenm.gov	Email	felicityf@ncnmedd.com'
Phone	505-690-4197	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A.CHAPMAN DAVID A.CHAPMAN (Feb 27, 2025 09:12 MST)	Signature	
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (104), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2458-GF, in the amount of One Hundred Sixty Thousand Dollars ($160,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Monica Abeita (Feb 28, 2025 10:55 MST)

_____

Signature of Official with Authority to Bind Fiscal Agent

By: Monica Abeita

(Type or Print Name)

Its: Executive Director

(Type or Print Title)

Feb 28, 2025

_____

Date

Revised 4-20-18

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

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

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10657.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2458-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2458-GF ("Agreement"). The Agreement makes available one hundred sixty thousand dollars ($160,000), appropriated by the New Mexico Legislature for a project to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of one hundred sixty thousand dollars ($160,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement to expend the funds through a separate action.

Performance and Administrative Implications:
Public Works Department staff will plan, design, and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia in association with this Agreement. Public Works Department and Finance Department staff will also administer the grant.

Fiscal Implications:

**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of one hundred sixty thousand dollars ($160,000), then NCNMEDD will receive one thousand six hundred dollars ($1,600) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 17, 2025

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

From: Mike Dozier, Wastewater Division Director MD

Via: Jesse Roach, Interim Public Utilities Department Director JR
Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMED Agreement SAP 24-I2455-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Agreement Number SAP 24-I2455-GF ("Agreement"). The Agreement makes available one million six hundred thousand dollars ($1,600,000), appropriated by the New Mexico State Legislature for a project to acquire land for and plan, design, construct, purchase, repair, permit, and improve a regional wastewater treatment plant.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-24-I2455-GF, TO ACQUIRE LAND FOR, AND PLAN, DESIGN, CONSTRUCT, PURCHASE, REPAIR, PERMIT, AND IMPROVE, A REGIONAL WASTEWATER TREATMENT PLANT.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP-I2455-GF ("Agreement"), incorporated as Attachment A, in the amount of one million six hundred thousand ($1,600,000), to acquire land for and plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for the City of Santa Fe in Santa Fe County ("Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment", and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20,2024, for all current capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2455, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, is the Grantee's Fiscal Agent and the

Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca
Title:	Community Development Director, North Central New Mexico Economic Development District
Address:	644 Don Gaspar Ave. Santa Fe, NM, 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Jesse Roach
Title:	Interim Public Utilities Director
Address:	801 W. San Mateo Santa Fe, NM, 87405
Email:	jdroach@santafem.gov
Telephone:	(505) 955-4309

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator
Address:	P.O. Box 909 Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: David Chapman

Title: Grants Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2455-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2455-GF $1,600,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 101, One Million Six Hundred Thousand Dollars, ($1,600,000.00), from the General Fund to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Million Six Hundred Thousand Dollars, $1,600,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($16,000.00)[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, One Million Five Hundred Eighty Four Thousand Dollars, $1,584,000.00 (the "Adjusted Appropriation Amount").
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us
505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

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

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

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

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

_____		_____	
Division Fiscal Officer	Date	Division Project Manager	Date

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE PASEO REAL WWATER TRTMNT FCLTY CONSTRUCT - SAP 24-I2455-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER	
B. PROJECT NUMBER		D. GRANT AMOUNT	

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe in Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2455-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Jesse Roach, Interim Utilities Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Requests for Payment and to act as the project contact), and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman. Grant Administrator successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2455-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
	87501		
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Jesse Roach	Name	Felicity Fonseca
Title	Interim Public Utilities Director	Title	NCNMEDD, Contract Fiscal Agent
Signature		Signature	
Address	801 San Mateo Rd., Santa Fe NM	Address	3900 Paseo Del Sol, Santa Fe, NM
	87505		87507
Email	jdroach@santafenm.gov	Email	felicityf@ncnmedd.com
Phone	505-955-4309	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature		Signature	
Address	737 Agua Fria St. Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St., Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (101), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2455-GF, in the amount of One Million Five Hundred Eighty Four Thousand Dollars ($1,584,000.00), expiring 6/30/2028 and has been appropriated "to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

   - Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
   - Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
   - Act as liaison between City and appropriate New Mexico state agencies as needed;
   - Complete all required quarterly and financial reporting with information provided by City;
   - Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

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

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10658.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2455-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2455-GF ("Agreement"). The Agreement makes available one million six hundred thousand dollars ($1,600,000), appropriated by the New Mexico Legislature for a project to acquire land for and plan, design, construct, purchase, repair, permit, and improve a regional wastewater treatment plant.

Departments Affected:
Public Works Department and Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of one million six hundred thousand dollars ($1,600,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Utilities Department may pursue acquiring land for and plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for the City of Santa Fe in association with this Agreement. Public Utilities Department and Finance Department staff will also administer the grant.

Fiscal Implications:
**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the

agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of one million six hundred thousand dollars ($1,600,000), then NCNMEDD will receive sixteen thousand dollars ($16,000) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Mar 21, 2025 16:18 MDT)

Email: rawheeler@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: March 1**, 2025**

To: **Mayor Alan Webber and Governing Body**
Finance, Quality of Life

Via: **Emily Oster, Finance Department Director**
Travis Dutton-Leyda, Chief Procurement Officer
Johanna Nelson, Director, Office of Economic Development Johanna Nelson (Mar 18, 2025 15:52 MDT)

From: **Eric Renz-Whitmore, Economic Development Specialist,**
edrenzwhitmore@santafenm.gov

Subject: **Request for Approval of a General Services Contract with UNM Anderson Center for Responsible Entrepreneurship Programming**

Vendor Name: **UNM Anderson Center for Responsible Entrepreneurship (CRE) Anderson School**

Vendor Number: **1073**

ITEM AND ISSUE:
The Office of Economic Development (OED) respectfully requests your review and approval of a General Services Contract with the UNM Anderson Center for Responsible Entrepreneurship, in the total amount of $300,000 (not to exceed). This contract is for entrepreneurial support, training, and administering an accelerator program, all aimed at strengthening Santa Fe's economy in line with the OED's mission.

Request for the Approval of a General Services Contract in the total amount of $ 300,000 (not to exceed) for entrepreneurial support, training and administering an accelerator; University of New Mexico Anderson School Center for Responsible Entrepreneurship, Office of Economic Development; (Eric Renz-Whitmore, edrenzwhitmore@santafenm.gov) (Johanna Nelson, jcnelson@santafenm.gov, 505-699-7003)

BACKGROUND AND SUMMARY:

The City of Santa Fe's Office of Economic Development (OED) supports a variety of programs that provide resources and technical assistance to entrepreneurs. To expand opportunities for those launching high-growth, high-impact ventures, the OED proposes support for the UNM Anderson Center for Responsible Entrepreneurship (CRE) and its presence in Santa Fe. This funding will

help establish an accelerator and related programs focused on fostering entrepreneurial development, business creation, and growth, with an emphasis on businesses that prioritize environmental and social stewardship through a triple bottom line approach. By supporting responsible businesses and B Corps, this initiative strengthens Santa Fe's business ecosystem while promoting sustainability and social responsibility.

In recent years, the OED has funded several accelerator-like programs. A study by the UNM Anderson School and Santa Fe Innovates found that many entrepreneurs and job seekers today are pursuing not only financial success but also seeking work that contributes to their communities and the planet.

PROCUREMENT METHOD:
The Procurement method is exempt, as UNM Anderson Center for Responsible Entrepreneurship (CRE) is a governmental institution. Contracts with UNM are exempt per NMSA 1978, Section 13-1-98 (A).

Supporting Information:
Chief Procurement Officer Approval: **Date:** 03/18/2025
Comment/Exceptions: Approved exemption on file

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX- Pending
The FY25 Project ledger number is XXXXX \Pending

SOURCE/REVENUE: X Expense ☐Revenue

The funding source is:
Fund Name/Number: Fund 212: Economic Development
Munis Org Name/Number: Economic Development 2122800
Munis Object Name/Number: Professional Contracts/510300

Grant Manager / Accounting Officer Approval: **Date:**
Comment/Exceptions:

Project Ledger #: Pending

Budget Officer Approval: Andy Hopkins **Date:** 03/18/2025
Comment/Exceptions:

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | X No

 # (if known):

Repair or Replacement of Existing Equipment:

☐Yes | X No
If yes -> ☐Repair | ☐ Replacement

Please explain:

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | X No

Project Ledger #:

Anticipated length of project:

Asset Manager Approval: **Date:**
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes | X No**
Vehicles: ☐ **Yes | X No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | X No**

Approval: **Title:** **Date**:
Approval: **Title:** **Date**:
Comment & Exceptions:

Department Contract Administrator Contact Info:

ATTACHMENTS:
Certificate of Liability Insurance
Professional/General Services Contract
CPO Determination
Horizons declination

Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **University of New Mexico Anderson School of Management Center for Responsible Entrepreneurship** herein after referred to as the "Contractor" or "Center."

The objective of this contract is to create jobs through the launch of new ventures by the participating entrepreneurs. The pre-acceleration program guides entrepreneurs through a process to validate their startup idea, and the acceleration program guides entrepreneurs through a process to build and launch their business. Key metrics are the number of entrepreneurs participating in the programs, and the businesses that launch and create jobs through their venture.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the City's Office of Economic Development Contract Administrator, Eric Renz-Whitmore. 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.

2. **Scope of Work**

A. The Contractor shall perform the following work:

- Create short- and long-term positive impact for entrepreneurs and local businesses in Santa Fe and Northern New Mexico by completing the deliverables listed below.
- Build a reputation for fostering the social enterprise shift in capitalism (i.e., stakeholder capitalism) and promote UNM Anderson and Santa Fe as a place where social entrepreneurs and leaders thrive. These results will be measured by the number of attendees at the public events, and eventually, the number of attendees of individuals from New Mexico and other states in educational programs (e.g., executive education) and an annual conference.
- Each year, the Contractor will host a planning session with City economic development leaders to confirm plans, gather feedback, and make adjustments in the programming. Included in the planning sessions will be key community and mentor stakeholders in the Center.
- Complete Phases 1 and 2 during the term of this contract:

Phase 1:

- Develop hybrid programming to offer entrepreneurs and business leaders a mix of virtual and in-person sessions (target timing: Spring 2025). With 12 entrepreneurs completing the first acceleration program, the objective is to offer one or two short courses to continue to support them. An added element will be to offer an online digital certificate program to continue to support their business acumen. The metrics will be the courses offered – in-person and virtual – and the number of attendees engaged in the programs.
- Review performance of 2025 cohort
- Develop an add-on social entrepreneur acceleration program, inviting individuals from all previous cohorts to apply (prospective launch: August 2025). The objective is to continue to support participating entrepreneurs in preview acceleration workshops to offer advanced programs in raising funds, scaling their business, etc. Feedback and program development would be based on collecting requirements from previous participating entrepreneurs. Target enrollment: 10 entrepreneurs
- Explore hosting the national B Academics Research community in Santa Fe (target timing: Summer/Fall 2025, requires working with a third-party – B Academics).
- Conduct planning session with Office of Economic Development and other key stakeholders.
- Continue to develop an engaged mentoring community to support and guide local entrepreneurs and business leaders.

Phase 2:

- Continue to operate a responsible entrepreneurship accelerator based in Santa Fe and operating on the UNM academic year. Hold a pre-acceleration workshop to take place over two Saturdays in June 2025. A 9-month acceleration program will begin in September 2025 and conclude in May 2026. Targeted number of participants: 14 in pre-acceleration and 14 in acceleration program
- Conduct planning session with Office of Economic Development and other key stakeholders.
- Develop and plan to host a conference on responsible entrepreneurship and leadership in Santa Fe, attracting attendees from New Mexico and other states, developing the reputation of Santa Fe as a place where social entrepreneurs and leaders thrive. The target date would be Fall 2026.
- Develop and plan to offer an abbreviated responsible entrepreneurship program for high school students in Santa Fe. The target date would be Summer 2026.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable service as listed here, paid upon receipt of quarterly progress reports showing the completion of a Deliverable item.

Deliverable item:	U/I (unit of issue)	Price
01	FY 2025	$180,000.00
02	FY 2026	$120,000.00

01 – Complete a business accelerator program to support local responsible entrepreneurs, including supporting student entrepreneurs in the program; host monthly Meetups to develop and support responsible innovation in Santa Fe. The cohort would be completed in June 2025.
02 – Host a two-day pre-acceleration program in Santa Fe for the business acceleration program. Continue to develop diverse participation and expand the number of UNM students involved in the program. Conduct a two-

day pre-acceleration program in June 2025. Continue to develop diverse participation and expand the number of UNM students involved in the program. Formulate plans to support high school students in what responsible entrepreneurship is and how to evaluate and launch a venture. Develop a plan to gather responsible entrepreneurs and leaders from around New Mexico in Santa Fe.

Compensation excluding New Mexico Gross Receipts Tax (GRT) will follow the Payment Schedule as follows:

- Projected to be completed in FY 2025:
  - $90,000.00
    - Report on cohort progress; Implement public engagement and awareness building activities;
  - $90,000.00
    - Report on results of the cohort; Develop B Academics research community event; conduct two-day pre-accelerator program.

- Projected to be completed in FY 2026:
  - $30,000.00
    - Report on National B Academic Research event; development of engagement plan for HS students regarding responsible entrepreneurship; how to evaluate and launch a venture.
  - $30,000.00
    - Report on plans for gathering of responsible entrepreneurs and leaders from around NM in Santa Fe.
  - $30,000.00
    - Report on plans to launch responsible entrepreneurship programs for HS students in Santa Fe; gathering of responsible entrepreneurs and leaders from around New Mexico in Santa Fe.
  - $30,000.00
    - Final report to include report on overall program and gathering of responsible entrepreneurship leaders in Santa Fe.

The total compensation under this Contract shall not exceed three hundred thousand dollars ($300,000.00), excluding GRT. Compensation for GRT will not be paid under this Contract. 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 services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature.**

5. **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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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.

6. **Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 6.A and 16, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

7. **Amendment**

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

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

8. **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 because of this Contract. 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.

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the 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.

12. **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.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor 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. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

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

15. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **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.

21. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

22. **Notice**

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

23. **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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24 **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

26. **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 24 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

27. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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.

28. **Workers' Compensation**

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

29. **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.

30. **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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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.

31. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

32. **Impracticality of Performance**

A party shall be excused from performance under this Contract 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.

33. **Invalid Term or Condition**

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

34. **Enforcement of Contract**

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

35. **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 Contract 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 Contract, 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:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) 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:

1) 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;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) 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.

36. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

37. **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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. 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.

38. **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 7 of this Contract.

39. **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.

To the City: Eric Renz-Whitmore, 123 E. Marcy Suite 205, Santa Fe, NM, 87501; edrenzwhitmore@santafenm.gov

To the Contractor: Robert Del Campo, Anderson Corporate & Community Engagement, MSC05 3090, 1 University of New Mexico, Albuquerque, NM, 87131; delcampo@unm.edu

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.

40. **Succession**

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

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
University of New Mexico Anderson School of Management
Center for Responsible Entrepreneurship

Robert Delcampo (Mar 3, 2025 08:47 MST)
_____
Robert DelCampo, Senior Executive Director

_____

DATE:_____

NMBTIN: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 5, 2025 08:30 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER: RMD-EOC-FY25

This Evidence of Coverage is used as information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

NAMED INSURED

STATE OF NEW MEXICO
and
UNIVERSITY OF NEW MEXICO (U6900)

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:
12:00 AM 07/01/2024 to 11:59 PM 06/30/2025

This is to certify that the Named Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement	Statutory Limit NMSA § 41-4-19 Statutory Limit NMSA § 41-4-28 (Foreign)
B) Civil Rights	Statutory Limit NMSA § 41-4A-3
C) Workers' Compensation	Statutory Limit NMSA § 52-1-1 et seq.
D) Property i. Real and Business Personal Property ii. Auto Physical Damage iii. Mobile Equipment/UAV/Watercraft/Mobile Homes	 Replacement Cost Value (RCV) Actual Cash Value (ACV) Actual Cash Value (ACV)
E) Medical Malpractice	Statutory Limit NMSA § 41-4-19
F) Fine Arts	$300,000,000
G) Boiler & Machinery	$150,000,000

Per 66-5-207, NMSA 1978 - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978 - A vehicle or trailer owned by and used in the service of the State of New Mexico, or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder. The failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Jeannette Chavez**,** Director, Risk Management Division, GSD
Date Issued: 07/01/2024

For questions, please contact the Property and Casualty Bureau/Underwriting at (505) 827-2566/1764 or GSD-RMDunderwriting@gsd.nm.gov.

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

From:	Matt Loehman
To:	RENZ-WHITMORE, ERIC D.
Subject:	Re: Request for Determination from Office of Economic Development: Acceleration and Business Support Services
Date:	Wednesday, June 26, 2024 3:57:53 PM
Attachments:	image001.png image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Eric,

Thank you checking. These are not services we offer.

We will respectfully decline.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Wed, Jun 26, 2024, 9:53 AM RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov> wrote:

> Matt,
>
> I don’t believe you offer these services but wanted to check. We’re exploring a contract to provide an entrepreneur support effort, including pre-acceleration and acceleration program for new businesses:
>
> The objective of this contract is to create jobs through the launch of new ventures by the participating entrepreneurs. The pre-acceleration program guides entrepreneurs through a process to validate their startup idea, and the acceleration program guides entrepreneurs through a process

to build and launch their business. Key metrics are the number of entrepreneurs participating in the programs, and the businesses that launch and create jobs through their venture.

Please let me know if you have any questions!

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM

LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews



From:	DUTTON-LEYDA, TRAVIS K.
To:	RENZ-WHITMORE, ERIC D.
Cc:	NELSON, JOHANNA C.
Subject:	RE: Request for Determination on Contract with UNM Anderson Center for Responsible Entrepreneurship
Date:	Wednesday, July 10, 2024 5:59:21 PM
Attachments:	image003.png

Eric,

Here is my determination. This is exempt because *University of New Mexico Anderson School of Management Center for Responsible Entrepreneurship* is a government entity. NMSA 1978, § 13-1-98 (A). Include this determination in your packet when you submit for signatures in the Purchasing team. Pro tip: you can always go through this channel and see the approved packets and compare.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
Sent: Wednesday, July 10, 2024 3:08 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: Request for Determination on Contract with UNM Anderson Center for Responsible Entrepreneurship

Travis,

Thanks for your info and insights in the ARPA Projects session this morning.

While it's not part of our ARPA portfolio, one of our larger contracts – with UNM Anderson's Center

for Responsible Entrepreneurship – appears ready to move on to committees and general body.

You may recall that our office originally attempted to pursue this as a Memorandum of Understanding, and we worked with you and the City's legal team to determine that a contract was the appropriate vehicle. We are requesting your approval for this contract (attached) as exempt from procurement.

Is this the appropriate way to do this?

Thanks, and best wishes,

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe?
Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

Memo-OED-UNM_Anderson_CRE_UpdatedFeb 25

Final Audit Report 2025-03-21

Created:	2025-03-18
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeCmE09xzB05g74cgZXS4Adbb8R-AuCLm

"Memo-OED-UNM_Anderson_CRE_UpdatedFeb25" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-03-18 - 9:35:38 PM GMT- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-03-18 - 9:39:22 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
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Signature Date: 2025-03-18 - 9:52:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-03-18 - 9:52:28 PM GMT

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2025-03-18 - 10:18:06 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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2025-03-18 - 10:18:59 PM GMT

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2025-03-18 - 10:44:29 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-03-18 - 10:47:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-03-18 - 10:47:13 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-03-21 - 10:32:44 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-03-21 - 10:45:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-03-21 - 10:45:18 PM GMT

CITY OF SANTA FE

Memorandum

Date: March 24, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salaza, City Clerk AS

RE: Green Chile Country Jamboree

EXECUTIVE SUMMARY:

The proposed Resolution would grant permission to Santa Fe Brewing Company to serve beer and wine at the Green Chile Country Jamboree on City of Santa Fe ("City") property, in the Railyard Park, on July 4, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses these required elements:

- the event is the Green Chile Country Jamboree;
- the location is the Railyard Park;
- the date is July 4, 2025;
- the time is 4:30 p.m. to 9:30 p.m.;
- the alcohol served will be beer and wine;
- 1,500 attendees are expected;
- a Public Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE GREEN CHILE COUNTRY JAMBOREE IN THE RAILYARD PARK ON JULY 4TH, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, proceeds from the Green Chile County Jamboree will support the American Red Cross Disaster Relief Fund and the Forest Stewards Guild, a non-profit based in Santa Fe that supports keeping forests strong, healthy, and fire-resilient; and

WHEREAS, Santa Fe Brewing Company, a local brewery, would serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE that alcohol service during the Fourth of July Railyard Park Concert is hereby approved according to the following parameters:

Event:	Green Chile Country Jamboree
Date:	July 4, 2025
Hours:	4:30 p.m. to 9:30 p.m.
Location:	Railyard Park
Number of expected attendees:	1,500
Type of alcohol to be served:	Beer and Wine
Required Permits:	Public Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. Santa Fe Brewing Company shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

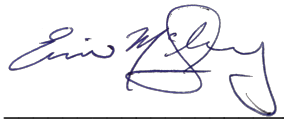
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10666.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Green Chile Country Jamboree

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar **Date:** 3/24/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: [signature] **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Green Chile Country Jamboree. The Green Chile Country Jamboree will be held at the Railyard Park on July 4, 2025 from 4:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Green Chile Country Jamboree on July 4, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Santa Fe Brewing Company is also required to obtain a Public Celebration Permit from the Clerk's Office for the event.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: 
ANDREA SALAZAR (Apr 2025 11:37 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: March 2, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Updating the Permit Requirement on Alcohol Approval Resolution Nos. 2025-16 and 2025-23

SUMMARY:

In order to serve alcohol on City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance, at least thirty (30) days prior to the event.

Resolutions 2025-16 and 2025-23 authorized the sale and consumption of alcohol in Railyard Park for the Railyard Movies in the Park event series and in the Railyard Plaza for the Railyard Plaza Summer Scene Concerts event series, respectively. The resolutions both identified the permit type as a "Special Dispenser Permit" when it should have been a "Public Celebration Permit". The proposed resolution would correct the named required permits from a Special Dispenser Permit to a Public Celebration Permit.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Lindell

A RESOLUTION

CORRECTING THE REQUIRED PERMIT NAMED FOR RESOLUTIONS 2025-16, REGARDING THE MOVIES IN THE PARK EVENT SERIES; AND 2025-23, REGARDING THE SUMMER SCENE CONCERT EVENT SERIES, CHANGING EACH FROM A SPECIAL DISPENSER PERMIT TO A PUBLIC CELEBRATION PERMIT.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City Property; and

WHEREAS, in instances of serving alcohol on City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SFCC 1987, Section 23-6.3(3)(a), requires that the alcohol provider obtain the required permit(s), which shall be approved by the state of New Mexico and the City of Santa Fe; and

WHEREAS, Resolutions 2025-16 and 2025-23 each authorized the sale and consumption of alcohol in the Railyard—Resolution 2025-16 in the Railyard Park for the Movies in the Park event series and Resolution 2025-25 in the Railyard Plaza for the Summer Scene Concerts event series; and

WHEREAS, the required permit listed in Resolution 2025-16 and in 2025-23 is a Special Dispenser Permit; and

WHEREAS, a Public Celebration Permit is required for both the Railyard Movies in the Park and the Railyard Plaza Summer Scene Concerts event series.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the required permit for the events approved for serving alcohol in Resolution 2025-16 and 2025-23, respectively, shall be a Public Celebration Permit rather than a Special Dispenser Permit.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Updating the Required Permit for Resolution Nos. 2025-16 and 2025-23

FIR No. 10670.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Updating the Permit Requirements on Alcohol Approval Resolution Nos. 2025-16 and 2025-23

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 4/2/2025 **Phone:** _____

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed resolution would correct the required permit for the Railyard Movies in the Park event series and in the Railyard Plaza for the Railyard Plaza Summer Scene Concerts event series, approved for alcohol service on City of Santa Fe ("City") property, respectively, in Resolutions 2025-16 and 2025-23. SFCC 1987, Section 23-6.3(3)(a), requires that the resolution approving alcohol service on City property name the required permit(s) that are approved by the state of New Mexico and the City. The required permit for the Railyard Movies in the Park event series and the Railyard Plaza Summer Scene Concerts event series is a Public Celebration Permit and the original approvals stated that the events would get special dispenser permits.

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the required permit listed in Resolution Nos. 2025-16 and 2025-23 will be incorrect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed resolution corrects the required permit that is listed in Resolution Nos. 2025-16 and 2025-23.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Apr 2025 11:37 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 6, 2025

To: Governing Body and Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry, City Attorney EM

RE: Immigration Committee Purpose and Membership

EXECUTIVE SUMMARY:

The proposed resolution would update the purpose, duties and responsibilities, and membership, for the Immigration Committee. The update would specify that a city councilor, appointed by the Mayor, would sit as chair of the Committee.

If this resolution is adopted as it is proposed, the Immigration Committee will become the seventh advisory body with a city councilor serving as chair. The following advisory bodies have city councilors as chairs: Airport Advisory Board, Bicycle and Pedestrian Advisory Committee, Economic Development Advisory Committee, Community Development Commission, Public Safety Committee, and Santa Fe Water Conservation Committee. The City has more than forty advisory bodies.

BACKGROUND:

On January 13th, 1999, the Governing Body adopted Resolution No. 1999-6, which established the Immigration Taskforce and declared a policy of non-discrimination on the basis of a person's national origin. On January 16, 2002, the Governing Body adopted Resolution No. 2002-3, which renamed the Immigration Taskforce, changing it to the "Immigration Committee". Resolution No. 2002-58 then decreased the number of members on the committee from fifteen to nine members, marking the last time the rules and procedures have been revised.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Signe Lindell

Councilor Michael Garcia

A RESOLUTION

AMENDING THE IMMIGRATION COMMITTEE'S PURPOSE AND MEMBERSHIP.

WHEREAS, on January 13, 1999, the Governing Body adopted Resolution No. 1999-6 declaring a policy of non-discrimination on the basis of a person's national origin and appointing an immigration taskforce; and

WHEREAS, on January 16, 2002, the Governing Body adopted Resolution No. 2002-3, which renamed the Immigration Taskforce the "Immigration Committee"; and

WHEREAS, on October 9, 2002, the Governing Body adopted Resolution No. 2002-58, which decreased the number of members on the Immigration Committee from fifteen to nine members; and

WHEREAS, on October 8, 2014, the Governing Body adopted Resolution No. 2014-82, declaring its "continuous" support for immigrant issues in Santa Fe, the state of New Mexico, and throughout the United States; and

WHEREAS, the Governing Body continues to support the policy of non-discrimination established by Resolution No. 1999-6; and

WHEREAS, the City's Charter, Article II, Section 2.02, "Human and Civil Rights", states

that the City holds human and civil rights as inviolate and states that these rights "shall not be diminished or otherwise infringed" regardless of "ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition or citizenship status"; and

WHEREAS, the purposes and membership of the Immigration Committee have not changed since the Governing Body's resolution in 2002; and

WHEREAS, the Governing Body wishes to amend the Committee's purposes and membership as is shown below:

Section 1. NAME: The committee shall be called the Immigration Committee.

Section 2. PURPOSE: [~~The committee shall monitor the human rights status of non-citizens residing in the city of Santa Fe and report its findings and recommendations to the governing body~~] The purpose of the Immigration Committee is to advise the City about policies and actions that would preserve and promote humane treatment and equal protection for immigrants and immigrant populations in Santa Fe consistent with the City's Charter, Section 2.02 "Human and civil rights".

Section 3. DUTIES AND RESPONSIBILITIES: The committee shall [~~meet as necessary to accomplish its purpose and shall follow adopted city policy and procedures~~] perform the following duties and responsibilities:

(a) Monitor the human rights status of immigrant populations residing in the city of Santa Fe.

(b) Advise the City regarding policies, programs, and legislation as they relate to immigrants and immigrant populations in Santa Fe.

(c) Collaborate with other agencies and/or groups, such as, but not limited to, county/state/federal agencies, labor organizations, religious groups, healthcare and educational institutions, and non-profits,, to respond to share resources and

information with one another and with the community, and participate in any other collaborative activities, as are consistent with the purpose of the committee, as needed, to support the purposes of the committee.

Section 4. MEMBERSHIP AND OFFICERS: The committee [~~membership~~] shall consist of a City councilor, who shall also serve as its chair, along with nine representatives residing in the county of Santa Fe and selected from the following areas: human rights, social services, business community, health care, labor organizations, religious community, youth services providers, women's advocacy groups, educators, and legal services. More than one member may represent one of the areas and one member may represent multiple areas. Not all areas need to be represented. The members shall be appointed by the mayor with the [~~approval~~] consent of the governing body. The [~~chairperson shall be appointed by the mayor and the~~] committee shall designate the vice-chairperson [~~shall be designated by the committee~~].

Section 5. TERMS: The members shall serve for a period of two years. The committee members shall serve at the pleasure of the mayor and may be removed at any time, with or without cause.

Section 6. STAFF LIAISON: The city manager shall designate [~~the intercultural affairs planner~~] a staff member from the Office of Equity and Inclusion or other city staff member as liaison to the committee.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the amended rules and procedures shall read as follows:

Section 1. The Committee shall be called the Immigration Committee.

Section 2. PURPOSE: The purpose of the Immigration Committee is to advise the City about policies and actions that would preserve and promote humane treatment and equal protection for immigrants and immigrant populations in Santa Fe consistent with the City's Charter,

Section 2.02, “Human and civil rights”.

Section 3. DUTIES AND RESPONSIBILITIES: The committee shall preform the following duties and responsibilities:

(a) Monitor the human rights status of immigrant populations residing in the city of Santa Fe.

(b) Advise the City regarding policies, programs, and legislation as they relate to immigrants and immigrant populations in Santa Fe.

(c) Collaborate with other agencies and/or groups, such as, but not limited to, county/state/federal agencies, labor organizations, religious groups, healthcare and educational institutions, and non-profits, to share resources and information with one another and with the community, and participate in any other collaborative activities, as are consistent with the purpose of the committee, as needed, to support the purposes of the committee.

Section 4. MEMBERSHIP AND OFFICERS: The committee shall consist of a City Councilor, who shall also serve as its chair, along with nine representatives residing in the county of Santa Fe and selected from the following areas: human rights, social services, business community, health care, labor organizations, religious community, youth services providers, women’s advocacy groups, educators, and legal services. More than one member may represent one of the areas and one member may represent multiple areas. Not all areas need to be represented. The members shall be appointed by the mayor with the consent of the governing body. The committee shall designate the vice-chairperson.

Section 5. TERMS: The members shall serve for a period of two years. The committee members shall serve at the pleasure of the mayor and may be removed at any time, with or without cause.

Section 6. STAFF LIAISON: The city manager shall designate a staff member from

the Office of Equity and Inclusion or other city staff member as staff liaison to the committee.

BE IT FURTHER RESOLVED the committee shall continue to follow the City's procedural rules for Committees in carrying out its duties.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

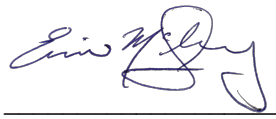
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Amending Immigration Committee

FIR No. 10653.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Immigration Committee Purpose and Membership

Sponsor(s): Councilor Alma Castro, Councilor Signe Lindell, and Councilor Michael Garcia

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager
Date: 02/06/2025 **Phone:** (505) 955-6518

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed resolution would change the Immigration Committee's purpose, duties and responsibilities, and membership. A City Councilor, appointed by the Mayor, would serve as chair of the Committee.

Departments Affected:
This resolution specifies that a staff member from the Office of Equity and Inclusion or other staff member will act as Committee Liaison.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Immigration Committee's purpose, duties and responsibilities, and membership will not be changed, and a City Councilor will not serve as chair to the Immigration Committee.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
There are three resolutions germane to the Immigration Committee: Resolutions Nos. 1999-6, 2002-3, and 2002-58. Resolution No. 1999-6 declared a policy of non-discrimination on the basis of a person's national origin and appointed an immigration taskforce. Resolution No. 2002-3 renamed the Immigration Taskforce the "Immigration Committee", and Resolution No. 2002-58 decreased the number of members on the Immigration Committee from fifteen to nine members.

Performance and Administrative Implications:
The Resolution would not have new administrative implications. The City Manager already assigns staff liaisons for committees.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: *Marci Annarino*

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: March 24, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Railyard Plaza Summer Scene Concerts Sponsored by the International Folk Art Market

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EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below distillery to serve beer and wine at the Railyard Plaza Summer Scene Concerts Sponsored by the International Folk Art Market ("IFAM") on City of Santa Fe ("City") property, in the Railyard Plaza, on July 9, 10, and 11, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Railyard Plaza Summer Scene Concerts sponsored by the IFAM;
- the location is the Railyard Plaza;
- the dates are July 9, 10, and 11, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees are expected;
- a Public Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERTS SPONSORED BY THE INTERNATIONAL FOLK ART MARKET ON JULY 9, 10, AND 11, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Scene Concert event series has taken place annually for sixteen (16) years; and

WHEREAS, the Railyard Plaza Summer Scene Concerts on July 9,10, and 11, 2025, will be sponsored by the International Folk Art Market ("IFAM"); and

WHEREAS, IFAM is the world's largest folk art market and it has taken place in Santa

Fe every July since 2004, bringing together over one hundred (100) artists from nearly sixty (60) different countries; and

WHEREAS, IFAM intends to work with "As Above, So Below", a local distillery, to serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Railyard Plaza Summer Scene Concerts sponsored by IFAM, is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concerts Sponsored by IFAM
Dates:	July 9, 2025; July 10, 2025; and July 11, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000, per event
Type of alcohol to be served:	Beer and wine
Required Permits:	Public Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Railyard Plaza Summer Scene Concerts Sponsored by IFAM

FIR No. 10667.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Railyard Plaza Summer Scene Concerts Sponsored by the International Folk Art Market

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar **Date:** 3/24/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Railyard Plaza Summer Scene Concerts sponsored by the International Folk Art Market ("IFAM"). The Railyard Plaza Summer Scene Concerts sponsored by IFAM will be held at the Railyard Plaza on July 9, 10, and 11, 2025, from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concerts on July 9, 10, and 11, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact
X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: April 4, 2025

To: Governing Body; Quality of Life Committee; Public Works and Utilities Committee

From: Rebecca Mnuk-Herrmann

Via: Erin K. McSherry EM

RE: Zia Deacceleration Lane

EXECUTIVE SUMMARY:

The proposed resolution would authorize the City of Santa Fe ("City") to apply for a lot line adjustment to expand Zia Road into a small section of the unimproved portion of Candelero Park to accommodate a necessary deceleration lane. In addition, the resolution directs the City Manager to identify a designee to act as the Governing Body's agent. This agent would submit the City's application for the necessary lot line adjustment.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

AUTHORIZING AND DIRECTING THE WIDENING OF ZIA ROAD TO ACCOMMODATE A NECESSARY DECELERATION LANE, USING ADJACENT, UNIMPROVED LAND COMPRISING APPROXIMATELY ONE PERCENT (1%) OF CANDELERO PARK, ON ITS FAR NORTHERN BOUNDARY; AND DIRECTING THE CITY MANAGER TO DESIGNATE AN AGENT TO APPLY FOR A LOT LINE ADJUSTMENT AND ANY OTHER ADMINISTRATIVE STEPS REQUIRED AS THE GOVERNING BODY'S AGENT.

WHEREAS, in 1978, Western Development Company dedicated a park site, now located at 2219 and 2223 Brillante St., which later became known as "Candelero Park", via the plat dedication attached as Exhibit A ("Dedication Plat"); and

WHEREAS, Candelero Park consists largely of unimproved land with a smaller, landscaped playground area located on the far southern portion; and

WHEREAS, pursuant to NMSA 1978, Section 3-20-11, property within the boundaries of a municipality dedicated to the municipality "for public use" is public property, and fee vests in the municipality; and, pursuant to NMSA 1978, Section 3-18-18,

"[a]ny property acquired for park purposes is under the immediate control of the governing body"; and

WHEREAS, the City owns and has immediate control of Candelero Park; and

WHEREAS, Zia Road abuts the northern boundary of Candelero Park; and

WHEREAS, on April 9, 2021, the Governing Body approved Case #2020-2901, "Zia Station Preliminary Development Plan"; and

WHEREAS, the packet for the development plan included a staff memorandum from the City's Planning and Land Use staff ("Staff Report"), attached as Exhibit B, and a traffic impact analysis ("TIA"), attached as Exhibit C; and

WHEREAS, the TIA found that "the St Francis and Zia signalized intersection does not operate at acceptable levels of service" and that "the eastbound thru/right movement is expected to worsen, particularly in the AM" including because of the proposed housing development. *See* Exhibit C at 45; and

WHEREAS, the TIA recommended expanding Zia Road to include east and westbound right-turn "deceleration" lanes from Zia Road onto Galisteo Road designed to NMDOT State Access Management Manual (SAMM) deceleration lane standards. *See* Exhibit C at 45; and

WHEREAS, expanding Zia Road to include the deceleration lanes according to SAMM standards requires the use of an undeveloped sliver of the north edge of Candelero Park, approximately one percent (1%) of its total area; and

WHEREAS, Land Use staff considered the TIA in its analysis and in its recommendation in the Staff Report, which recommended approving the development plan; however, the Governing Body approval did not take an express position regarding the deceleration lane or the impact on Candelero Park; and

WHEREAS, Zia Road is a heavily used roadway for commuters to travel from residential neighborhoods south of St. Francis Drive to access both Downtown Santa Fe and I-25; and

WHEREAS, construction on Zia Road to implement the Zia Station Preliminary Development Plan has begun and has a significant impact on the intersection of Zia Road and St. Francis Drive; an extended construction period will likely negatively impact use of the intersection by cars, bicycles, and pedestrians; and

WHEREAS, development plan contemplates improving the bike lane and sidewalk along Candelero Park and improving the median, with a high-intensity activated crosswalk signal with mid-street pedestrian refuge island (*see* Staff Report, Exhibit B), which will both increase pedestrian safety and overall access to Candelero Park; and

WHEREAS, according to the *City of Roswell v. Mitchell*, 1952-NMSC-027, ¶ 7, "[t]he power to regulate the use of the streets is a delegation of the police power of the state government and whatever reasonably tends to make regulation effective, is a proper exercise of that power"; and

WHEREAS, likewise, pursuant to NMSA 1978, Section 3-49-1, the City has broad authority to improve and expand City streets such as Zia Road; and

WHEREAS, because the City owns and controls Candelero Park, and has authority to expand Zia Road, it may apply for a lot line adjustment modifying the boundary of Candelero Park; and

WHEREAS, the Code allows the Land Use Director to review applications for "the adjustment of platted lot lines" (also known as resubdivisions or lot line adjustments) that increase or reduce the size of contiguous lots. *See* SFCC 1987, § 14-12.1 ("Definitions" and "Resubdivision"), and SFCC 1987, § 14-3.7 (D); and

WHEREAS, because the Land Use Director to review applications for lot line adjustments, the Director is the planning authority under the Code for the adjustment of platted lot lines, and the Governing Body, as property owner, may adjust the lot line of Candelero Park to make room for needed improvements to the Zia Road intersection; and

WHEREAS, the necessary improvements cannot be made without expanding Zia Road into a portion of the undeveloped part of Candelero Park immediately abutting Zia Road.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall apply for a lot line adjustment along the northern portion of Candelero Park immediately abutting Zia Road to address the needed use of approximately one percent of Candelero Park for the deceleration lane and associated pedestrian improvements; and

BE IT FURTHER RESOLVED that the City Manager shall designate an agent to submit the lot line adjustment and take any other City administrative steps that may be required to facilitate the deceleration lane construction.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDREA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

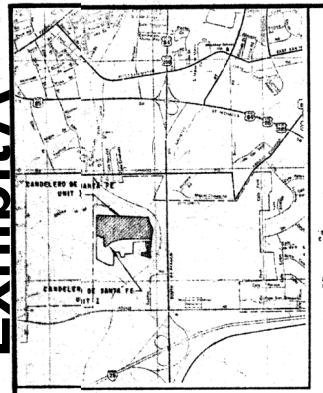
Legislation/2023/Resolutions/Zia Station Lot Line Adjustment for Deacceleration Lane

CANDELERO DE SANTA FE

UNIT II

CITY OF SANTA FE, NEW MEXICO

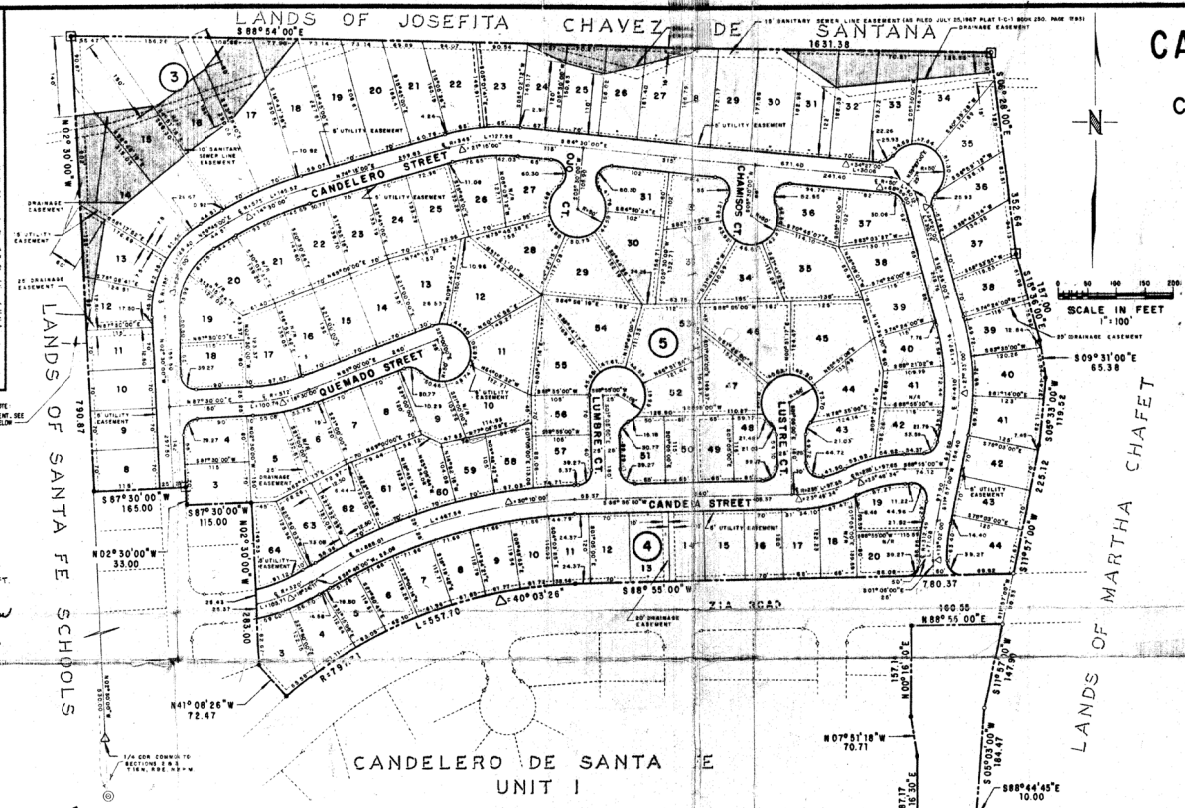
WITHIN SECTION 2, T16N, R9E, N.M.P.M.



VICINITY MAP

0 .25 .5 Mile

NOTE: FOR EASEMENT, SEE INSET BELOW



419,984

STATE OF NEW MEXICO } ss.
COUNTY OF SANTA FE }

I hereby certify that this instrument was filed for record on the 10 day of May A.D. 1978 at 2:14 o'clock P.M. and was duly recorded in my book, 133 page 15 of the records of Santa Fe county.

Witness my Hand and Seal of Office
DANNY ORTIZ
County Clerk, Santa Fe County, N.M.

By: Rita Roybal Deputy

SCALE: 1" = 100 FT.

Notary Public: Joyce Gardner

My Commission Expires: 4/28/79

ANDEC

By: Charles A. Haegelin, Exec. Vice President

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 1th day of May, 1978, by Charles A. Haegelin, Executive Vice President of ANDEC, a New Mexico corporation, on behalf of said corporation.

Notary Public: Joyce Gardner

My Commission Expires: 4/28/79

APPROVAL by CITY ENGINEER

The plat hereon delineated was approved by the City Engineer of the City of Santa Fe, New Mexico, on the 10 day of May, 1978.

City Engineer

ACCEPTANCE BY CITY COUNCIL

The plat hereon delineated was approved and accepted by the City Council of the City of Santa Fe, New Mexico, at its meeting on the 24th day of April, 1978.

Mayor — City Clerk

APPROVAL by JOINT CITY COUNTY PLANNING COMMISSION

The plat hereon delineated was approved for filing by the Joint City County Planning Commission of the City of Santa Fe, New Mexico, on the 16th day of March, 1978.

Chairman — Secretary

APPROVED:

City Planner — Date: May 10, 1978

Public Service Co. of New Mexico (Power) — Date: 5-5-78

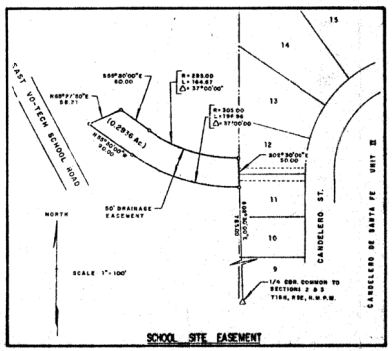
Public Service Co. of New Mexico (Water) — Date: 5-5-78

Mountain Bell Telephone — Date: 4-27-78

Gas Company of New Mexico — Date: 4-27-78

LEGEND

- PERMANENT SURVEY MONUMENT (CONCRETE)
- BOUNDARY CONTROL (FOUND IN PLACE)
- BOUNDARY CONTROL (TO BE SET WITH 3/4" IRON PIPE)
- BLOCK CONTROL



NOTES:

1. Unless shown N/R, lot lines are 90° to street lines or are radial thereto.
2. All dimensions along curved lines are measured along the rc.
3. Unless otherwise shown, block corners have a radius of 25 ft, a central angle of 90° and an arc distance of 39.2 feet.
4. All easements shown hereon are both drainage and utility easements combined and are reserved where shown by dashed lines, being 14 feet in width centered on rear lot lines and 10 feet in width centered on side lot lines, except as noted.

SURVEYOR'S CERTIFICATE:

This is to certify that this survey was prepared under my direct supervision and is true and correct to the best of my knowledge and belief.

Robert L. Aldrich
N.M.L.S. No. 5817

5/9/78
Date

DEDICATION

The foregoing subdivision of that certain tract of land situate in the City of Santa Fe, Santa Fe County, New Mexico, being and comprising a portion of Section 2, Township 16 North, Range 9 East, New Mexico Principal Meridian, and being more particularly described as follows:

UNIT II

Beginning at a point on the west line of said Section N 02°30'00" W, 530.00 feet from the 1/4 corner common to Sections 2 and 3, T. 16 N., R. 9 E., N.M.P.M., said point also being the S.W. corner and point of beginning of the tract herein described; thence N 02°30'00" W, 790.87 feet to the N.W. corner of the tract herein described; thence S 88°54'00" E, 1,631.38 feet to the N.E. corner of the tract herein described; thence S 06°28'00" E, 352.64 feet; thence S 15°36'00" E, 157.00 feet; thence S 15°31'00" E, 65.38 feet; thence S 05° 33'00" W, 119.52 feet; thence S 11°57'00" W, 225.12 feet to the S.E. corner of the tract herein described thence S 88°55'00" W, 780.37 feet to a point of curvature; thence 557.70 feet along the arc of a curve to the left having a radius of 797.71 feet through a central angle of 40°03'26" to a point on said curve; thence N 41°08'26" W, 72.47 feet; thence N 02°30'00" W, 283.00 feet; thence S 87°30'00" W, 115.00 feet; thence N 02°30'00" W, 33.00 feet; thence S 87°30'00" W, 165.00 feet to the S.W. corner and point of beginning of the tract herein set forth and containing 35.4448 acres, more or less.

PARK SITE

Beginning at the S.E. corner of the above mentioned Unit II; thence S 11°57'00" W, 90.33 feet to the N.E. corner and the point of beginning of the tract herein described; thence S 11°57'00" W, 141.90 feet; thence S 0°03'00" W, 184.47 feet; thence S 88°44'45" E, 10.00 feet; thence S 0°15'15" W, 395.00 feet to the S.E. corner of the tract herein described; thence N 88°44'45" W, 10.00 feet; thence N 68°00'00" W, 418.17 feet; thence S 81°00'41" W, 116.58 feet to the S.W. corner of the tract herein described thence N 00°16'30" E, 70.00 feet; thence S 89°43'30" E, 115.00 feet; thence N 0°16'30" E, 99.47 feet; thence S 89°43'30" E, 290.00 feet; thence N 0°16'30" E, 187.17 feet; thence N 07°51'18" W, 70.71 feet; thence N 0°16'30" E, 157.14 feet; thence N 88°55'00" E, 160.55 feet to the N.E corner and point of beginning of the tract herein set forth and containing 3.4829 acres, more or less.

Now being identified as Candelero de Santa Fe, Unit II. And now hereon show, surveyed and subdivided, the public thoroughfares and park and the dedication of utility easements to build, construct, operate and maintain underground electric power, transmission and communication lines, under and through the lands hereon shown, and to install all necessary conduits, wires and other equipment or fixtures necessary to maintain the said power and communication lines, through and on the surface of said lands at or near the points hereinafter designated, as the course of said underground power and communication lines under and through said lands, together with free ingress and egress in, from, and over said easements with rights and privileges of going upon and across said lands for the purposes of maintaining said lines; and the streets and park shown hereon are hereby dedicated to the public for its use as such forever, that drainage easements and rights of way shown hereon are hereby granted to insure the unimpeded flow of storm waters through this subdivision, all of the East of Candelero de Santa Fe, Unit II, Santa Fe, New Mexico, is with free consent and in accordance with the desires of the undersigned owners, and proprietors thereof.

Notary Public: Joyce Gardner

WESTERN DEVELOPMENT COMPANY

By: B. K. Johnson, Vice President — For Gerhard Muller, President — For Florence Muller, Secretary

My Commission Expires: 4/28/79

STATE OF NEW MEXICO } ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 8th day of May, 1978, by Gerhard Muller, President of Western Development Company, a New Mexico corporation, on behalf of said corporation.

Notary Public: Patricia A. Wheeler

My Commission Expires: 4-19-80

AFFIDAVIT

This subdivision lies within the planning or platting jurisdiction of the City of Santa Fe, New Mexico.

WESTERN DEVELOPMENT COMPANY

By: B. K. Johnson, Vice President

STATE OF NEW MEXICO } ss.
COUNTY OF BERNALILLO)

This foregoing instrument was acknowledged before me this 8th day of May, 1978, by Gerhard Muller, President of Western Development Company, a New Mexico corporation, on behalf of said corporation.

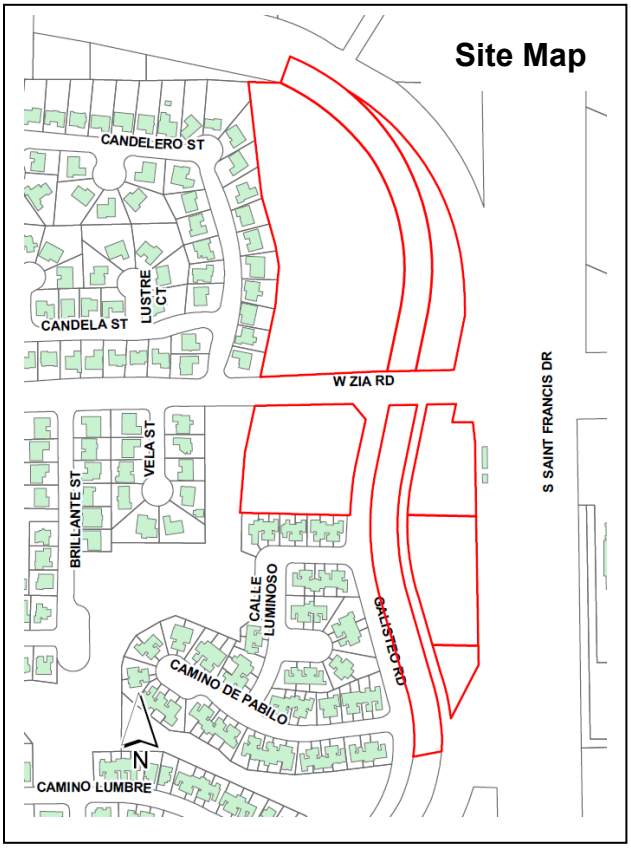
Notary Public: Patricia A. Wheeler

My Commission Expires: 4-19-80

Exhibit B

Land Use Department
Planning Commission Staff Report

Case No:	2021-3662 & 2021-4647
Hearing Date:	March 17, 2022
Applicant:	Zia Flats, LLC
Request:	Vacation and Dedication Plat and Final Development Plan
Location:	Zia Road and St. Francis Drive
Case Mgr.:	Lee Logston
Zoning:	C-2 PUD (General Commercial- Planned Unit Development)
Overlay:	None
Pre-app Mtg:	February 6, 2020
ENN Mtg:	October 29, 2020
Proposal:	Right of Way Vacation and Dedication Plat approval and Final Development Plan approval for 244 dwelling units on approximately 10.16 acres



Case # 2021-3662. Zia Station Right of Way Vacation and Dedication Plat. JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, requests approval of a Partial Vacation and Dedication Plat for Galisteo Road for properties located at the northwest and southwest corners of St. Francis Drive and Zia Road. The properties are zoned C-2 PUD (General Commercial- Planned Unit Development), and comprise a total of approximately 22.7 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136). **(POSTPONED FROM FEBRUARY 17, 2022)**

Case #2021-4647. Zia Flats Final Development Plan (Zia Station, Phase 1A). JenkinsGavin, Inc., Agent, for Zia Flats, LLC, Owner, requests Final Development Plan Approval for a 244-unit multi-family development at the northwest corner of St. Francis Drive and Zia Road. The property is zoned C-2 PUD (General Commercial, Planned Unit Development) and is approximately 10.16 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136). **(POSTPONED FROM FEBRUARY 17, 2022)**

I. RECOMMENDATION:

The Commission should **APPROVE** the Vacation and Dedication Plat (Case #2021-3662).

The Commission should **APPROVE** the Final Development Plan (Case #2021-4647).

A recommendation for **denial** of the vacation and dedication plat would render the proposed final development plan infeasible, in which case a **recommendation for denial of the final development plan would be appropriate**.

Four motions will be required, in the following order, for this case:

- *Approve or deny the Vacation and Dedication plat for Case #2021-3662;*
- *Approve or deny the Final Development Plan for Case #2021-4647, subject to the conditions of approval and technical corrections recommended by staff;*
- *Approve or amend the Findings of Fact and Conclusions of Law for Case #2021-3662 (Exhibit A(1))*
- *Approve or amend the Findings of Fact and Conclusions of Law for Case #2021-4647 (Exhibit A(2))*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval to **the final development plan** for Case #2021-4647:

#	Condition of Approval	Dept. or Division	To be completed:
1	All roadway improvements associated with the development shall be constructed prior to occupancy of Phase IA of the development. This includes all improvements on Zia Road and Galisteo Road, including the realignment. Tie Galisteo Road improvements into the existing Zia Rail Runner Station driveway.	Traffic Engineering Division	Issuance of any Certificate of Occupancy for Phase 1A
2	Drainage Facilities Maintenance note and engineer's storm water infrastructure certification shall be placed on the Plat or Development Plan.	Land Use/Terrain Management	Prior to Recordation
3	An approved Water Plan and Agreement to Construct and Dedicate (ACD) from the Water Division will be required.	Public Utilities/Water	Prior to Recordation
4	Any grading impacting existing water mains must maintain 4-foot cover, not to exceed 5-foot cover over mains. Mains must be adjusted to new grade as needed.	Public Utilities/Water	Prior to Recordation
5	The existing sewer easement shall be increased to a 25 foot width.	Public Utilities/Wastewater	Prior to Recordation
6	The existing public sewer lines and	Public Utilities/Wastewater	Prior to

	manholes shall be replaced and relocated. Alternatively, they shall be rehabilitated utilizing trenchless technology or be excavated and replaced.		Recordation
7	A revised dumpster plan must be approved by the Environmental Services Division	Environmental Services	Prior to Recordation

Following standard practice, City staff will provide the surveyor redline comments and the surveyor shall make any necessary changes to comply with technical corrections and to submit the corrected plat in Mylar. The "technical corrections" that staff recommend must be made to the development plan and preliminary subdivision plat prior to recordation are listed in Exhibit B(1).

III. EXECUTIVE SUMMARY:

Zia Station is a mixed-use Planned Unit Development designed as a pedestrian and transit-oriented community, utilizing the site's multi-modal transit options, including the Rail Runner Station, Rail Trail, and Santa Fe Trails bus service. Two components make up the request before the Planning Commission:

1. A partial vacation of right of way (ROW) and dedication plat (Case #2020-3662).
2. A final development plan proposal for 244 multi-family residential units on 10.16 acres (Case #2021-4647 - Phase 1 of the Planning Commission approved preliminary development plan).

Approval of the ROW vacation and dedication plat is required in order to develop the land according to the preliminary development plan the Planning Commission recommended approval of in Case #2020-2901. Additionally, if the vacation and dedication plat is approved, administrative approval of the lot line adjustment (Case #2020-2902) by staff will follow.

As detailed in the preliminary development plan, the final development plan (Case # 2021-4647) is Phase 1A of the overall development. Phase 1A is comprised of 244 multi-family residential units.

IV. BACKGROUND

On February 4 and 18, 2021, the Planning Commission considered the following cases concurrently for the Zia Station development:

- Case #2020-2898 North Zia Station General Plan amendment: Low Density Residential to High Density Residential for 12.1 acres
- Case #2020-2914 South Zia Station General Plan amendment: Low Density Residential to Transitional Mixed Use for 2.2 acres
- Case #2020-2899 Zia Station Rezoning: R-1 Residential to C-2 PUD for 21.0 acres
- Case #2020-2900 Zia Station Rezoning: Removal of the project area from the South Central Highway Corridor Protection District for 21 acres
- Case #2020-2901 Zia Station Preliminary Development Plan: preliminary development plan approval for a mixed-use Planned Unit Development comprised of approximately 384 dwelling units, 84,000 square feet of office space, and 36,000 square feet of restaurant/retail space

The Planning Commission considered the vacation/dedication plat concurrently with its consideration of the General Plan amendments and rezonings, but did not approve the vacation/dedication plat, as City Code first requires a resolution by the Governing Body (referenced below). The Commission recommended approval of all five requests to the Governing Body and adopted Findings of Fact and Conclusions of Law reflecting its decision on March 4, 2021.

On April 6 and 8, 2021, the Governing Body considered partial vacation of Galisteo Road and dedication of new rights-of-way as part of the preliminary development plan concurrently with the General Plan amendments and rezonings necessary to develop the project area as proposed. The Governing Body approved the proposed General Plan amendments (Resolutions #2021-20 and #2021-21) and rezonings, establishing a C-2 PUD district (Ordinance #2021-8) and amending the boundaries of the South Central Highway Corridor Protection District to exclude the project area (Ordinance #2021-7). The Governing Body also approved a Preliminary Development Plan for the entire project area (Case #2020-2901), included a phasing plan as described below:

Phase 1 (North Parcels)

Phase 1A: 244-unit multi-family community on 10.16 acres (The Project)
Phase 1B: 14 Townhomes on 0.93 acres

Phase 2 (South Parcels)

Residential: 112 multi-family units and 14 townhomes
Office: 84,000 square feet
Retail/Restaurant: 36,000 square feet

The Governing Body adopted Findings of Fact and Conclusions of Law reflecting its decision on April 28, 2021 (Exhibit D(2)).

On July 14, 2021, the Governing Body adopted Resolution #2021-39 (Exhibit D(1)), approving the proposed partial vacation of the existing Galisteo Road public rights-of-way, contingent upon the Planning Commission's subsequent approval of the proposed vacation and the dedication of new rights-of-way in the new alignments, as shown in the approved preliminary development plan for the Property.

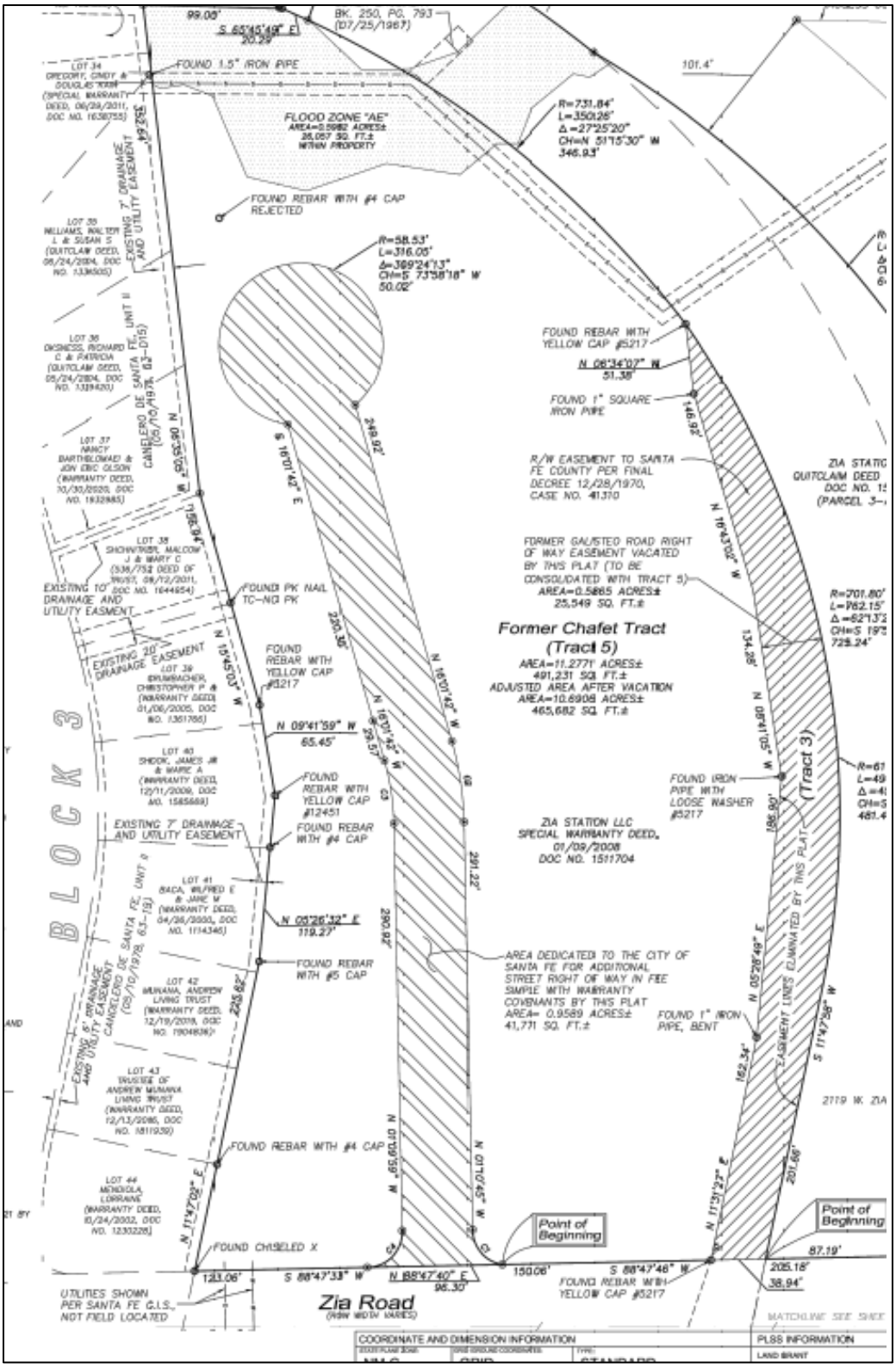
V. EXISTING CONDITIONS

The Phase 1A property is currently vacant, with the exception of the "kiss and ride" (passenger drop off only) rail passenger facility. Surrounding uses include the Candelero and Brillante Lane subdivisions to the west, somewhat dispersed single-family development to the north, retail/commercial and multi-family development to the east across St. Francis Drive, and assorted light industrial and commercial to the south. Surrounding zoning includes R-5 and R-7 to the west, R-1, R-4, and R-7 to the north, R-21, C-1, and SC1 to the east, and I-1 to the south.

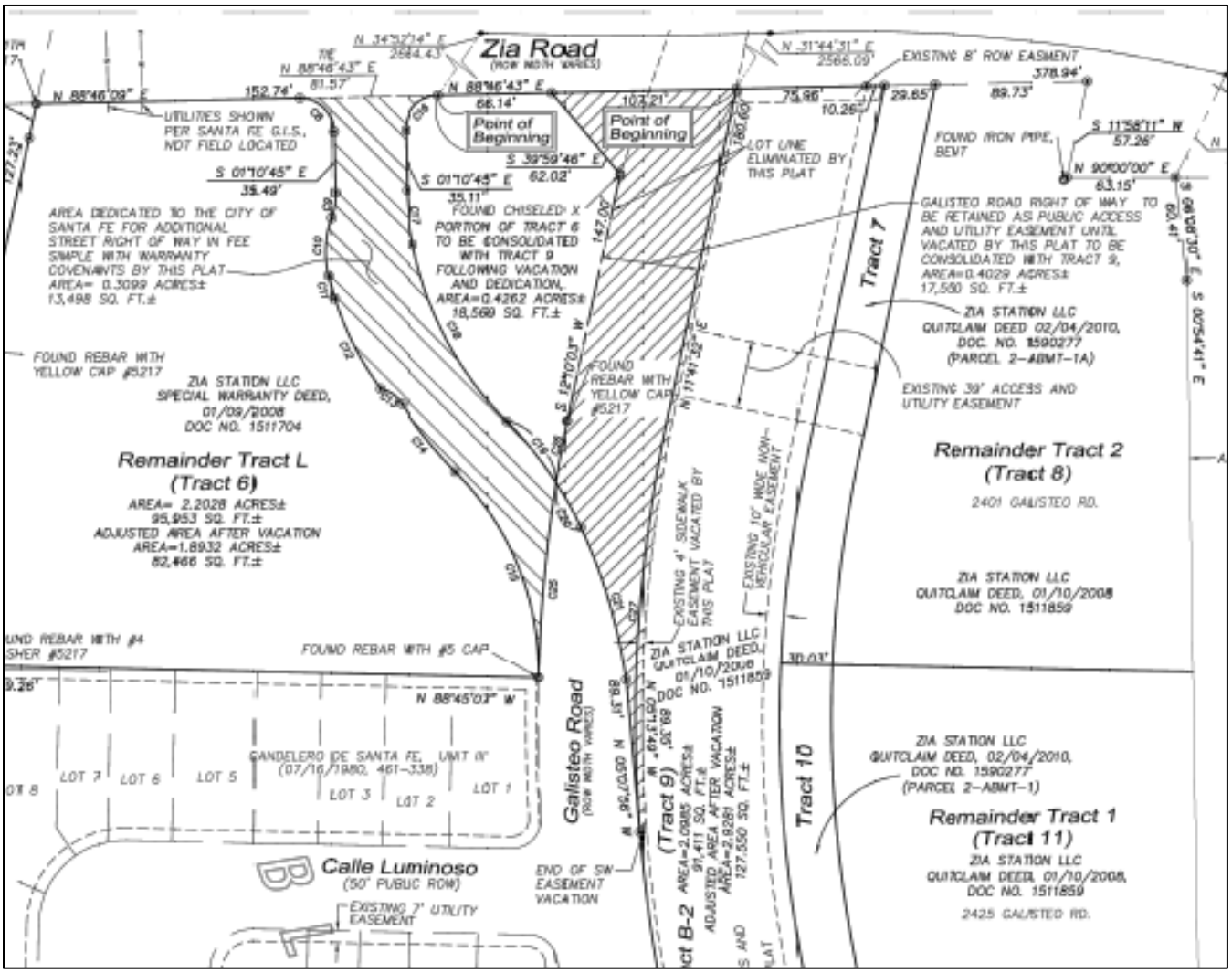
VI. GALISTEO REALIGNMENT

As mentioned above, Governing Body Resolution #2021-39 approved the vacation of portions of Galisteo Road rights-of-way (ROW) at its intersection with Zia Road. This approval was contingent on the Planning

Commission approving a plat that would vacate portions of the ROW south of Zia Road and dedicate ROW for a new alignment south of Zia Road, and dedicate new ROW north of Zia Road. Resolution #2021-39 describes the authority of the Planning Commission to approve vacation and dedication plats. The Resolution is included in Exhibit D(1).



The realignment of Galisteo requires the vacation of a portion of the existing right-of-way and dedication of new right-of-way to the City. The Right-of-Way Vacation and Dedication Plat submitted with this application represents a formal request for the City to vacate approximately 15,825 square feet of right-of-way and accept dedication of new right-of-way.



A Traffic Impact Analysis (TIA) was when the preliminary development plan for the entire 22-acre project area was considered. Among the findings was that the Galisteo/Zia intersection does not function well due to its proximity to St. Francis Drive, creating traffic delays, eastbound left-turn traffic stacking through the intersection, and other safety concerns. Based on the results of the TIA, the Galisteo/Zia intersection realignment and other required road improvements will provide more eastbound left-turn lane storage and greatly reducing the peak hour queues and delays. City Code requires that the Applicant relocate the existing waterline and any other utilities at the Applicant's expense and in coordination with the service providers.

The specific road improvements that will be required of the Applicant and constructed are detailed in the Development Plan section of this report (Section VIII, Project Analysis).

VII. VACATION AND DEDICATION PLAT CRITERIA; SECTION 23-1.2(C)(2)

Resolution #2021-39 approved *"The vacation of existing portions of the Galisteo Road Rights-of-Way at Galisteo Road's intersection with Zia Road, contingent on the Planning Commission's approval of the vacation of existing rights-of-way and the dedication of new Galisteo Road right-of-way south of Galisteo Road's intersection with Zia Road in a new alignment, and new Galisteo Road right-of-way north of Galisteo Road's intersection with Zia Road."*

The vacation process is addressed in NMSA 1978, Section 3-20-12: "*In approving the vacation or partial vacation of a plat, the planning authority of the municipality shall consider if the vacation or partial vacation of a plat will adversely affect the interests or rights of persons in contiguous territory or within the subdivision being vacated. In approving the vacation or partial vacation of a plat, the planning authority of the municipality may require that streets dedicated to the municipality in the original plat shall continue to be dedicated to the municipality."*

The vacation process is also addressed in SFCC 1987, Section 23-1.2: *"…Factors to be considered in vacation or partial vacation of a plat shall first be whether the public right-of-way continues to be a necessary part of the city's utility easements which should not be disturbed, whether the public right-of-way is a necessary and integral part of the city's traffic and neighborhood scheme for travel, balanced against other interests such as whether the public right-of-way is no longer needed or used as a public right-of-way or has become a public nuisance and no other reasonable remedy is available to abate the nuisance."*

The Planning Commission and the Governing Body demonstrate that, as required by State law, the "planning authority" of the City of Santa Fe, has decided that the partial vacation of Galisteo ROW and dedication of additional ROW is appropriate and will not adversely affect the interests or rights of persons in the area or within the City of Santa Fe. In addition, the proposed vacation and dedication plat meet all development standards and will not create or increase any non-conformities with Chapter 14; therefore, staff recommends approval.

SFCC 1987, Section 23-1.2 and NMSA 1978, Section 3-20-12 govern the Criteria for approval of vacation plats and are detailed below. As both SFCC 1987, Section 23-1.2 and NMSA 1978, Section 3-20-12 are written in paragraph form, rather than line-by-line criteria, Sections of the code are repeated in the table below to address different elements of the code.

SFCC 1987, Section 23-1.2(A): Whether the public right-of-way continues to be a necessary part of the city's utility easements which should not be disturbed;	**Criterion Met:** (Yes/No) **YES**
The vacation/dedication plat provides new utility easements in the realigned section of Galisteo south of Zia Road and in the new section of Galisteo Road to be dedicated and built to the north of Zia Road. The Applicant will relocate all utilities at its own expense, and the new alignment of Galisteo will continue to provide necessary utility service.	
SFCC 1987, Section 23-1.2(A): Whether the public right-of-way is a necessary and integral part of the city's traffic and neighborhood scheme for travel;	**Criterion Met:** (Yes/No) **YES**

The southern portion of right-of-way is a necessary and integral part of the area's road network, but its vacation and realignment will improve neighborhood travel by improving eastbound left-turn queuing at St. Francis Drive, as demonstrated in the Traffic Impact Analysis. Approval by the Planning Commission will require that the new right-of-way be dedicated, that the road built in the new alignment, and that the new road be accepted by the City before the existing portion of Galisteo is closed for public use. The modeling predicts that there will be no interruption of traffic service to the public and the City's traffic and pedestrian travel network will be improved. The new section of right-of-way to be dedicated and built on the northern portion of the property will serve new development to the north. Finally, the realigned intersection will enable the construction of the HAWK pedestrian crossing.	
SFCC 1987, Section 23-1.2(A): Other interests such as whether the public right-of-way is no longer needed or used as a public right-of-way or has become a public nuisance and no other reasonable remedy is available to abate the nuisance;	**Criterion Met:** (Yes/No) **YES**
As stated above, the right-of-way is still a necessary part of the City's transportation network and is not a nuisance. The overall traffic and pedestrian travel network are modeled to function at a higher level of service after the realignment of the southern Galisteo right-of-way, dedication of new right-of-way north of Galisteo, and construction of both roads in the new alignments. The modeling predicts that there will be no interruption of traffic service to the public and the City's traffic and pedestrian travel network will be improved.	
NMSA 1978, Section 3-20-12(B) & SFCC 1987, Section 23-1.2(C)(2): Whether the vacation will adversely affect the interests or rights of persons in contiguous territory;	**Criterion Met:** (Yes/No) **YES**
The vacation does not adversely affect the rights of any person in contiguous territory, because the Applicant and the City own all of the land in question. Furthermore, the vacation, realignment, and dedication of a new right-of-way is in the public's interest in that it moves the intersection of Galisteo Road and Zia Road further away from the intersection of Zia Road with St. Francis Drive, improving traffic stacking at the newly configured intersection at St. Francis Drive, and allows for the HAWK pedestrian crossing.	
SFCC 1987, Section 23-1.2(A): Whether at least seventy-five percent (75%) of the land owners adjacent to the ROW to be vacated approve of the vacation;	**Criterion Met:** (Yes/No) **YES**
The Applicant or the City owns all affected lands and therefore this criterion is met. There are no other owners who need to agree in order to reach 75% approval.	
SFCC 1987, Section 23-1.2(A): Whether the proposal would result in any property being landlocked (if so, the proposal cannot be approved); and	**Criterion Met:** (Yes/No) **YES**
The Applicant has proposed a lot line adjustment plat, which will create ten new tracts of land configured around the new alignment of Galisteo Road. With the approval of the proposed lot line adjustment, none of the new properties will be landlocked.	
SFCC 1987, Section 23-1.2(D): Whether the proposal will affect the existing rights of any utility.	**Criterion Met:** (Yes/No) **YES**
The vacation/dedication plat will provide new utility easements in the realigned section of Galisteo south of Zia Road and in the new section of Galisteo Road to be dedicated and built to the north of	

Zia Road. The Applicant is required to relocate all utilities at its own expense and, the new alignment of Galisteo will continue to provide necessary utility service.

VIII. PROJECT ANALYSIS: PHASE 1A FINAL DEVELOPMENT PLAN

Project Description

The Preliminary Development Plan approved by the Governing Body on April 8, 2021, established a Planned Unit Development that it required to be developed in phases and sub-phases. The first phase, Phase 1A, includes 244 multi-family units on 10.16 acres. The development plan also includes the following road improvements, which the Applicant is required, as a condition of the plan's approval, to complete before the City issues any Certificate of Occupancy for Phase 1A apartments:

1. Zia Road modifications to create three eastbound left-turn lanes and one through/right-turn lane, with associated bike lane and sidewalk improvements.
2. Realignment of the northern extent of Galisteo Road approximately 180 feet west.
3. New extension of Galisteo Road north of Zia Road to serve Phase 1.
4. Mid-block HAWK activated crosswalk with mid-street pedestrian refuge island.
5. Secondary, gated emergency access drive between St. Francis and Galisteo.

The development plan limits the proposed apartment buildings that front Galisteo to two stories, with the exception of the southern portion of one building at the northeast corner of Zia and Galisteo. The plan includes the remaining buildings, adjacent to St. Francis Drive, as three-stories. However, the plan requires that the finished floor elevation of the three-story buildings is 18 feet below the grade of St. Francis Drive.

The development plan includes community amenities such as landscaped courtyards, pool, fitness center, resident lounges, and sky decks. The plan also includes Rail Trail access via connections to the sidewalk on Zia Road, which will also provide direct access to the Rail Runner Station via a new HAWK pedestrian crossing of Zia Road. In addition, the plan includes development of a 0.91-acre parcel at the northeast corner of the site as a dog park, adjacent to the Rail Trail and the St. Francis underpass.

Parking

Parking for the Phase 1A residences is planned to include a combination of surface, covered, and garage spaces. The required parking is outlined below:

	Number	Size	Spaces	Required	Provided
Apartments	196	< 800 sf	1.25 per unit	245	
Apartments	48	800-1200 sf	1.5 per unit	72	
Total Parking				317	334

**Includes 249 Surface Spaces (12 ADA Accessible Spaces), 48 Garage Spaces (1 ADA space), and 29 Carport Spaces (1 ADA space)*

In addition, the new north extension of Galisteo Road will include 17 public on-street parking spaces, which will offset the loss of the existing Rail Trail trailhead parking area.

Access and Traffic

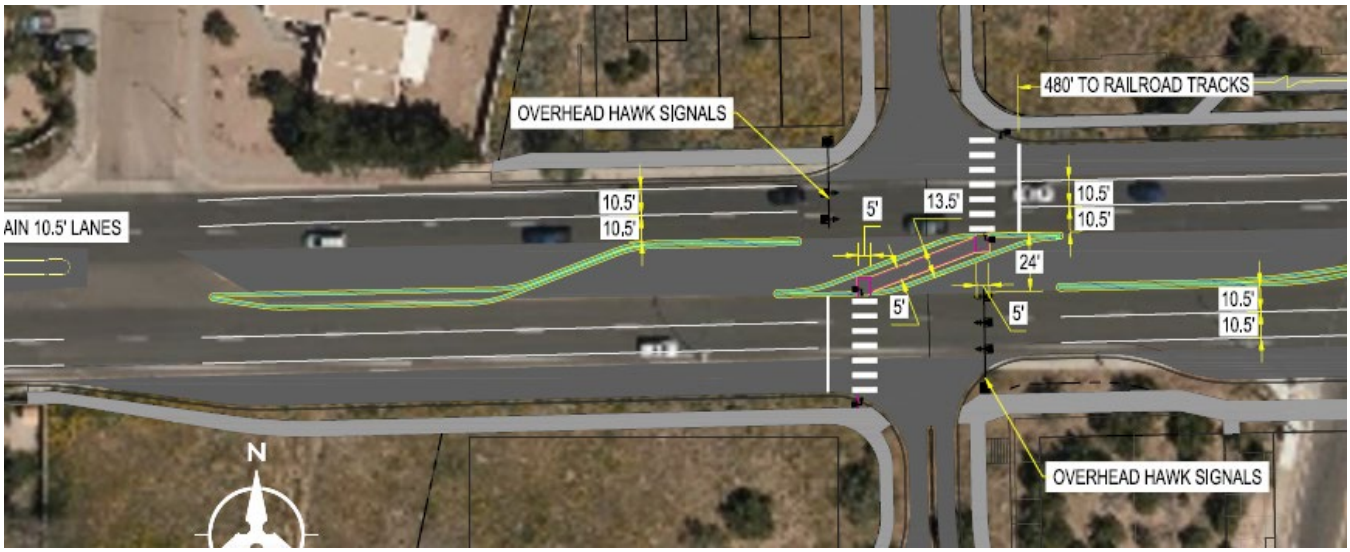
The plan includes access to Zia Flats via the new north extension of Galisteo Road, which is required to be dedicated as a 50-foot public right-of-way terminating in a cul-de-sac. The roadway is required to be constructed substantially in conformance with sub-collector standards. However, in accordance with SFCC 1987, Subsection 14-9.2(B)(3), staff requests approval of an "innovative street design", providing on-street parallel parking on the east side with sidewalks at the back of curb in order to better accommodate entering and exiting vehicles. The requisite street trees are proposed in the five-foot planting strip behind the sidewalk. The intersection with Zia Road is limited to a right-in/right-out/left-in access. Lastly, a gated, secondary emergency access drive will be constructed on Zia Road between Galisteo and St. Francis.

Phase 1A road improvements in the plan include the realignment of Galisteo Road on the south side of Zia approximately 180 feet west of St. Francis, which would increase the eastbound queue capacity at St. Francis. Three access points to Phase 2 have been preliminarily approved on the realigned southern section of Galisteo Road. In addition, the plan's modifications to Zia Road would create a "complete street" and would include the construction of three eastbound left-turn lanes at St. Francis Drive and eastbound and westbound right-turn lanes and left-turn lanes at Galisteo, as well as bike lanes. In order to enhance and celebrate the pedestrian experience on Zia, the plan includes increasing the sidewalk width on the north side to 6-feet with the addition of a 5-foot planter strip. On the south side, the plan includes an increase of the sidewalk width to 8-feet separated from the roadway with a 7-foot planter strip.

Bohannan Huston, Inc. prepared a Traffic Impact Analysis (TIA) for the submission of the Preliminary Development Plan. The executive summary of the TIA is re-submitted as an attachment to this memo for your reference (Exhibit E(3)). The scope of the Analysis was established in coordination with the City Public Works Department and the NMDOT. The findings of the TIA were discussed at length at preliminary development plan stage. A summary of the findings can be found in the Applicant's Project Report (Exhibit E(1), page 5). No new additional traffic analysis was required for this final development plan.

Pedestrian and Bicycle Connectivity

In order to prioritize pedestrian and cyclist safety and connectivity between the north and south phases of the Zia Station development, a signalized High-Intensity Activated Crosswalk (HAWK) pedestrian crossing is proposed at the intersection of the realigned Galisteo Road and Zia Road. A HAWK is a signalized crossing that operates in a yellow-red-flashing red sequence to alert motorists that pedestrians or cyclists need to cross the road. Unlike traffic signals, the HAWK only operates when a pedestrian pushes the crossing button. The HAWK signal proposed is a two-stage crossing, with count down heads and buttons in the median. The proposed HAWK signal would be connected to the Rail Runner control cabinet as an additional safety measure. As a train is coming, the HAWK is designed to be temporarily disabled to prevent westbound vehicles from backing onto the tracks. After traffic clears, the HAWK is designed to permit pedestrians and/or cyclists to cross. The proposed HAWK crossing would coordinate with the St. Francis Drive/Zia Road signal timing and modeling demonstrates that it will have no impact on the intersection. This design is used successfully elsewhere, and will be the first pedestrian crossing of its type in Santa Fe.



Proposed HAWK pedestrian crossing at realigned Galisteo Street, also showing U-turn accommodations just east of Galisteo, where the ROW is widened for a deceleration/right turn lane.

Terrain Management

Phase 1 terrain slopes from east to west with an overall grade change of approximately 20 feet. The Arroyo de los Chamisos traverses the north end of the site. The plan proposes that the apartment buildings will be stepped in some locations to match the natural terrain. Retaining walls are proposed along Zia and St. Francis. The Plan proposes that storm water will be harvested in landscaped areas and directed to a detention pond incorporated into the landscaped open space north of the townhomes. Per SFCC requirements, the proposed on-site detention is adequate to ensure that there will be no new runoff to the Arroyo due to development of the land.

The proposed water harvesting for the project would capitalize on surface collection and passive water harvesting to help support new landscaping. Passive water harvesting strategies in the plan include sloping impermeable surfaces such as sidewalks and paved areas to direct runoff to landscape planting areas, fine grading swales for surface water harvesting, installing curb cuts at parking/roadway medians to divert water to planter medians, and directing rainwater from roof canales/downspouts to adjacent planter beds.

Water and Sewer

Water is available via lines in Zia and Galisteo Roads and sewer connections will be made at the manhole in Zia east of Candelero Street and at the Arroyo de los Chamisos line. The plan provides that service will be provided to Zia Flats via a combination of public and private lines. Gated access for maintenance of the Arroyo de los Chamisos sewer line would be provided at the north end of the Galisteo cul-de-sac. There is an existing waterline in the portion of Galisteo Road to be realigned, which would be relocated as part of the roadway construction.

Water Budget

The Phase 1 Water Budget is estimated at 24.38 acre feet per year, and the water demand offset for the market rate units, inclusive of the required 9.8% contingency per SFCC 1987 Section 14-8.13(E)(1), is 24.43 acre feet per year. In accordance with the City's requirements, water rights will be provided to offset

the project's water demand. The Applicant will acquire water rights to offset the project's water demand in accordance with SFCC Section 14-8.13. Water Budgets are included in Exhibit E(2).

Landscaping and Open Space
In Phase 1, a minimum of 250 square feet of open space is required per ground floor dwelling unit per SFCC 1987, Subsection14-7.5(D)(8)(c). The open space calculation is as follows:

	Required	Type	Provided
Apartments	250 sf x 70 ground floor units = 17,500 sf	Common Open Space	126,000 sf

The project landscape approach is tailored to provide a range of enjoyable outdoor areas for public use, to provide an urban tree canopy of diverse species to help reduce heat island effect, and to transition to native landscapes along property edges. Plant selections focus on drought tolerant, pest resistant, and appropriate species that are viable in urban/semi-urban settings. The proposed diverse combination of native and introduced plant species will provide biodiversity, wildlife habitat, and resilience to climate shifts.

Common open space planned within the residential areas of Phase 1 includes a range of active and passive gathering spaces for residents. For the apartments, this includes a pool area with spa, ramada, and lounge areas adjacent to the main entrance/lobby. Three additional common areas among apartment buildings are proposed to serve as passive gathering areas with seating and fire pits. A central north-south pedestrian corridor connects the apartment buildings to the Zia Road sidewalk to the south. The plan includes a detention pond along the northwest side of the new Galisteo Road that will be planted with a range of native trees and shrubs to evolve into a dense riparian buffer between the new development and existing residential properties. Lastly, the plan includes a 0.9-acre fenced dog park that would be accessed from the existing Santa Fe Rail Trail and would be available for use by both dog-owner residents of the proposed development and the public at large.

New sidewalks along Galisteo Road, Zia Road, and internally will provide connectivity within the new development and link to existing perimeter urban trails and sidewalks. This pedestrian environment will be more appealing and safer with the additional shade from street tree canopies and landscaped buffers between walkways and roadways.

Fire Protection and Emergency Access
All buildings are required to be equipped with automatic fire suppression and, in accordance with IFC requirements, the drive lanes are required to be 26 feet wide adjacent to three-story buildings. The plan includes access to the Phase 1 apartment parking areas through controlled vehicular gates that will be equipped with emergency access strobes. The plan includes new fire hydrants at requisite intervals and Fire Department Connections to building standpipe systems will be provided where required. The required twenty-foot secondary emergency access drive on Zia Road will serve Phase 1. The fire lane will be gated and equipped with an emergency access strobe.

Lighting
The plan includes LED fixtures mounted at a height of 25 feet that will provide lighting to all parking areas in the Phase 1 apartment complex. It also includes shielding for all lighting to prevent light pollution in

accordance with the New Mexico Dark Skies Ordinance and shall comply with SFCC 1987 Section 14-8.9.

Environmental Review: Archaeology and Prairie Dogs
The subject parcels are located within both the Suburban and the River & Trails Archaeological Districts. An archaeology survey of the entire Zia Station property (NMCRIS No. 146734) was reviewed by the City's Archaeological Review Committee, and clearance was issued in Case #2020-003016-ARC. No significant sites were identified. The applicant is required to assess the site for Gunnison's prairie dogs and to relocate any colonies prior to issuance of construction permits.

Santa Fe HOMES Program
As previously presented to Planning Commission and City Council with the Zia Station applications, the Applicant proposes that 10% of the residential units (24 units) will be priced affordably for a period of ten years. In particular, this means that rents may not exceed the Fair Market Rent (FMR) for Santa Fe County as established by the Department of Housing and Urban Development (HUD). In accordance with the SFHP, the Applicant requests the following development incentives:

- Waiver of 20% of the following fees as calculated for the project: Development Review Application Fees, Construction Permit Fees, Impact Fees, and Utility Expansion Charges.
- Waiver of water demand offsets for the 24 affordable units per SFCC Section 14-8.13(B)(5).

Further, the Applicant is also required to provide a 5% Fee-in-Lieu, calculated according to SFHP methodology. The executed HOMES proposal is included in Exhibit E(4).

Architectural Design
A high architectural standard is proposed, utilizing traditional vernacular and contemporary expressions of "Santa Fe Style". The buildings proposed will harmonize with one another and their surroundings, while eschewing homogeny. This anticipated outcome was achieved through engaging with several local architects to create a diverse architectural vision. The Applicant has demonstrated that the proposed buildings comply with SFCC Table 14-8.7-2: Architectural Design Standards and Point Allocations.

Construction Phasing for Phase 1A
After approval of the development plan, construction for the Zia Flats project is required to proceed according to the attached Construction Phasing Plan. The infrastructure for each phase, as depicted, will meet the applicable level of completion standards for multi-family development projects, per the City of Santa Fe Infrastructure Completion Policy (ICP). Once the infrastructure is complete for each phase and has been approved by the City Engineer per the ICP's Partial Completion guidelines, vertical construction will be permitted on a phase-by-phase basis. Similarly, the building in each phase will be eligible for a Certificate of Occupancy upon Substantial Completion of the infrastructure for that phase.

IX. DEVELOPMENT PLAN APPROVAL CRITERIA SECTION 14-3.8(D)(1)

The proposed development plan meets all development standards and will not create or increase any non-conformities with Chapter 14; therefore, staff recommends approval. SFCC Section 14-3.8 governs the authority, procedures, and restrictions for development plans. The Criteria for approval of Development Plans are detailed below:

Criterion 1: that the Planning Commission has the authority and is empowered to approve the development plan under the section of Chapter 14 described in the application;	**Criterion Met:** (Yes/No) **YES**
Santa Fe City Code (SFCC) Subsection 14-3.8(B)(3)(a) requires a development plan for development with a gross floor area of over thirty thousand square feet in any zone. SFCC 1987 Section 14-3.8(B)(3)(b), a new development with a gross floor area of ten thousand (10,000) square feet in the C-2 zone requires a development plan. The property was rezoned to C-2 PUD (General Commercial – Planned Unit Development on April 8, 2021.The Phase 1A apartments comprise 197,897 square feet. Subsection 14-2.3(C)(1) authorizes the Planning Commission to review and approve or disapprove development plans.	
Criterion 2: that approving the development plan will not adversely affect the public interest; and	**Criterion Met:** (Yes/No) **YES**
The Governing Body has implemented the General Plan and ordinances in order to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. Subject to staff recommended conditions of approval, the proposed development plan complies with SFCC Chapter 14 and would not adversely affect the public interest. The Zia Flats (Zia Station, Phase 1A) project serves the public interest through the provision of much-needed housing, including affordable housing, in a mixed-use, walkable environment, with access to multi-modal transit options. The project will also construct critical roadway improvements to ameliorate existing congestion issues and improve pedestrian connectivity.	
Criterion 3: that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.	**Criterion Met:** (Yes/No) **YES**
The subject property is located in a mixed-use area comprising significant commercial and multi-family development. The proposed uses and scale of the project are compatible with land uses in the vicinity, while serving as an appropriate transition between the adjacent existing residential development and the St. Francis corridor.	

X. EARLY NEIGHBORHOOD NOTIFICATION

Early Neighborhood Notification (ENN) is not required for Final Development Plan approval. A series of ENNs and other meetings with residents have occurred throughout the process of consideration of this application. The applicant has displayed the ROW vacation and dedication plat for the public throughout this process at the various ENNs, other public meetings, and public hearings. ENN notes from the official ENN on October 9, 2020 can be found in Exhibit E(5).

XI. EXPIRATION

SFCC 1987 Chapter 14 and Chapter 23 provide no expiration provisions for a vacation and dedication plat. It is by its nature a final action with no expiration.

Per SFCC 1987 Subsection 14-3.19(B)(4), “Approval of a final development plan … shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to Subsection 14-3.19(B)(6).” Therefore, should the Commission approve the final development plan and adopt Findings of Fact and Conclusions of Law at this hearing, the expiration date would be March 17, 2025.

XII. ATTACHMENTS:

EXHIBIT A: Draft Findings of Fact and Conclusions of Law
1. Case #2021-3662
2. Case #2021-4647

EXHIBIT B: Development Review Team Memoranda
1. Compiled Technical Corrections
2. Traffic Review
3. MPO Review
4. Terrain Management & ADA Review
5. Water Engineering Division Review
6. Wastewater Division Review
7. Landscape Review
8. Solid Waste Review
9. Fire Review

EXHIBIT C: Maps and Photos

EXHIBIT D: Supporting Material
1. Resolution 2021-39: Approved ROW Vacation & Dedication
2. Governing Body Findings of Fact and Conclusions of Law Case #2020-2901
3. Building Site Sections

EXHIBIT E: Applicant Materials
1. Application Report
2. Water Budgets
3. TIA Executive Summary
4. Santa Fe Homes Proposal
5. ENN Notes
6. Proposed Development Plan

APPROVED BY:

Title	Name	Initials
Interim Planning and Land Use Director	Jason Kluck	*JMK*
Land Use Department Case Manager	Lee Logston. AICP	*LL*

Exhibit C

Bohannan Huston

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

ZIA STATION
TRAFFIC IMPACT ANALYSIS
NOVEMBER 2020









ZIA STATION TRAFFIC IMPACT ANALYSIS

Date:

November 2020

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Eric J. Wrage 11/23/2020

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Appendix B 2020 Existing Intersection Capacity Analysis
Appendix C Turning Movement Development
Appendix D 2024 No Build Intersection Capacity Analysis
Appendix E 2024 Build Intersection Capacity Analysis
Appendix F Safety Analysis

I. INTRODUCTION AND SUMMARY

Zia Station, LLC proposes to develop vacant land surrounding the Zia Rail Runner Station west of St Francis Drive and north and south of Zia Road. The proposed development will include retail, office, and residential land uses in addition to two parking garages.

A. STUDY PURPOSE

The purpose of the traffic study is to determine the impacts of the proposed development on the surrounding roadway network, evaluate the operation of the proposed site entrances, and to recommend any mitigation measures that may be necessary to support additional traffic generated by the new development.

B. EXECUTIVE SUMMARY

1. SITE LOCATION AND STUDY AREA

The site is located west of St Francis at Zia in Santa Fe, New Mexico. A vicinity map and site plan are shown in Figure 1, and the porposed site plan of the future development is shown in Figure 2.

The study area consists of the following intersections:

- St Francis Drive and Siringo Road
- St Francis Drive and Zia Road
- St Francis Drive and Sawmill Road
- Galisteo Road and Zia Road
- Galisteo Road and Calle Luminoso
- Galisteo Road and Camino de Pabilo
- Galisteo Road and Rodeo Road
- Zia Road and Candelero Street

The intersection evaluations include analysis for the AM and PM peak hours for the following traffic conditions:

- Existing traffic (2020)
- 2024 Completion Year without proposed development (2024 No Build)
- 2024 Completion Year with buildout of the site (2024 Build)

2. PRINCIPAL FINDINGS

The traffic analysis found the St Francis and Zia signalized intersection does not operate at acceptable levels of service under the Existing 2020 and 2024 No Build. Proposed improvements to the eastbound approach are expected to help improve the operation of the intersection in 2024 Build.

In the existing and no build analyses, the St Francis Drive and Siringo Road signalized intersection operates overall acceptably in all analysis periods in the AM but is overall LOS F in most 15-minute analysis periods in the PM. St Francis Drive and Zia Road operates overall F in most analysis periods in the AM and PM, with oversaturated conditions and queueing in the eastbound left lane. St Francis Drive and Sawmill Road operates overall acceptably in all analysis periods in the AM and PM. Each intersection has numerous movements that operate at LOS E or worse in the AM and PM.

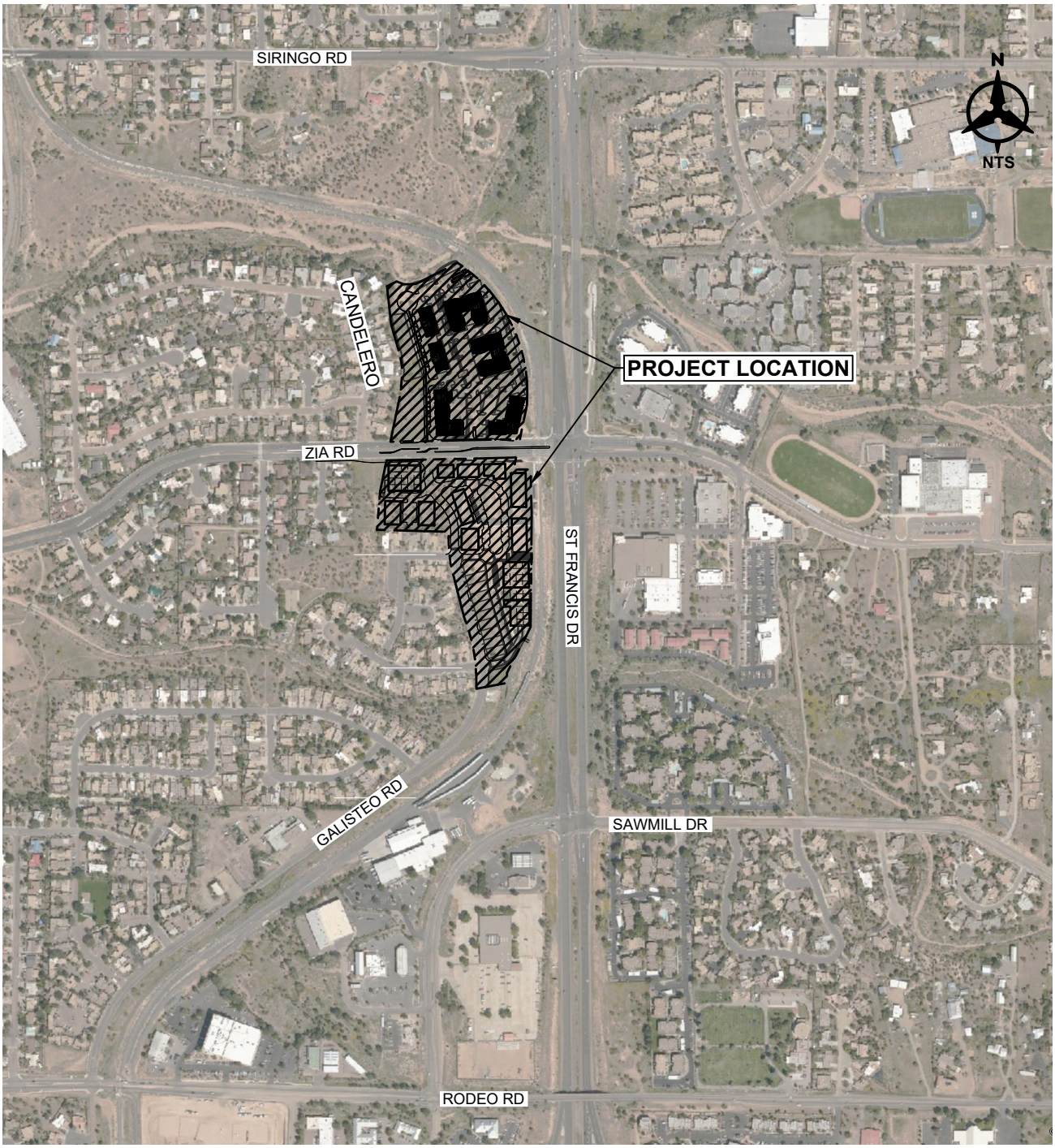
In the build analysis, St Francis Drive and Zia Road operates at an overall acceptable LOS in all 15-minute analysis periods in the AM. In the PM, four analysis periods will operate at overall LOS E or worse. The operation of the eastbound left movement improves significantly in both AM PM; however, the eastbound thru/right movement is expected to worsen, particularly in the AM. This is considered to be an acceptable trade-off to the overall improvement to operations at the intersection due to the proposed improvements,

The unsignalized intersections and site driveways operate acceptably in the existing, no build, and build analyses.

3. RECOMMENDATIONS

- All designs shall satisfy the Manual on Uniform Traffic Control Devices (MUTCD) requirements.
- At the intersection of St Francis Drive and Zia Road it is recommended the dual eastbound left-turn lanes be converted to three total turn lanes. The inside most left-turn lane should be extended to a length of 275 feet from the stop bar. The two outside lanes will also serve eastbound left turns, which should extend 400 feet from the stop bar to the new Galisteo Road.
- With the triple eastbound left-turn lanes, the existing shared eastbound thru and right-turn lane will need to be extended east of the Zia Road and Galisteo Road intersection towards the new re-aligned Galisteo Road intersection (see below). Traveling eastbound on Zia Road through Galisteo Road, motorists must move right into the shared thru/right lane. Implementation of temporary signage alerting motorists of the new intersection configuration will be needed.

- This project is proposing to re-align Galisteo Road to the west to increase queue storage on Zia Road between Galisteo Road and St Francis Drive.
- It is recommended that Zia Road and Galisteo Road operate as a left-in/right-in/right-out only intersection. Due to the short distance between this intersection and St Francis Drive, there are safety concerns for the northbound and southbound left-turn movements attempting the cross thru traffic (it is easy to misjudge how fast a vehicle is approaching). This will require construction of a median to prevent northbound and southbound left-turn movements. In addition, the northbound right turn lane will be perpendicular to Zia Road, with a short bulb out to allow passing eastbound drivers access to the eastbound through/right lane at St Francis. This was done as it was considered unsafe to construct the northbound right turn as a free right due to the potential of conflicts with northbound right and eastbound drivers.
- A westbound left-turn lane at Zia Road and Candelero Road is recommended to allow for u-turns. The removal of northbound and southbound lefts from Galisteo Road onto Zia Road may result in motorists performing u-turns at Candelero Road.
- East and westbound right-turn lanes are recommended from Zia Road onto Galisteo Road and should be designed to NMDOT State Access Management Manual (SAMM) deceleration lane standards.
- To accommodate the third eastbound left-turn lane at St Francis Drive and Zia Road, additional improvements will be required at this intersection. This includes adjusting the dual westbound left-turn lanes to properly position the opposing left-turn lanes. Moving the westbound left-turn lanes will require the pedestrian refuge to be located between the westbound left-turn and westbound thru lanes. Other improves include modifying the medians on St Francis to accommodate the eastbound and westbound left-turn lane paths. Considerations for the northbound signal and the drop inlet on St Francis may also be required.



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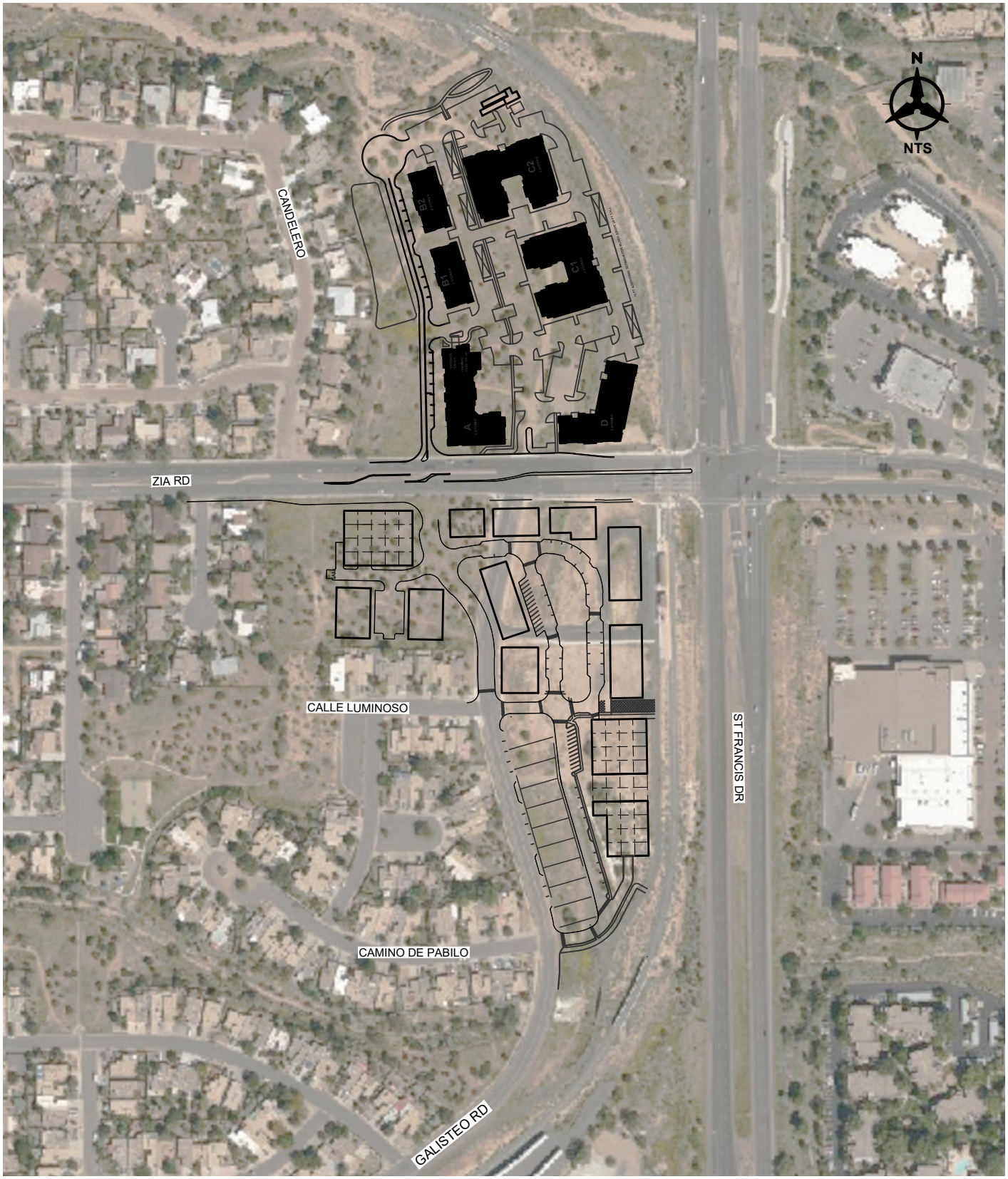
ZIA STATION
SANTA FE, NEW MEXICO
SITE TRAFFIC ANALYSIS

FIGURE 1
VICINITY MAP



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ZIA STATION
SANTA FE, NEW MEXICO
SITE TRAFFIC ANALYSIS

FIGURE 2
SITE PLAN

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II. PROPOSED DEVELOPMENT

A. LAND USE AND INTENSITY

The proposed development will include single- and multi-family residential, office, restaurant, and retail.

The surrounding area is primarily developed with residential uses west of St Francis Drive and commercial uses east of St Francis Drive.

B. DEVELOPMENT PHASING AND TIMING

The project is expected to be developed by 2024, and the year 2024 was used as the build year in the analysis. The north parcel is expected to develop first, with the south parcel to follow. It is anticipated that a follow-up traffic study will be prepared when the south parcel is developed to determine if the mitigation presented herein continues to result in acceptable level of service.

III. STUDY AREA CONDITIONS

A. STUDY AREA

The study area consists of the signalized intersections of St Francis Drive with Siringo Road, Zia Road, Sawmill Road. Unsignalized intersections that were evaluated include Zia Road and Galisteo Road, Zia Road and Candelero Street, and Galisteo Road and Rodeo Road. The proposed site access driveways along Galisteo Road were also evaluated as two-way stop-controlled intersections.

B. SITE ACCESSIBILITY

The development south of Zia Road will have access via three proposed driveways, one right in-right out-left in, and two full access. North of Zia Road the development will be accessed from Zia Road and Galisteo Road as a left-in, right-in, right out driveway. All access points are shown in Figure 2, the Site Plan.

C. DATA SOURCES

The data used in this report consist of the traffic counts described below, aerial photography and mapping from Google Earth®, and information provided by SF Brown.

IV. ANALYSIS OF EXISTING CONDITIONS

A. BACKGROUND

1. ADJACENT ROADWAYS

St Francis Drive provides north-south access within the city and regional connectivity north of Santa Fe. St Francis Drive is classified as a principal arterial by the Santa Fe Metropolitan Transportation Organization (MPO). The posted speed limit is 45 miles per hour (MPH). St Francis Drive has three travel lanes in each direction with a continuous center median and two-way left turn lane at signalized intersections. The Santa Fe MPO Traffic Count Data System indicates in 2013 St Francis Drive had an average daily traffic volume (ADT) of about 44,900 vehicles per day (vpd).

Siringo Road is classified as a minor arterial west of St Francis and a major collector east of St Francis. Siringo Road has one travel lane in each direction and the posted speed limit is 25 MPH. The reported daily traffic is approximately 13,900 vpd in 2019.

Zia Road is classified as a principal arterial west of St Francis and a major collector east of St Francis. While Zia road only has two travel lanes in each direction and a posted speed limit of 35 MPH, it is classified as a principal arterial because it attracts trips from the west/ south traveling north/east. The daily traffic in 2019 was approximately 17,100 vpd.

Sawmill Road is classified as minor arterial west of St Francis and a minor collector east of St Francis. Sawmill Road has two travel lanes in each direction and the posted speed limit is 35 MPH. There were about 9,100 daily trips in 2019.

Rodeo Road is classified as a minor arterial and the posted speed limit is 40 MPH. Rodeo Road has one travel lane in each direction and the daily traffic was 9,500 vpd in 2011.

Galisteo Road is classified as a minor collector and the posted speed limit is 30 MPH. Galisteo Road has one travel lane in each direction and the daily traffic was 2,300 vpd in 2019.

2. MULTI-MODAL CONDITIONS

Being adjacent to the Zia Rail Runner station, the development provides direct access to rail transit options. The development also has direct access to bus lines that serve the City of Santa Fe. The Santa Fe Trails Transit Route 6 provides services from Rodeo road to the northeast. Near the development, the route travels along St Francis between Sawmill Road and Zia Road with one stop on the east leg of Zia.

The development is also in proximity to walking and bicycle trails, including easy access to the Rail Trail, as well as nearby bicycle facilities on Siringo Road, Zia Road, Rodeo Road, and Galisteo Road. The development will also provide trail connections within the site.

B. EXISTING TRAFFIC CONDITIONS

Traffic counts for the intersection analyzed in the study area were collected on March 3-10, 2020. Existing traffic counts are included Appendix A. The counts included 6-hour turning movement counts. The counts were collected prior to the COVID-19 shutdown, although not all desirable data was collected (demand volumes, lane utilization, RTOR), and the Siringo intersection was not collected due to the shutdown.

To account for potential demand volumes, adjustments were applied to the traffic counts. This approach used 8 (eight) 15-minute periods. This resulted in a 2-hour period being evaluated for all the signalized intersections. This was done to encompass the full peak hour and assumed demand volumes (no unmet demand at the end of any 15-minute period) had dissipated during these 2-hour windows.

Lane utilization for the southbound through traffic destine for I-25 southbound was estimated from previous studies on St. Francis that collected this data. Lane utilization for the Zia eastbound left was estimated based on available left turn storage.

The methodology used for these adjustments are described further in Appendix A.

C. EXISTING LEVELS OF SERVICE

1. VEHICULAR ANALYSIS

The *Highway Capacity Manual Sixth Edition* (HCM) defines Level of Service (LOS) for un-signalized intersections in Table 1 as follows:

Table 1 | LOS Definitions

Level of Service	Definition	Signalized (sec/veh)	Unsignalized (sec/veh)
A	Most vehicles do not stop.	<10	<10
B	Some vehicles stop.	>10 and <20	>10 and <15
C	Significant numbers of vehicles stop.	>20 and <35	>15 and <25
D	Many vehicles stop.	>35 and <55	>25 and <35
E	Limit of acceptable delay.	>55 and <80	>35 and <50
F	Unacceptable delay.	>80	>50

The NMDOT has established LOS D as the generally acceptable level of service in urban areas and when intersections operate below this level, improvements are considered, where feasible. Other critical movements are also desired to have LOS D or better if possible.

The existing intersection traffic volume were analyzed using Highway Capacity Software version 7 (HCS7), which uses the intersection methodology from the Sixth Edition of the Highway Capacity Manual (HCM). Individual intersection output for the existing conditions analysis is included in Appendix B. The results are summarized in Table 2 through Table 5.

The signalized intersections of St Francis Drive and Siringo Road, Zia Road, and Sawmill Road were evaluated using City signal timing for the multi-period analyses described above and in the Appendix.

a) *St Francis Drive and Siringo Road*

The signalized intersection of St Francis Drive and Siringo Road has a volume-to-capacity ratio under 1.0 in all AM analysis periods, which indicates the intersection operates under capacity during each of the 15-minute periods established per guidance by the Highway Capacity Manual. Eastbound right, westbound thru, and westbound right movements in some analysis periods operate at LOS E. Complete multi-period reports from the Highway Capacity Software are included in Appendix C.

In the PM, the intersection operation begins to degrade at 4:45 and remains overcapacity until 5:30 PM. The highest v/c is 1.54 which occurs at 5:15 PM. Delay is high, particularly from 5:45 PM on. The primary movements operating poorly in the PM include the southbound thru and eastbound right. This is due to the high volume of traffic traveling south on St Francis Drive towards I-25 in the PM peak hour. Note the oversaturated conditions may extend beyond 6:00 PM.

This analysis estimated lane utilization for southbound through traffic to bias the traffic toward the outside lane (the far right lane) to account for drivers preparing to enter I-25 southbound. This driver behavior is evident for those who travel this corridor frequently. This is an existing concern, regardless of the Zia Station development.

Table 2 | 2020 Existing Signalized Intersection Results (St Francis & Siringo)							
2020 AM				2020 PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	17.0	B	0.75	16:00	39.8	D	0.99
7:15	18.1	B	0.75	16:15	26.1	C	0.86
7:30	21.5	C	0.72	16:30	47.2	D	1.04
7:45	24.3	C	0.90	16:45	95.0	F	1.17
8:00	20.5	C	0.67	17:00	218.9	F	1.34
8:15	19.7	B	0.78	17:15	442.6	F	1.54
8:30	19.5	B	0.66	17:30	424.9	F	0.93
8:45	19.2	B	0.80	17:45	455.4	F	0.98

b) *St Francis Drive and Zia Road*

The multi-period analysis indicates the signalized intersection of St Francis Drive and Zia Road operates over capacity from 7:30 to 8:45 AM and from 4:00 to 6:00 PM, with the exception of the 15-minute period of 4:15 PM. The highest v/c in the AM is 1.57, which occurs at 7:45 AM and the highest v/c in the PM is 1.21, which occurs at 5:15 PM.

In the AM the eastbound left movement operates over capacity, with high queue spillover into the adjacent thru lane. The primary movements operating poorly in the PM include the southbound thru and eastbound left. The eastbound left-turn lane performs poorly in both AM and PM analysis periods because the storage lengths are not sufficient.

The lane utilization for this eastbound approach was adjusted to reflect the fact that even though there are two eastbound left turn lanes at the intersection, the inside left turn lane (the left most left turn lane) is shorter in length. The oversaturated conditions may extend beyond 6:00 PM. This lane utilization imbalance also results in a safety concern, as the inside lane (west of Galisteo) has queued traffic stopped waiting to turn left, while the outside lane is available for through traffic at higher speeds.

Table 3 | 2020 Existing Signalized Intersection Results (St Francis & Zia)							
2020 AM				2020 PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	25.9	C	0.89	16:00	57.8	E	1.13
7:15	26.3	C	0.91	16:15	66.7	E	0.92
7:30	55.4	E	1.54	16:30	76.4	E	1.14
7:45	113.6	F	1.57	16:45	119.1	F	1.10
8:00	162.3	F	1.35	17:00	162.3	F	1.14
8:15	239.1	F	1.50	17:15	185.2	F	1.21
8:30	254.6	F	1.22	17:30	210.4	F	1.05
8:45	220.8	F	0.99	17:45	224.3	F	1.05

c) *St Francis Drive and Sawmill Road*

The signalized intersection of St Francis Drive and Sawmill Road operates at an overall acceptable level of service in both AM and PM analysis periods. The eastbound thru movement operates over capacity at 5:15 PM with a v/c of 1.13. In the AM, the eastbound left and westbound right movements operate at LOS E or F in some analysis periods. In the PM, both eastbound and westbound approaches have movements that operate at LOS E or F in most analysis periods.

Southbound through traffic was again adjusted for motorists destined for southbound I-25.

Table 4 | 2020 Existing Signalized Intersection Results (St Francis & Sawmill)							
2020 AM				2020 PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	14	B	0.62	16:00	24.4	C	0.83
7:15	16.1	B	0.71	16:15	21.7	C	0.88
7:30	25.4	C	0.87	16:30	26.4	C	0.91
7:45	26.9	C	0.88	16:45	28	C	0.93
8:00	23.5	C	0.84	17:00	28.5	C	0.92
8:15	20.7	C	0.78	17:15	34.8	C	1.13
8:30	19.2	B	0.76	17:30	27.7	C	0.83
8:45	18.5	B	0.77	17:45	25.7	C	0.92

d) *Unsignalized Intersections*

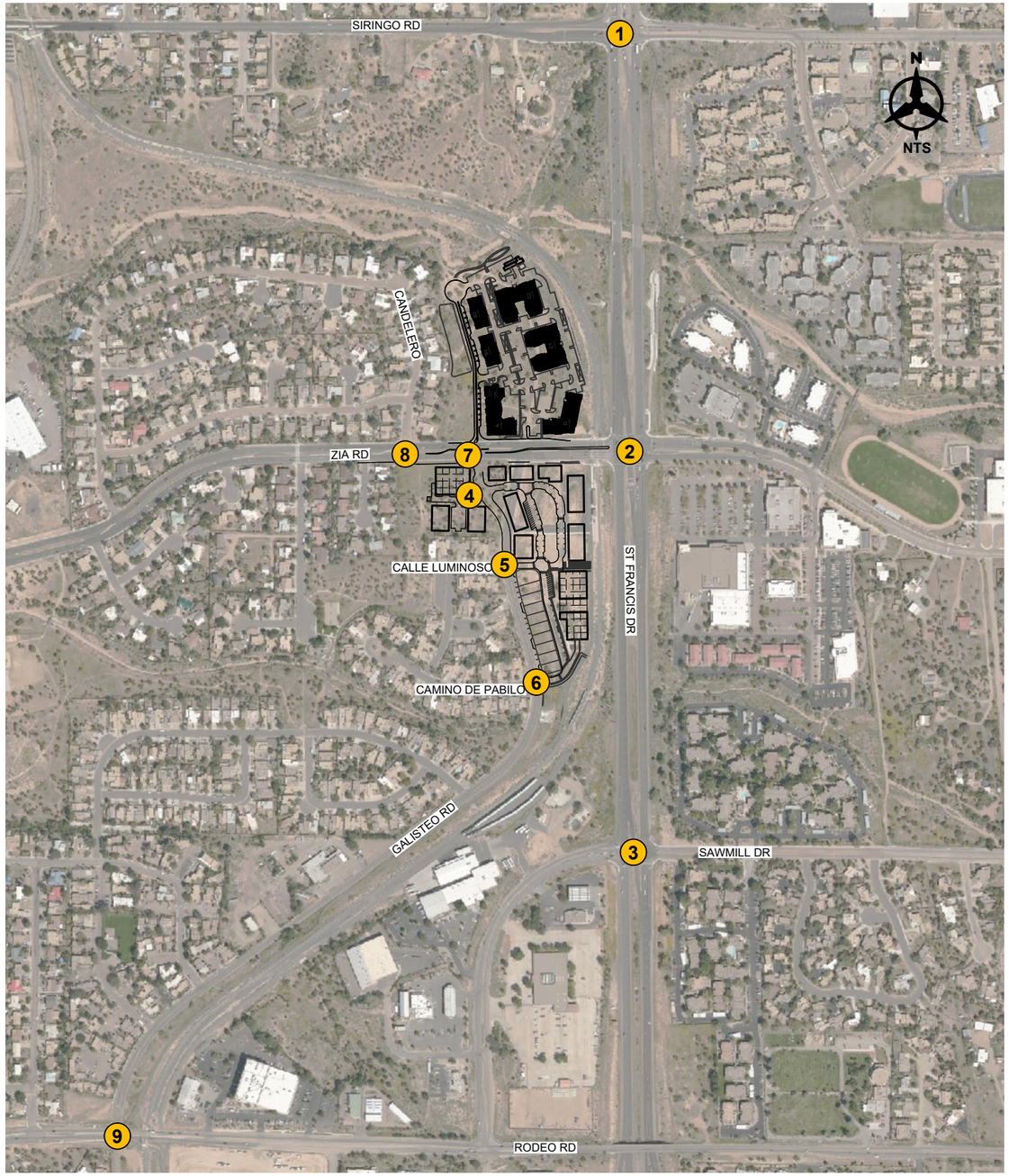
The analysis indicates the unsignalized intersections currently operate at acceptable levels of service in both AM and PM peak hours. Queueing is typically one car or less and the LOS does not operate at E or F.

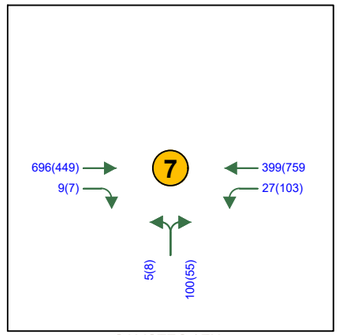
Queue spillover from eastbound Zia and St Francis may impact the northbound approach of the unsignalized Zia and Galisteo intersection. The reported intersection results for Zia and Galisteo considers drivers performing a two-stage gap movement, where the northbound left turn from Galisteo onto Zia will first cross Zia then pause in the median to wait for a gap on the other approach. Two-stage gap acceptance results in slightly lower delay compared to no median storage.

Table 5 | 2020 Existing Unsignalized Intersection Results

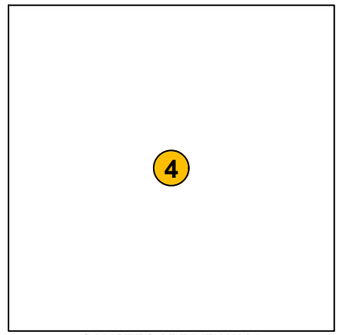
	2020 AM Peak				2020 PM Peak			
Intersection/Movement	Delay (sec)	V/C	Queue* (ft)	LOS	Delay (sec)	V/C	Queue* (ft)	LOS
Zia and Candelero	-	-	-	-	-	-	-	-
Southbound Approach	15.9	0.09	25	C	20.8	0.10	25	C
Zia and Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.2	0.00	0	A	9.3	0.00	0	A
Westbound Left	9.4	0.03	25	A	8.7	0.10	25	A
Northbound Left	17.4	0.02	25	C	17.9	0.03	25	C
Northbound Right	11.9	0.17	25	B	10.1	0.07	25	B
Galisteo and Calle Luminoso	-	-	-	-	-	-	-	-
Eastbound Approach	9.2	0.01	0	A	9.3	0.01	0	A
Northbound Left	7.3	0.00	0	A	7.5	0.00	0	A
Galisteo and Camino Pabilo	-	-	-	-	-	-	-	-
Eastbound Approach	9.0	0.02	0	A	9.1	0.01	0	A
Northbound Left	7.3	0.00	0	A	7.5	0.00	0	A
Rodeo and Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.5	0.03	25	A	9.8	0.03	25	A
Westbound Left	9.6	0.02	25	A	8.6	0.04	25	A
Northbound Approach	17.6	0.15	25	C	14.8	0.07	25	B
Southbound Left	25.2	0.07	25	D	24.1	0.07	25	C
Southbound Right	11.7	0.07	25	B	16.5	0.13	25	C

* – HCM 95th percentile queue rounded to next 25-foot increment





GALISTEO / ZIA



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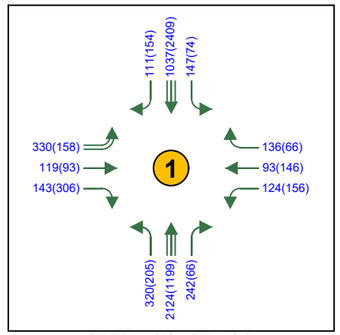
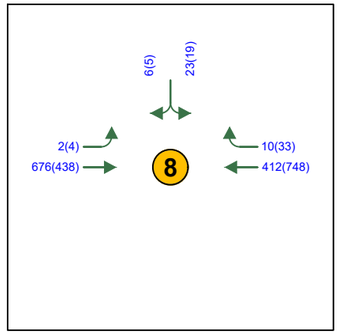
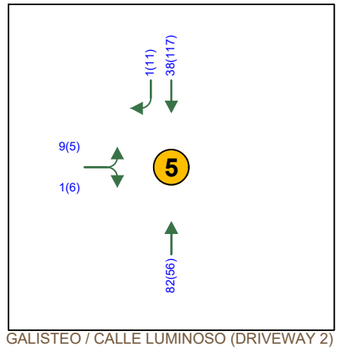


ST FRANCIS / SIRINGO



CANDELERO / ZIA



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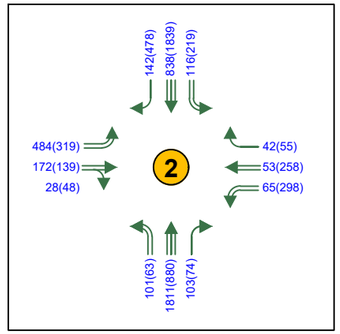
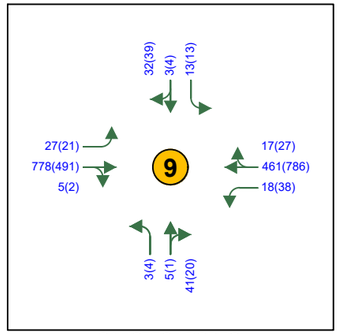


ST FRANCIS / ZIA



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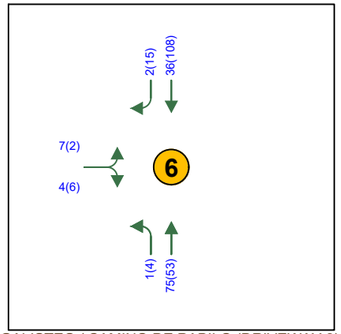
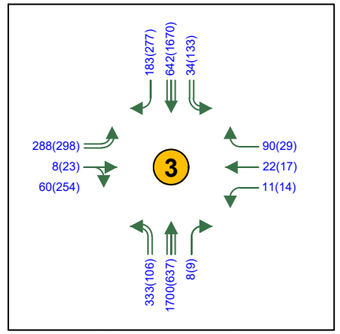


GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) AM(PM) Traffic Counts

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FIGURE 3
2020 EXISTING AM (PM) PEAK HOUR TRAFFIC VOLUMES

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V. PROJECTED TRAFFIC

A. SITE TRAFFIC FORECASTING

1. TRIP GENERATION

Generated trips are broken down into three types; 1) primary, 2) pass-by trips, and 3) diverted link. The Trip Generation report defines these trips as follows:

- **Primary Trips** – These trips are made for the specific purpose of visiting the generator. The stop at that generator is the primary reason for the trip. For example, a home to shopping to home combination of trips is a primary trip set.
- **Pass-by Trips** – These trips are made as intermediate stops on the way from an origin to a primary trip generation. Pass-by trips are attracted from the traffic passing the site on an adjacent street that contains direct access to the generator site. These trips do not require a diversion from another roadway. For example, stopping at the store on the way home from work is an example of a pass-by trip. Pass-by trips were utilized for retail uses, the fast-casual restaurant, coffee shop, and the brew pub.
- **Diverted Linked Trips –** These trips are attracted from the traffic volume on the roadway within the vicinity of the generator, but which require a diversion from that roadway to another roadway to gain access to the site. The roadways could include streets or freeways adjacent to the generator, but without access to the generator. For this study, the diverted link trips have been included in with the primary trips.

This study included both primary trips and pass-by trips.

The trip generation based on the 10th Edition of the Institute of Transportation engineer's (ITE) Trip Generation Manual is shown in Table 6 below with the following considerations.

Table 6 | Trip Generation							
Land Use	**ITE Code**	**Size**	**Daily**	**AM Enter**	**AM Exit**	**PM Enter**	**PM Exit**
North of Zia							
Single-Family Housing	210	17	204	4	13	12	7
Multifamily Housing (Low-Rise)	220	277	2,054	28	95	90	53
South of Zia							
Single-Family Housing	210	10	126	3	8	5	3
Multifamily Housing (Low-Rise)	220	107	768	12	34	27	15
Office	710	87	926	81	5	14	75
Coffee/Donut Shop (no drive-thru)	936	2	-	66	63	26	25
Fast Casual Restaurant	930	5	1,576	5	3	19	15
High-Turnover Restaurant	932	5	560	20	19	15	10
Shopping Center	820	20	2,012	87	49	36	40
Drinking Place	925	5	-	0	0	32	17

1. TRIP REDUCTIONS

a) *Internal Capture*

A multi-use development, as defined by the ITE *Trip Generation Handbook*, is a single real-estate project that consists of two or more ITE land use classifications between which trips can be made without using the off-site road system.

These internal capture trips are assumed to be completed on the internal street system as vehicular or pedestrian trips. Therefore, the internal trips are not included in the Build traffic volumes.

Using the ITE Internal Vehicle Trip Reduction tool derived from the Transportation Research Board (TRB) National Cooperative Highway Research Program (NCHRP) Report 684, internal trips were estimated for office, retail, restaurant, and residential land uses. Internal trips total 72 in the AM peak hour and 106 in the PM peak hour.

b) *Pass-by*

As described in Section V.A.1, a pass-by trip is made as an intermediate stop on the way from an origin to a primary destination without a route diversion. The *Trip*

Generation Handbook defines the 'Average Pass-by Trip Percentage' by land use type in the Handbook's Database on Pass-by, Diverted, and Primary Trips. The database reports percentages for 25 land uses to derive pass-by estimates. For the purposes of this study, the pass-by percentage obtained from the *Trip Generation Handbook* for shopping center is 34% and fast casual restaurant, high-turnover restaurant, and coffee shop are 43%. It was assumed that the drinking place land use will also attract pass-by trips, and was assigned a pass-by percentage of 34%

Pass-by trips were determined by using the ITE Pass-By Vehicle Trip Reduction tool. The trips were subtracted from the trip generation of each applicable land use.

c) *Multi-Modal Adjustment*

To account for individuals traveling to and from the site via public transit, 2% of the total new trips were reduced from residential, employment, and retail land uses, an estimate considered typical for Santa Fe.

The site has the potential to increase transit trips due to its proximity to the Rail Runner.

2. Trip Distribution and Assignment

Trip distribution and assignment was based on standard gravity model methodology using logical trip routing for each land use type. The gravity model utilized socioeconomic data obtained from the Santa Fe Metropolitan Planning Organization (SFMPO), which included population and employment estimates for each subarea within the Santa Fe Metropolitan Planning Area to develop the trip distribution.

The socioeconomic data for the year 2019 was estimated by interpolating between the 2015 and 2040 socioeconomic data available for SFMPO.

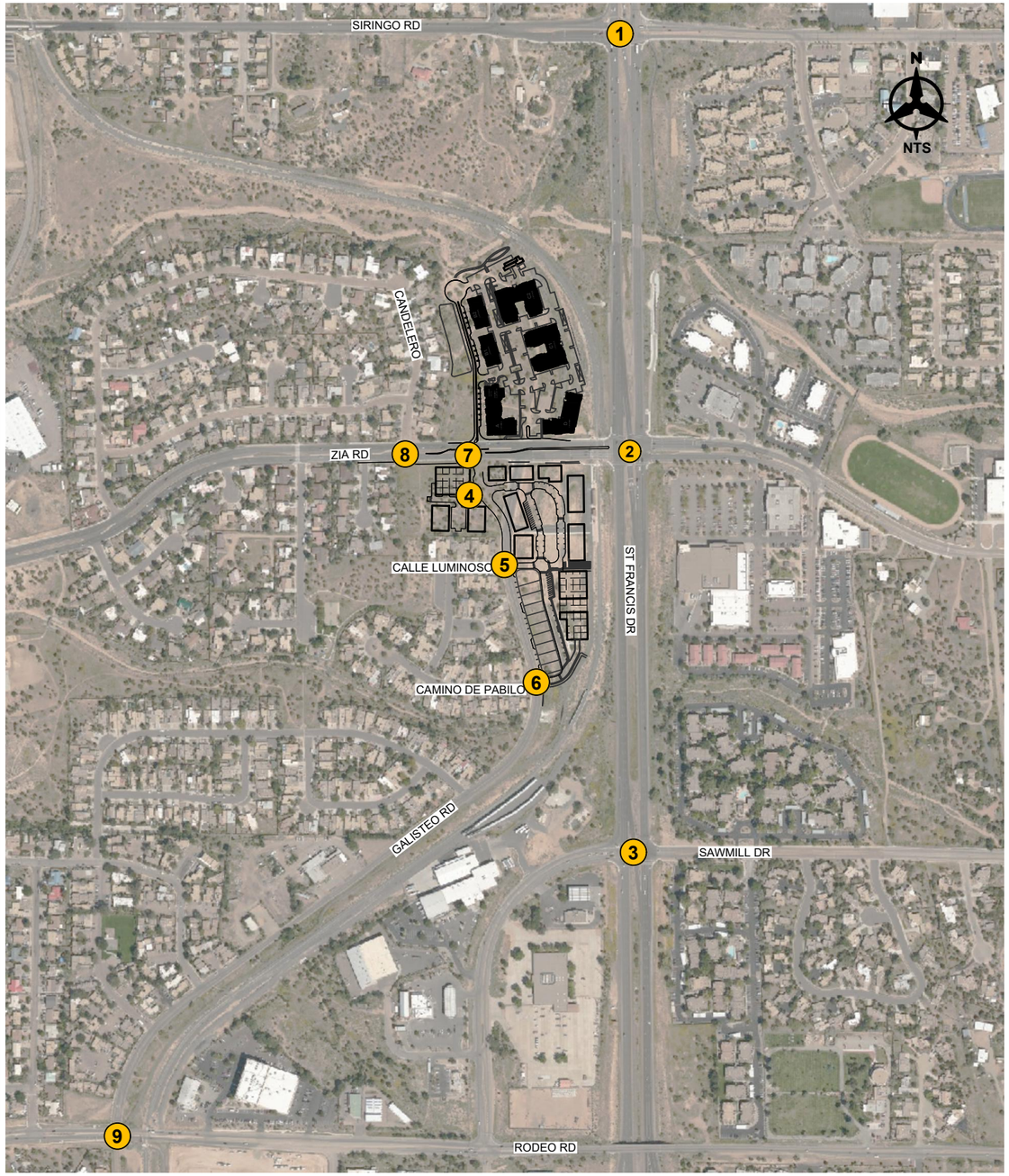
Driveway trip assignments were based on estimates of the percentage of trips to each parking lot serving the proposed buildings.

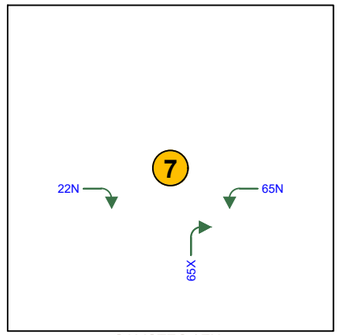
Spreadsheets showing the development of the trip distribution are included in Appendix C. The trip distribution percentages and assigned traffic volumes is shown in Figure 4 through Figure 13.

3. 2024 No Build Traffic Projections

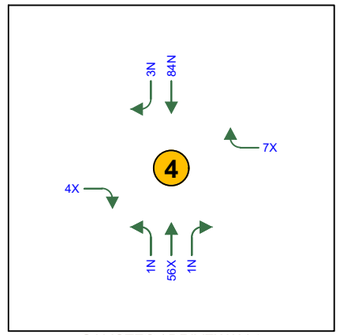
A review of NMDOT Permanent Count Stations near the project site found a -0.6% background growth rate on St Francis Drive, so a growth rate of 1.0% was assumed. The future traffic estimates did not make any adjustments to traffic to traffic growth for future work-from-home reductions that may occur due to behavior adjustments due to COVID-19.

The No Build analysis assumed that the proposed project is not completed. Figure 14 on page 31 shows the 2024 No Build traffic volumes.

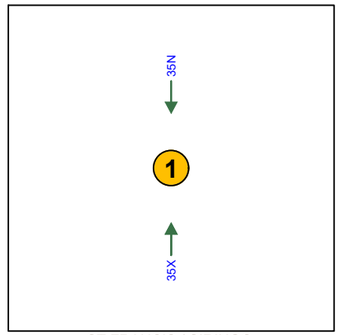




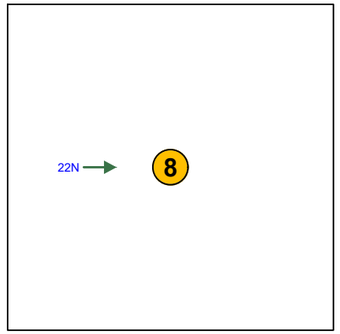
GALISTEO / ZIA



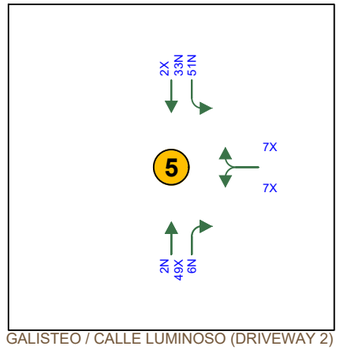
GALISTEO / DRIVEWAY 1



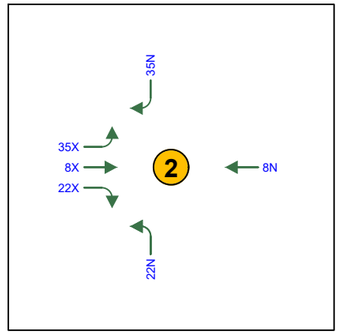
ST FRANCIS / SIRINGO



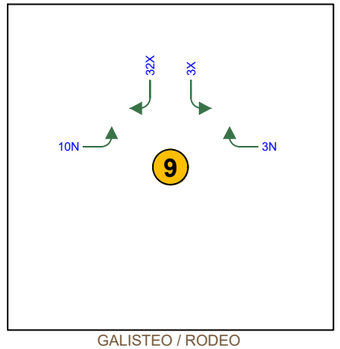
CANDELERO / ZIA



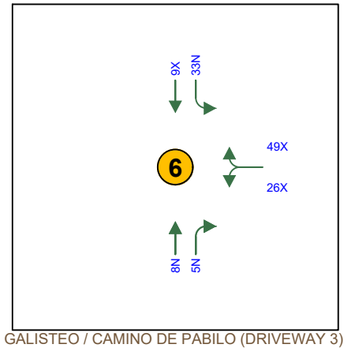
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



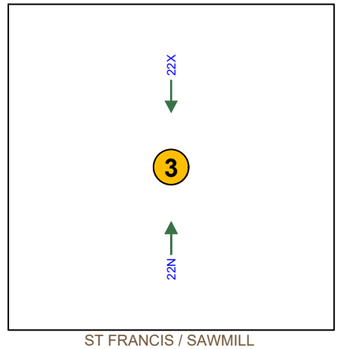
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) Trip Assignment Percentages
- N Entering
- X Exiting

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FIGURE 4
TRIP DISTRIBUTION & ASSIGNMENT PERCENTAGES - OFFICE

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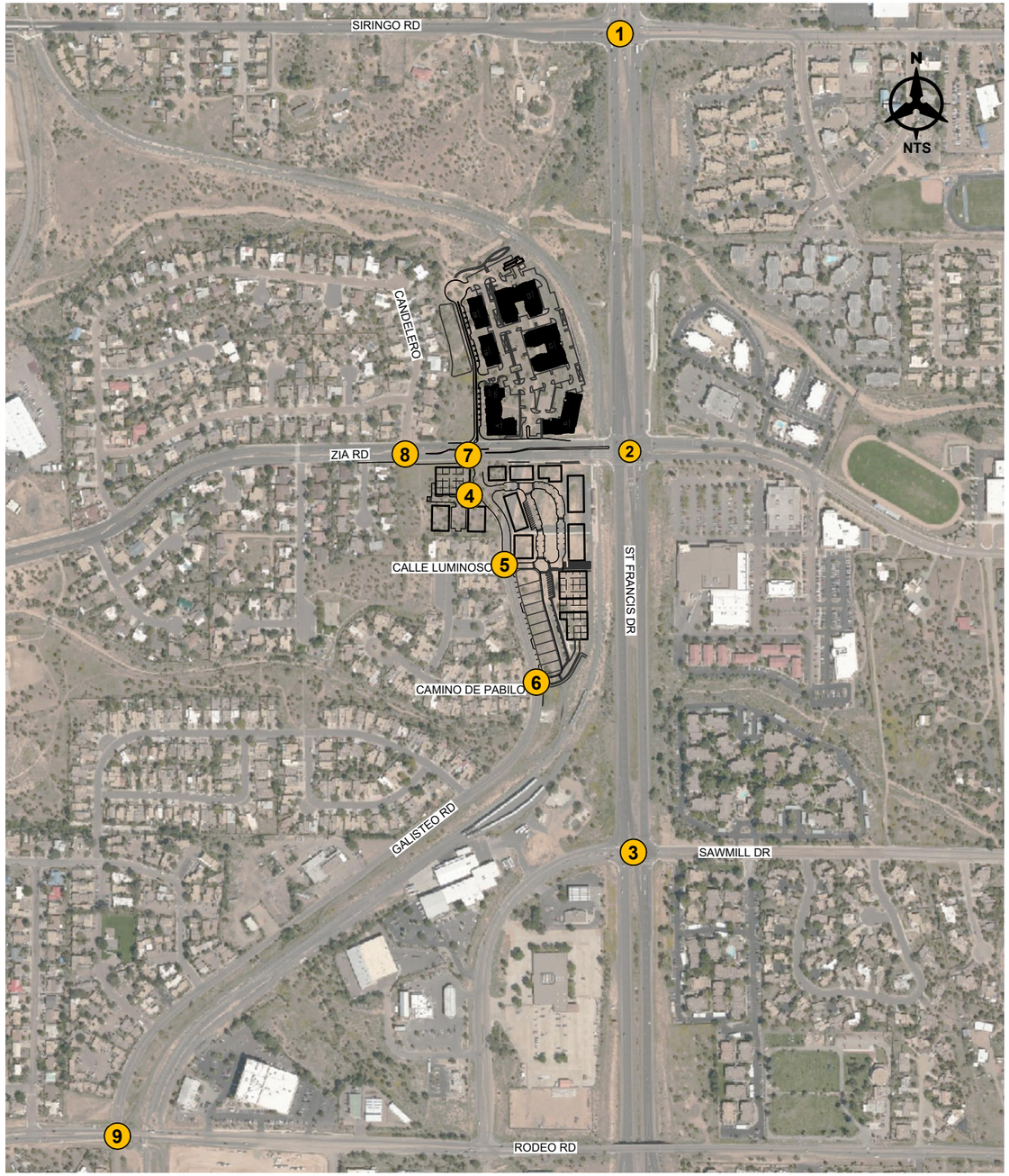

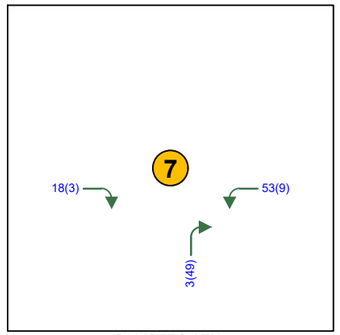

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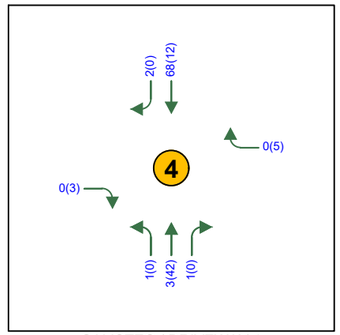

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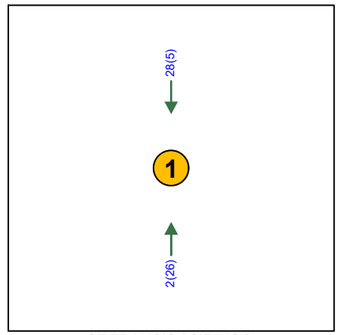
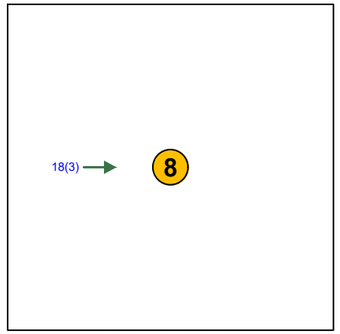
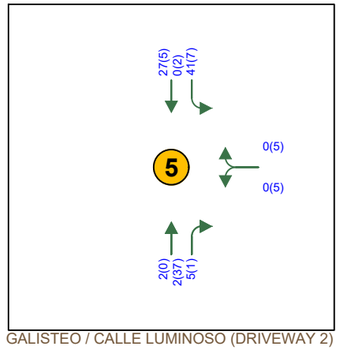


ST FRANCIS / SIRINGO



CANDELERO / ZIA



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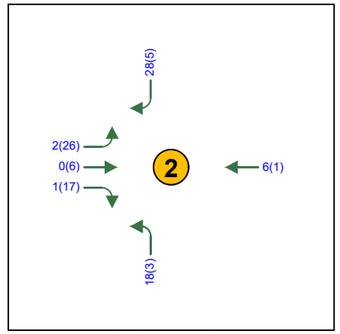
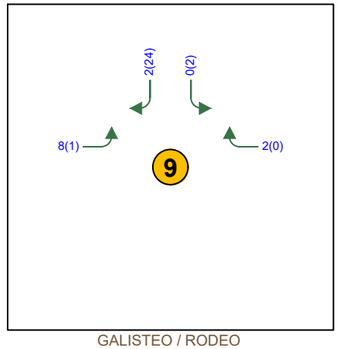
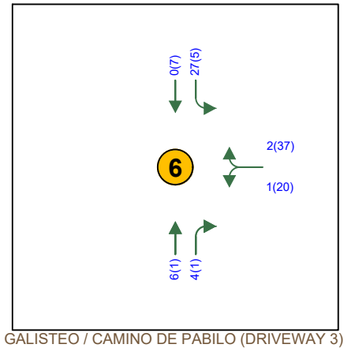


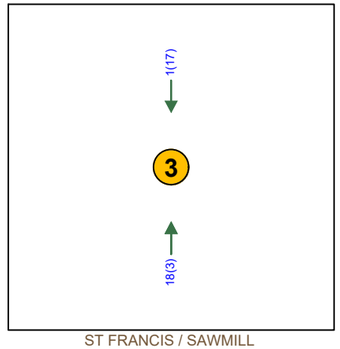
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

Thru Lanes (# as indicated)

Turning Lanes (# as indicated)

1234(1234) AM(PM) Traffic Counts

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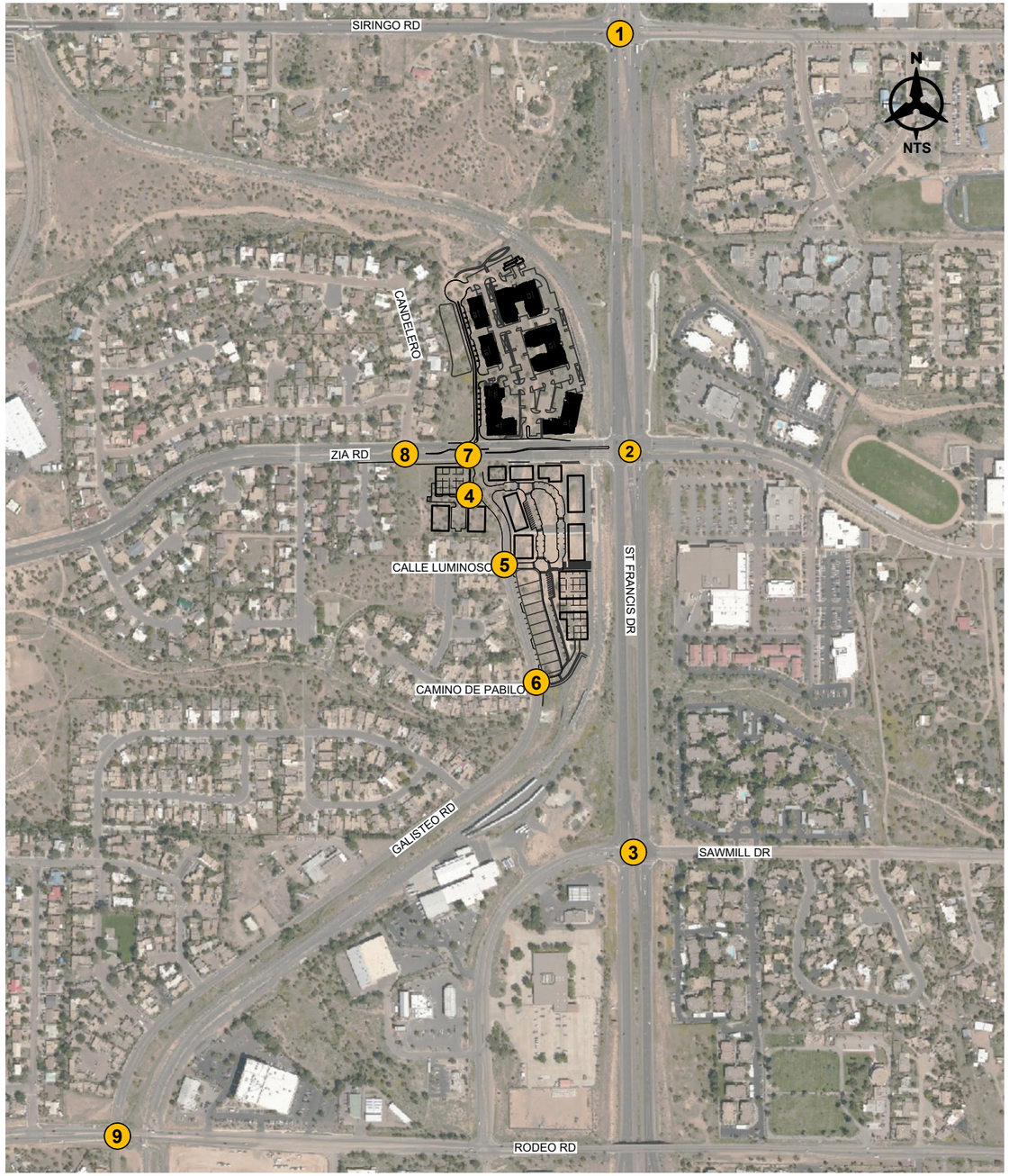
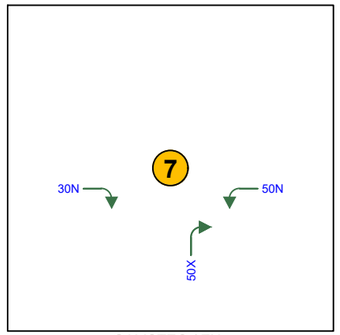
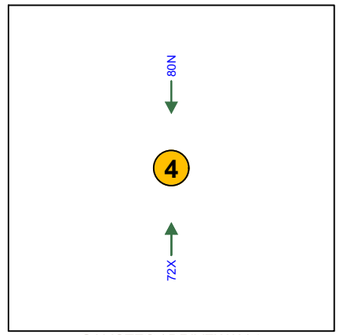
FIGURE 5
TRIP DISTRIBUTION & ASSIGNMENT
VOLUMES AM (PM) - OFFICE

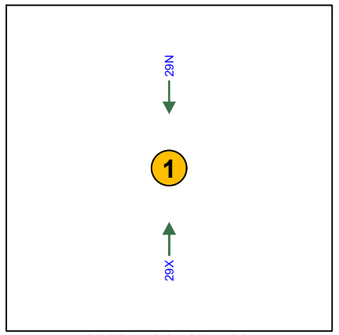




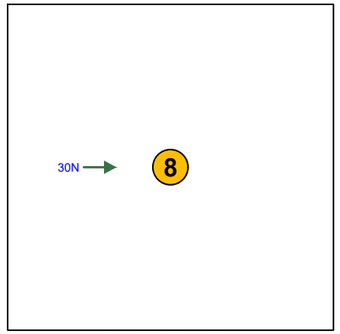
GALISTEO / ZIA



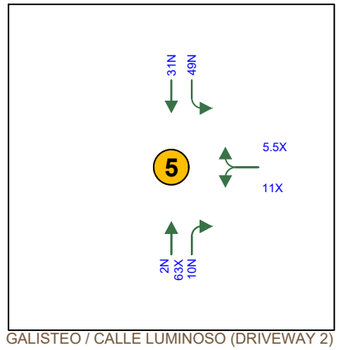
GALISTEO / DRIVEWAY 1



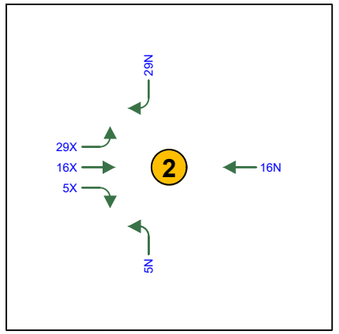
ST FRANCIS / SIRINGO



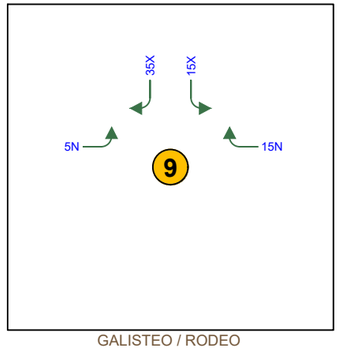
CANDELERO / ZIA



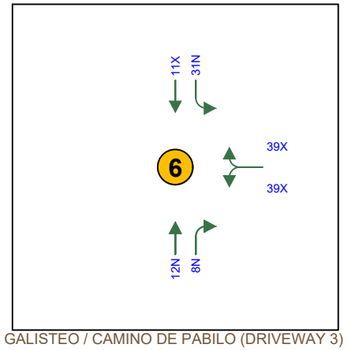
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



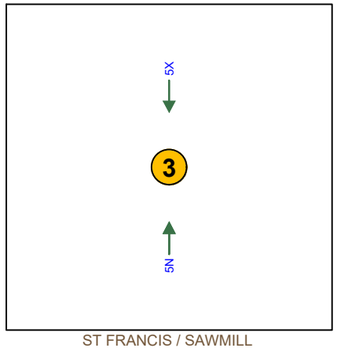
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) Trip Assignment Percentages
- N Entering
- X Exiting

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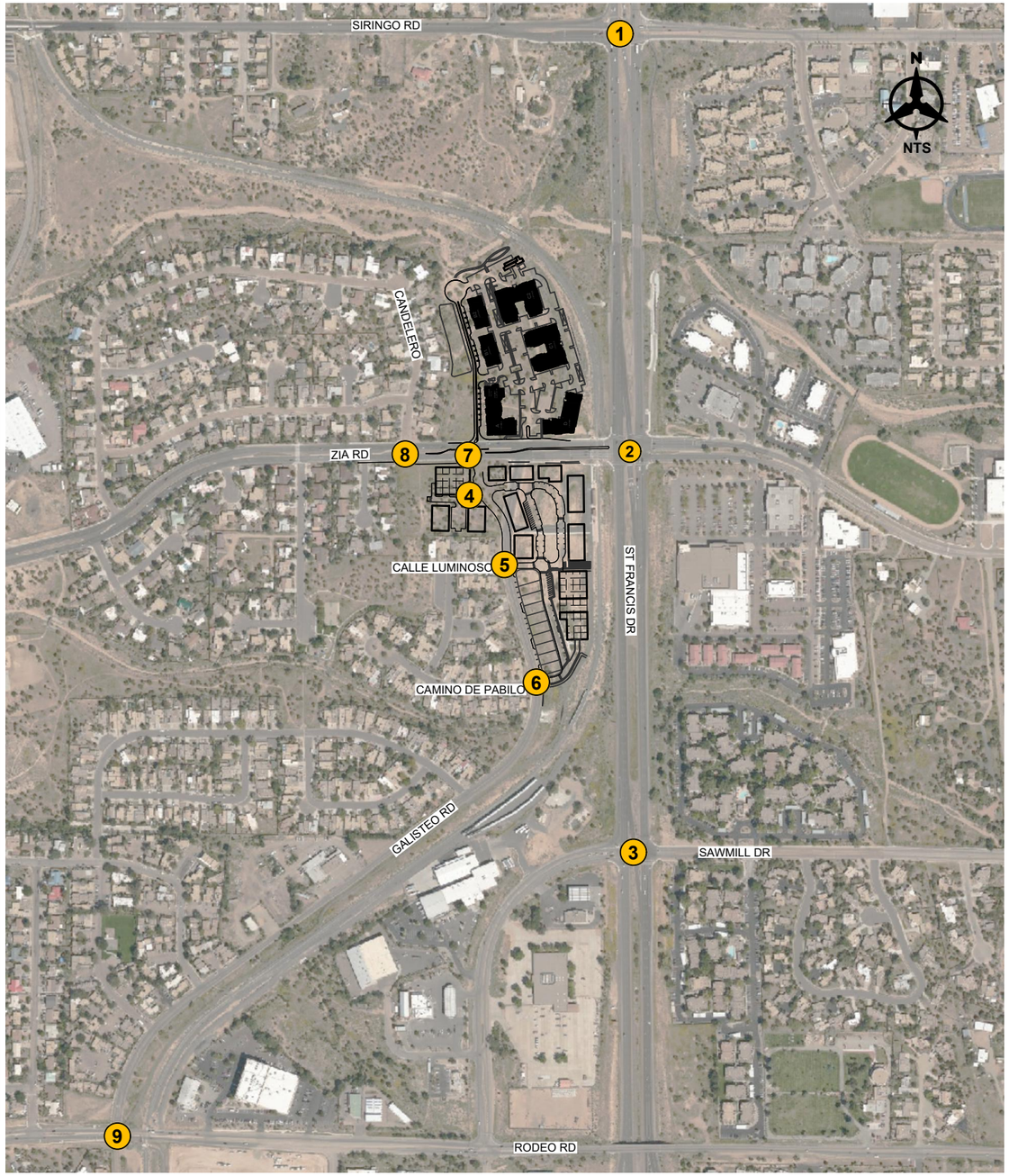
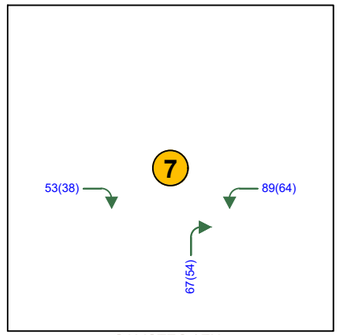
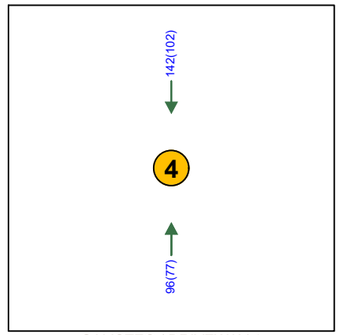
FIGURE 6
TRIP DISTRIBUTION & ASSIGNMENT PERCENTAGES - RETAIL

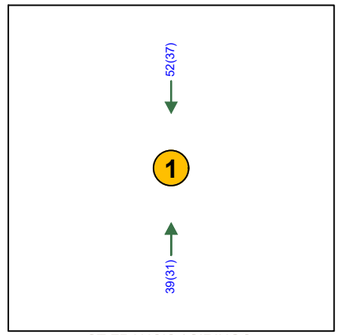




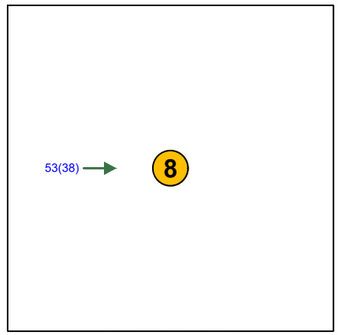
GALISTEO / ZIA



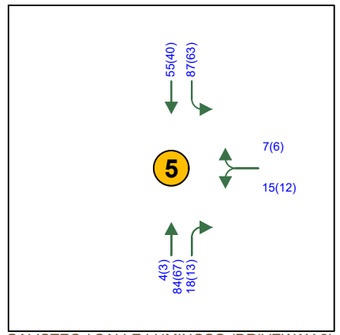
GALISTEO / DRIVEWAY 1



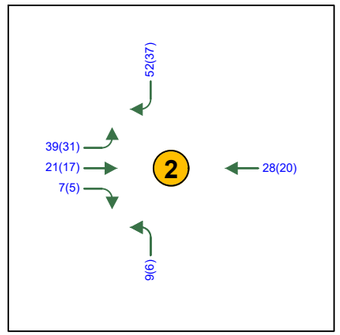
ST FRANCIS / SIRINGO



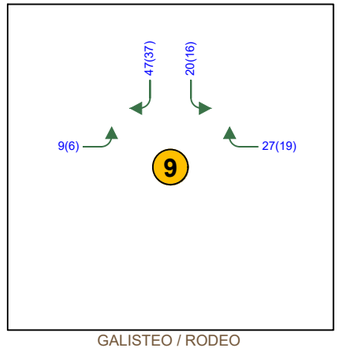
CANDELERO / ZIA



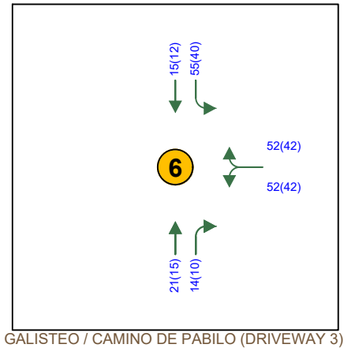
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



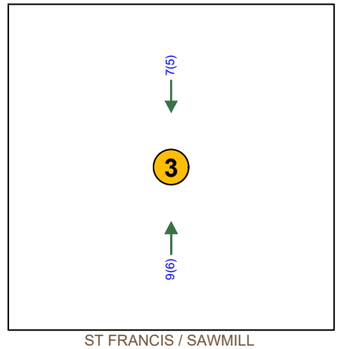
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

Thru Lanes (# as indicated)

Turning Lanes (# as indicated)

1234(1234) AM(PM) Traffic Counts

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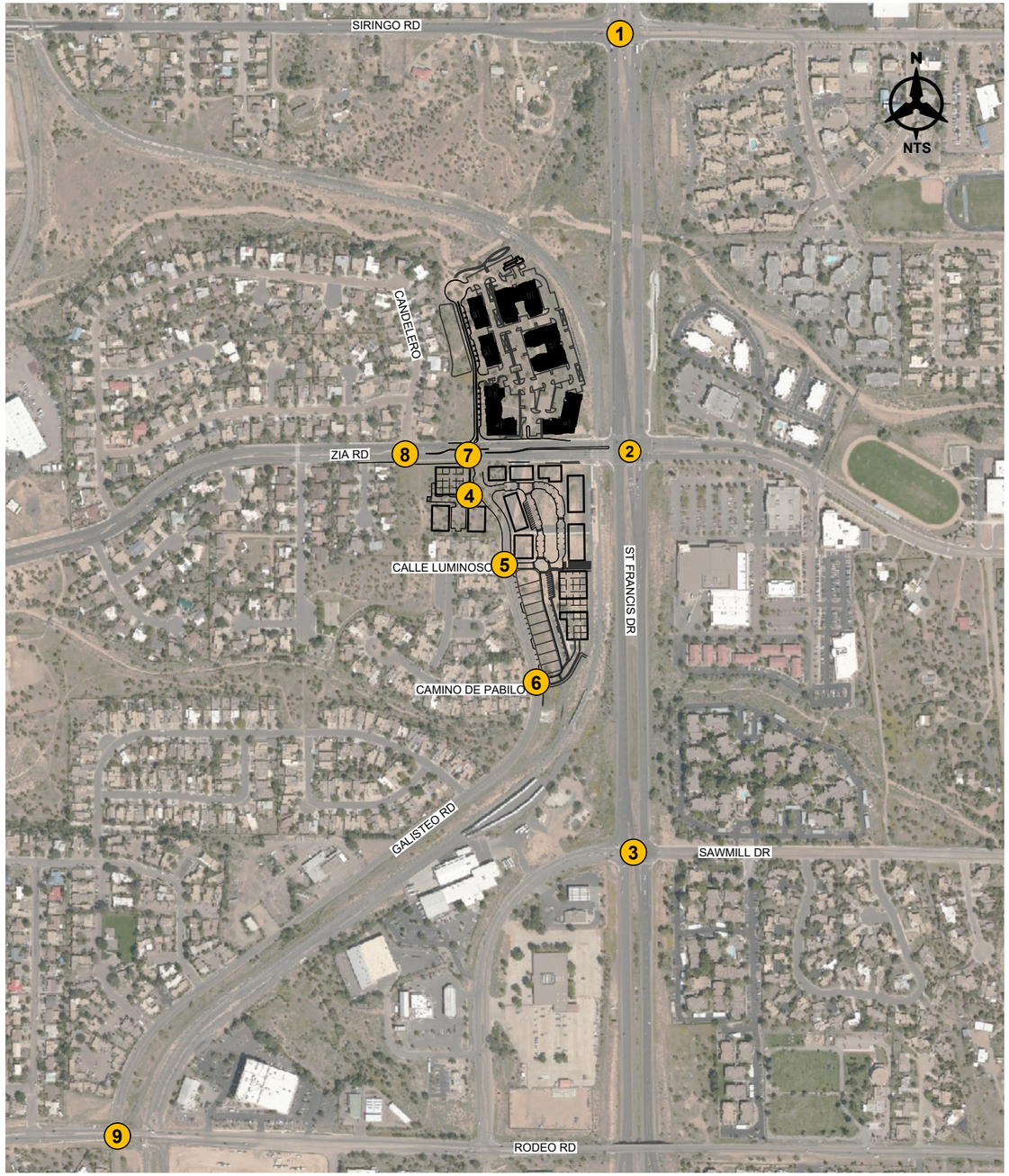
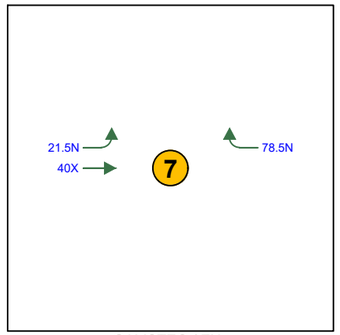
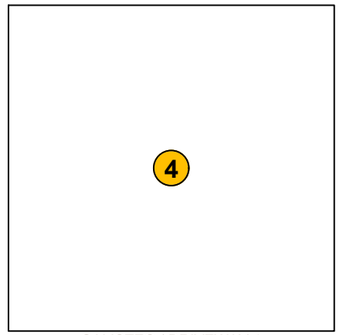
FIGURE 7
TRIP DISTRIBUTION & ASSIGNMENT
VOLUMES AM (PM) - RETAIL

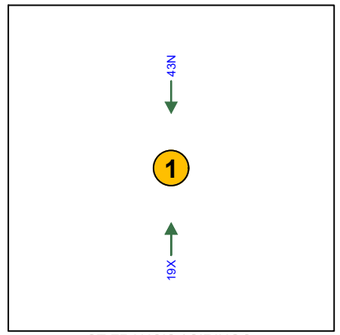




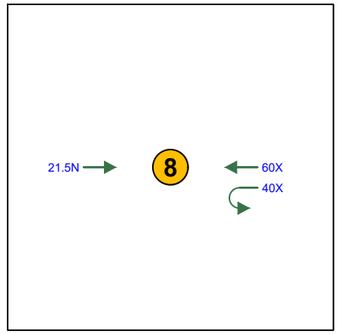
GALISTEO / ZIA



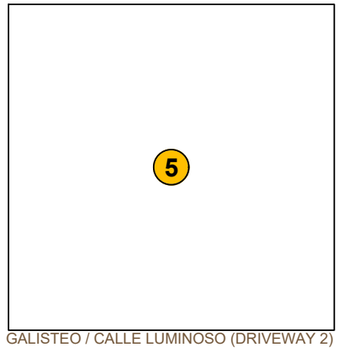
GALISTEO / DRIVEWAY 1



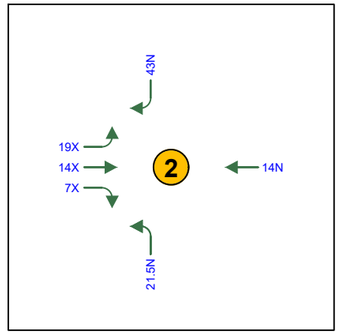
ST FRANCIS / SIRINGO



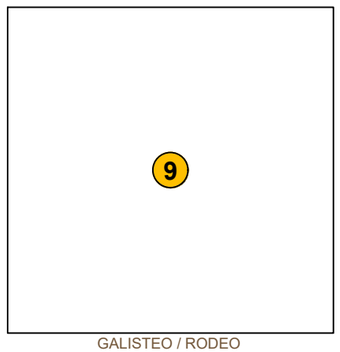
CANDELERO / ZIA



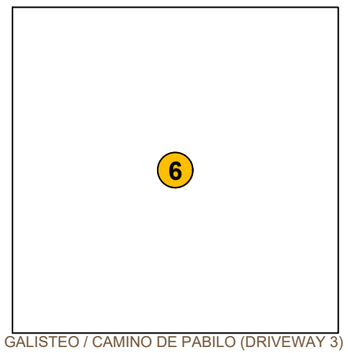
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



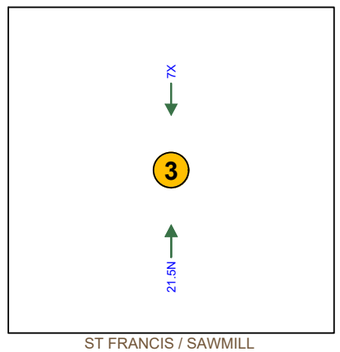
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) Trip Assignment Percentages
- N Entering
- X Exiting

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FIGURE 8
TRIP DISTRIBUTION & ASSIGNMENT PERCENTAGES - RESIDENTIAL NORTH

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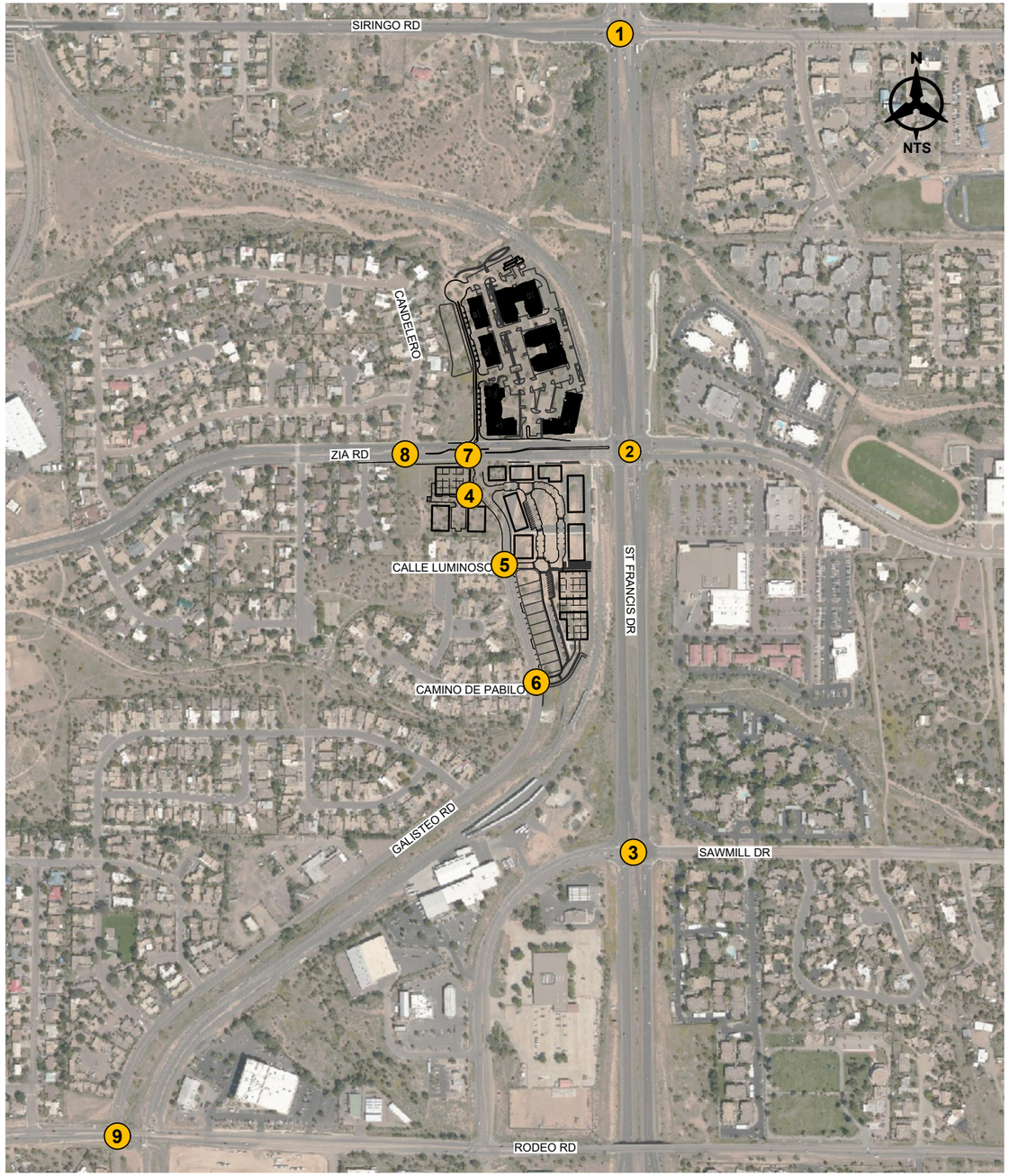
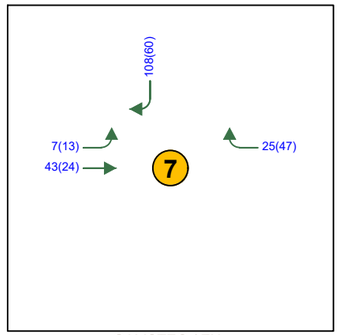
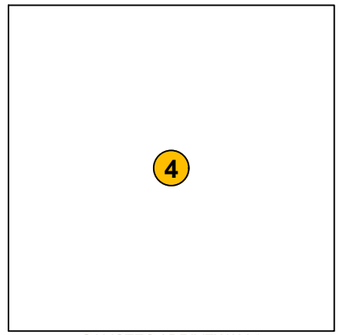
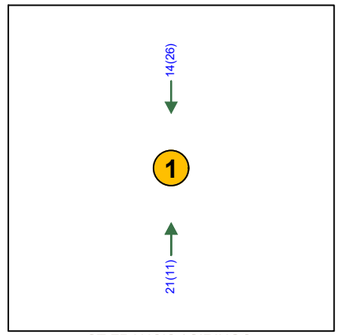




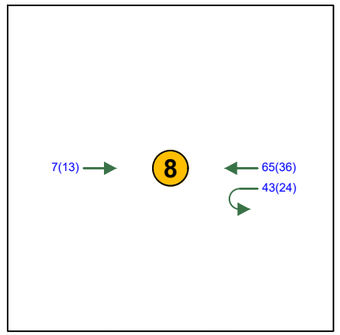
GALISTEO / ZIA



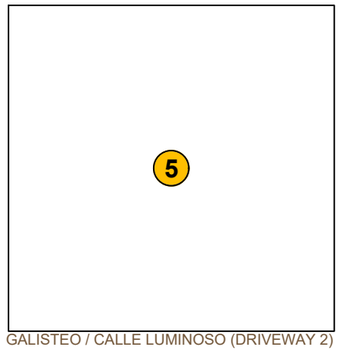
GALISTEO / DRIVEWAY 1



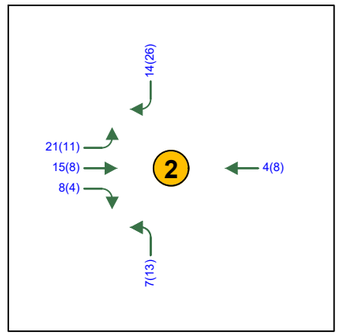
ST FRANCIS / SIRINGO



CANDELERO / ZIA



GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



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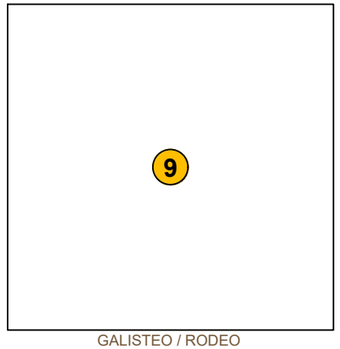
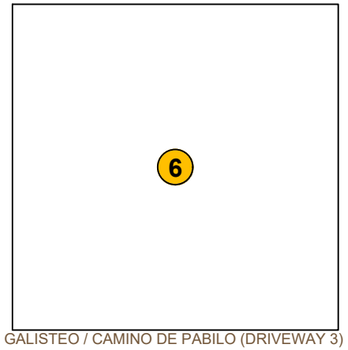
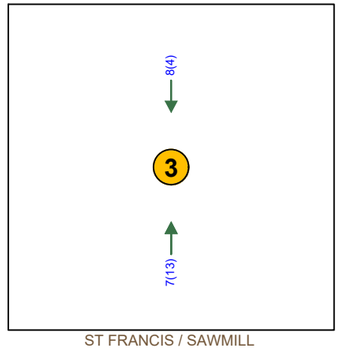


GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) AM(PM) Traffic Counts

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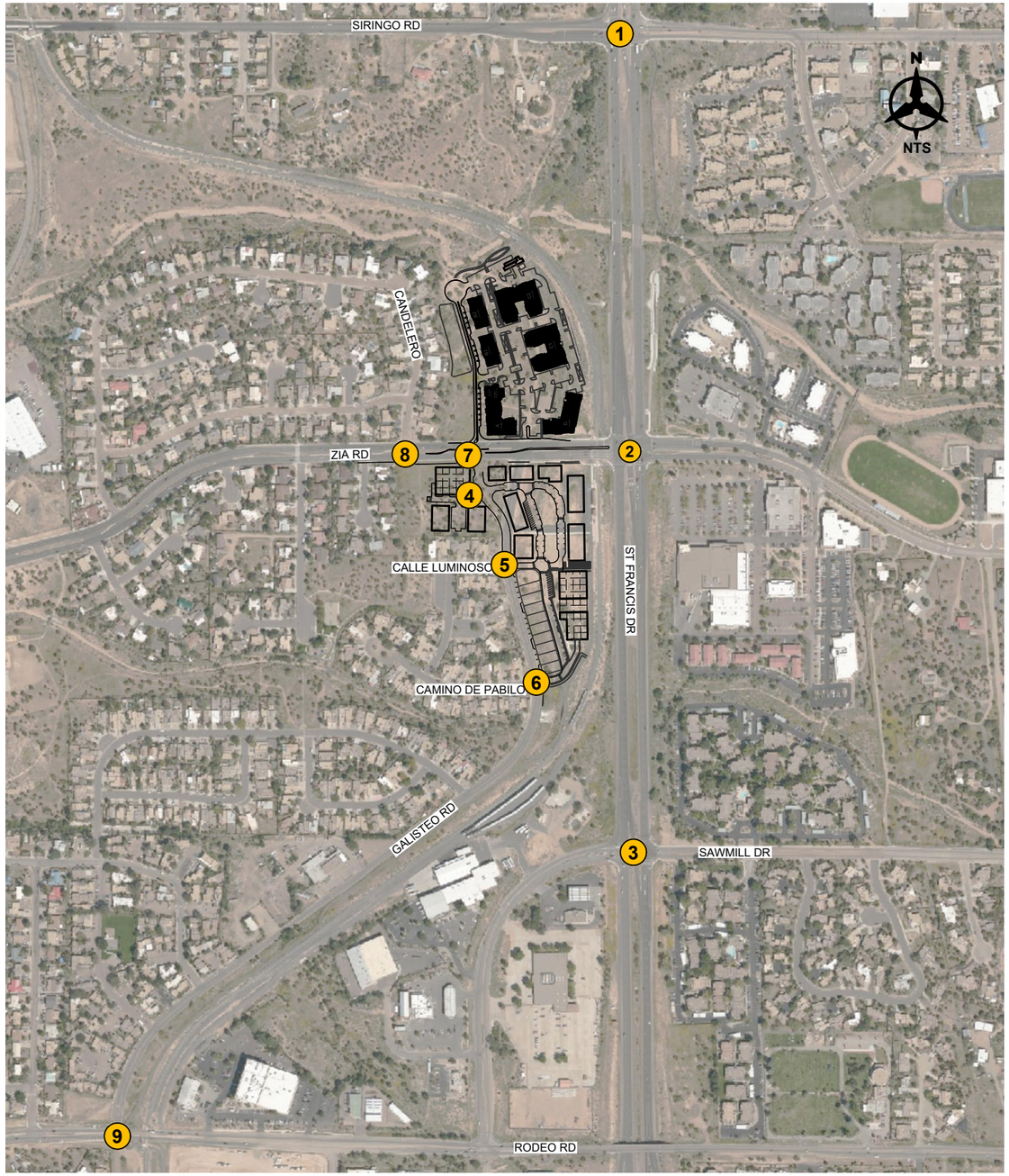
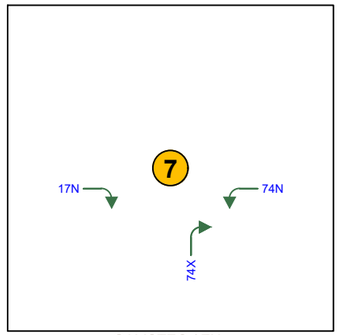
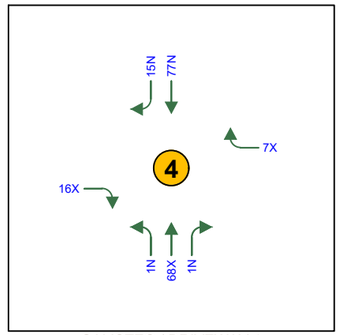
SITE TRAFFIC ANALYSIS

FIGURE 9
TRIP DISTRIBUTION & ASSIGNMENT
VOLUMES AM (PM) - RESIDENTIAL
NORTH

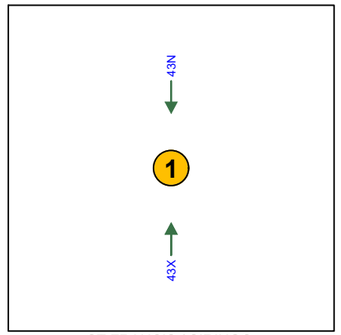




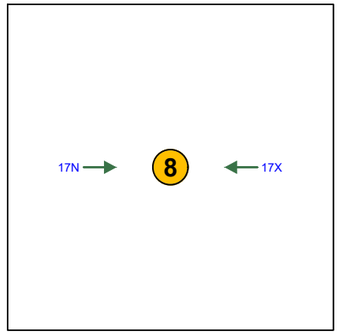
GALISTEO / ZIA



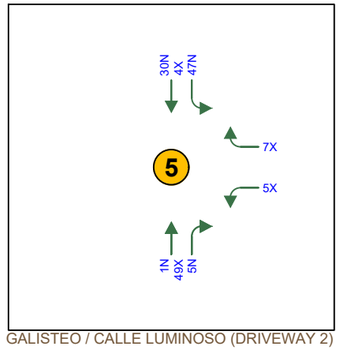
GALISTEO / DRIVEWAY 1



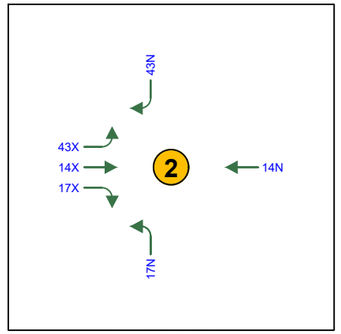
ST FRANCIS / SIRINGO



CANDELERO / ZIA



GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



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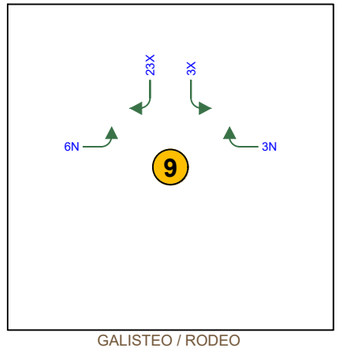
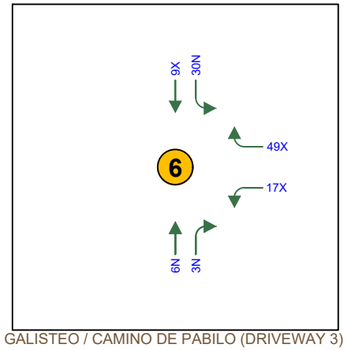
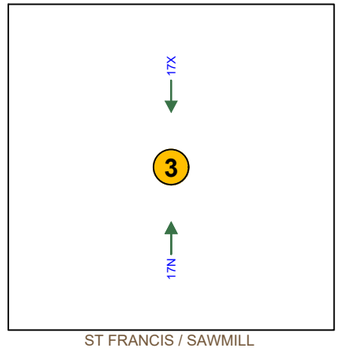


GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) Trip Assignment Percentages
- N Entering
- X Exiting

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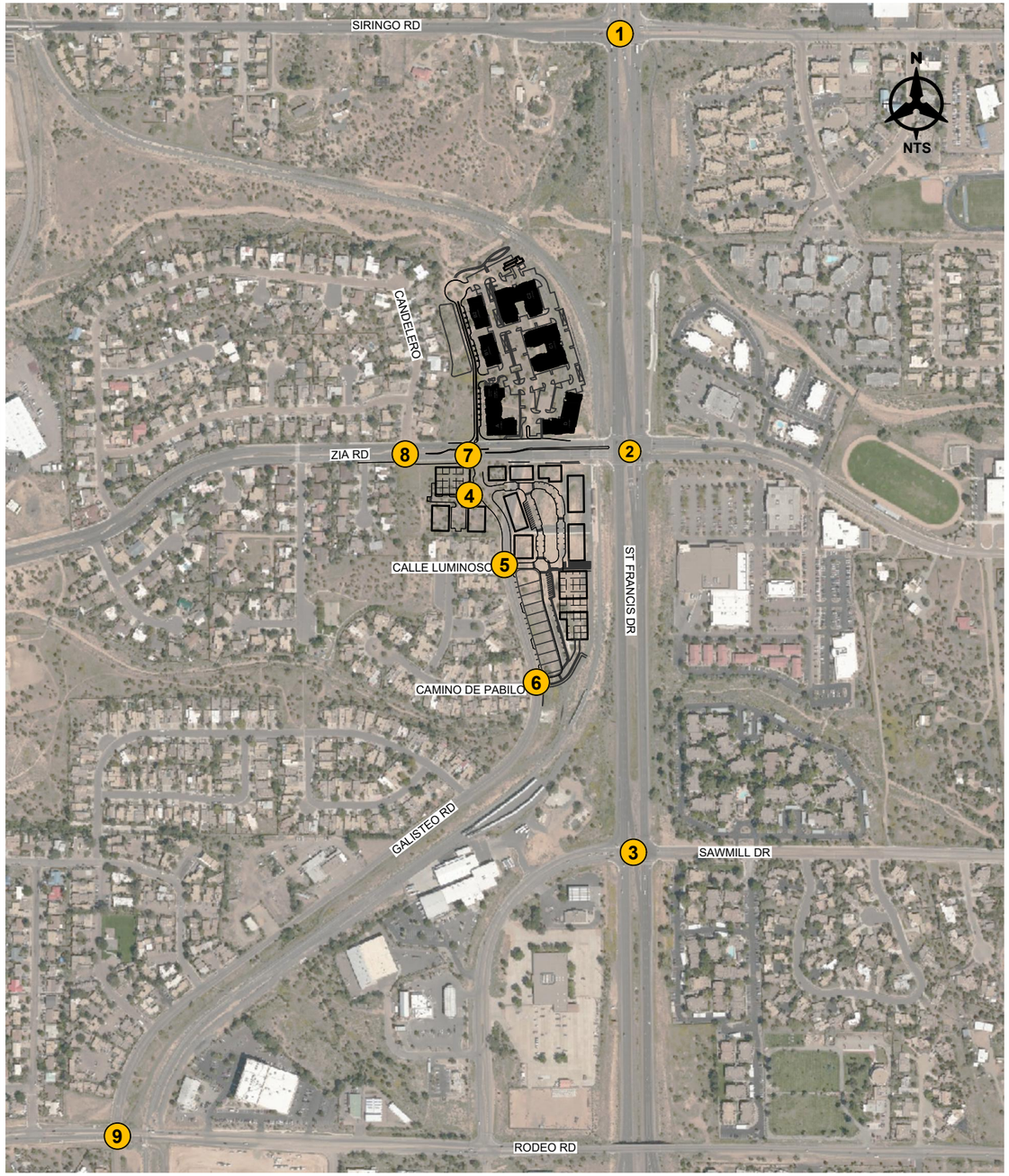
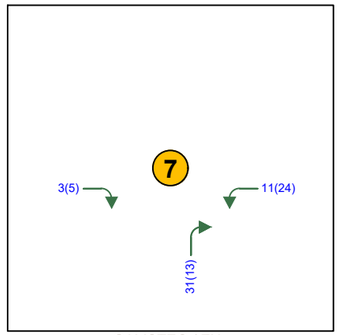
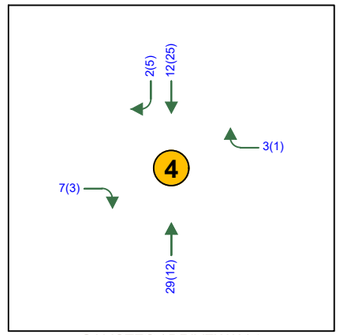
ZIA STATION
SANTA FE, NEW MEXICO
SITE TRAFFIC ANALYSIS

FIGURE 10
TRIP DISTRIBUTION & ASSIGNMENT PERCENTAGES - RESIDENTIAL SOUTH

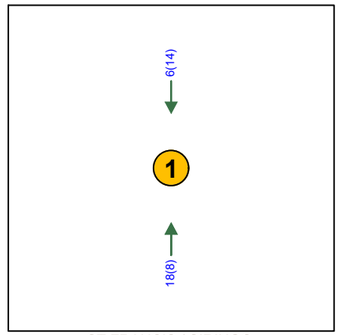




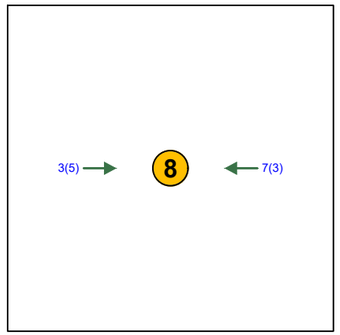
GALISTEO / ZIA



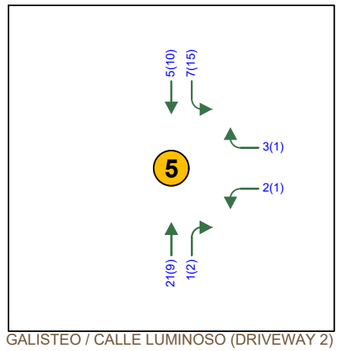
GALISTEO / DRIVEWAY 1



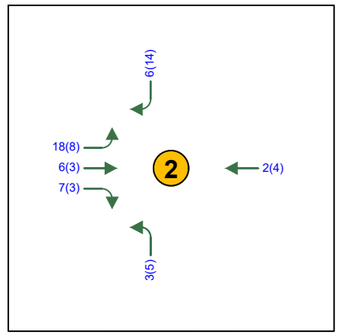
ST FRANCIS / SIRINGO



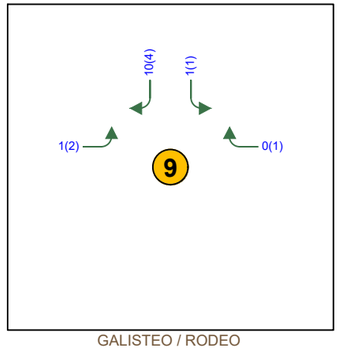
CANDELERO / ZIA



GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



ST FRANCIS / ZIA



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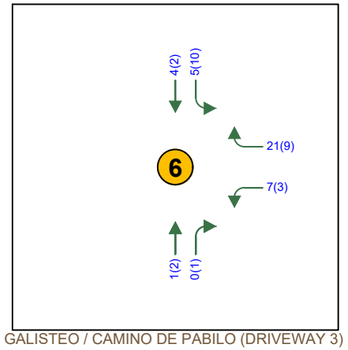
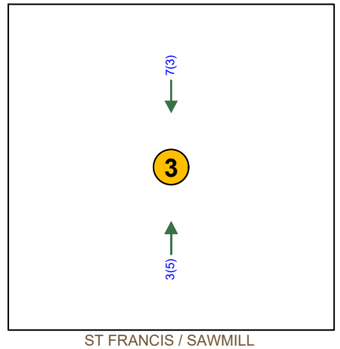


GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

Thru Lanes (# as indicated)

Turning Lanes (# as indicated)

1234(1234) AM(PM) Traffic Counts

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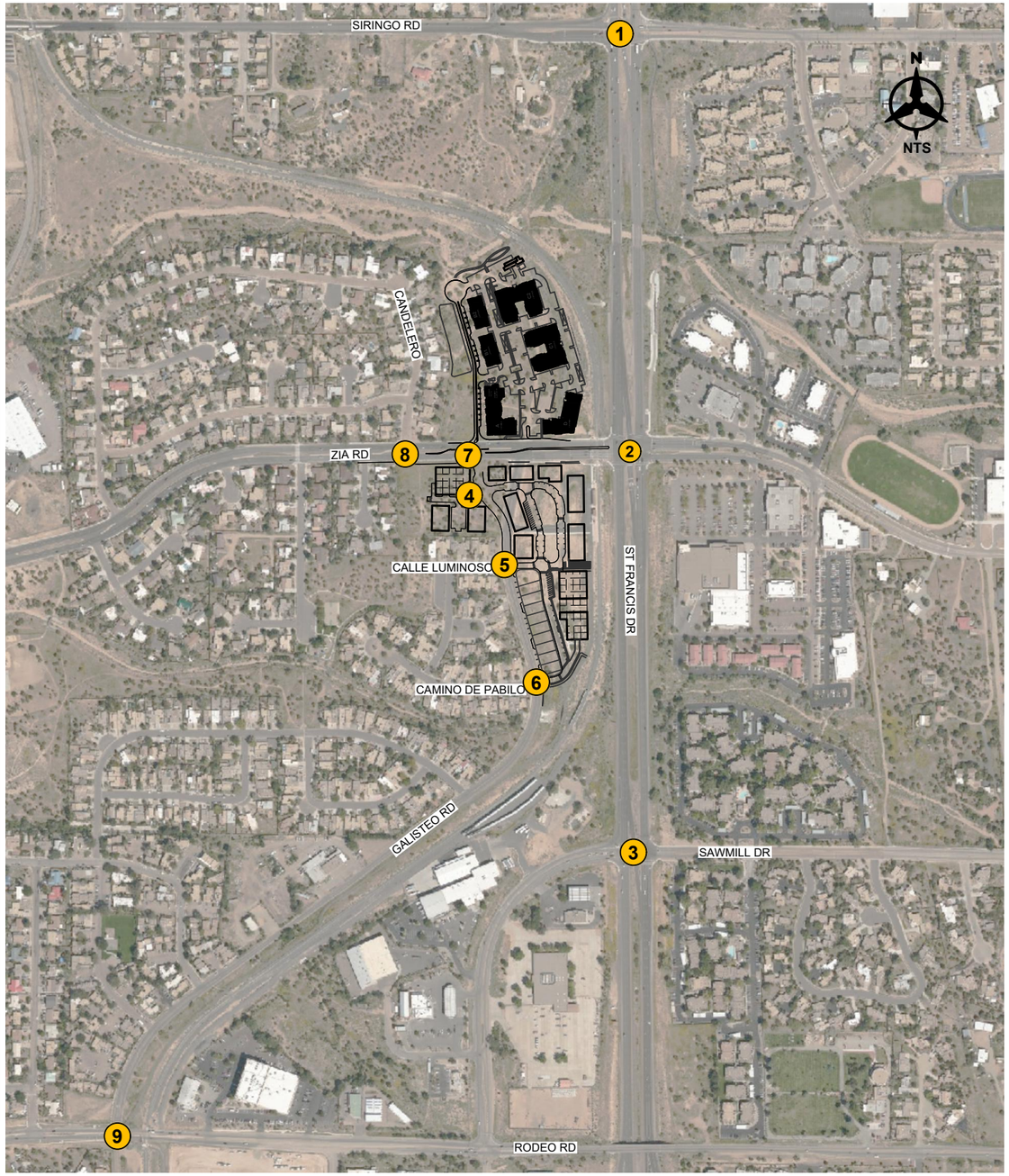
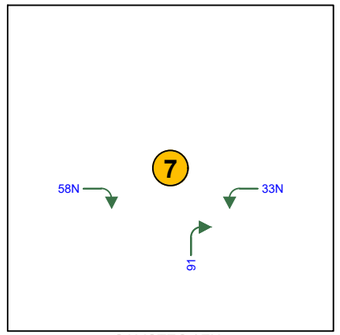
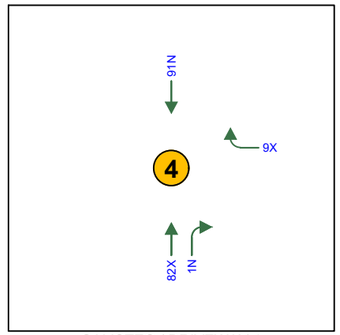
FIGURE 11
TRIP DISTRIBUTION & ASSIGNMENT VOLUMES AM (PM) - RESIDENTIAL SOUTH





GALISTEO / ZIA



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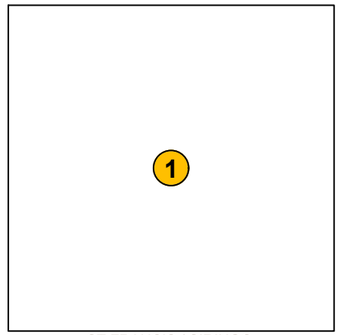
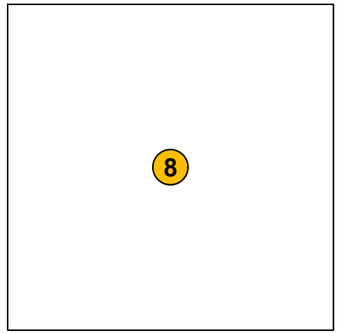
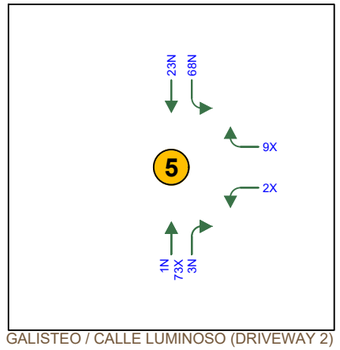


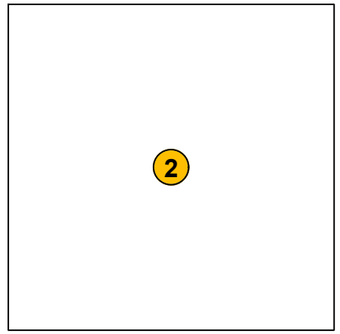
ST FRANCIS / SIRINGO



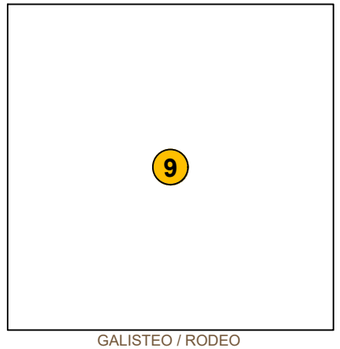
CANDELERO / ZIA



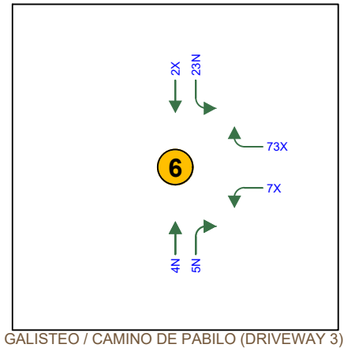
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



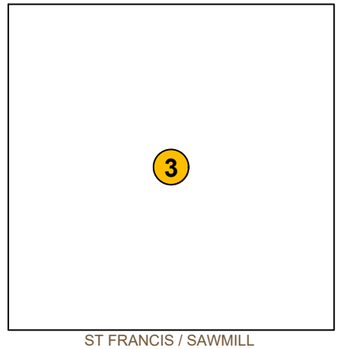
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

	Thru Lanes (# as indicated)
	Turning Lanes (# as indicated)
1234(1234)	Trip Assignment Percentages
N	Entering
X	Exiting

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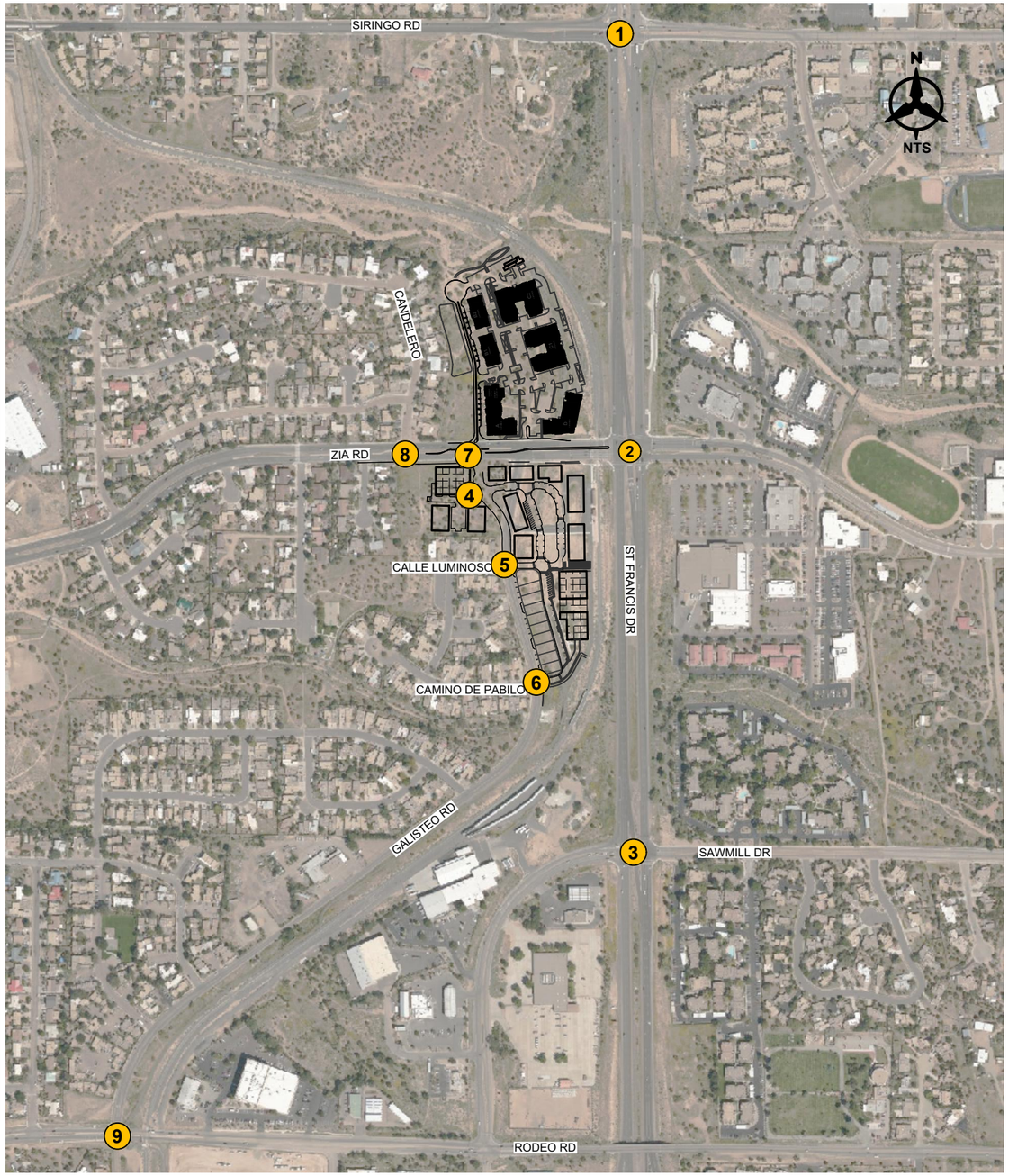
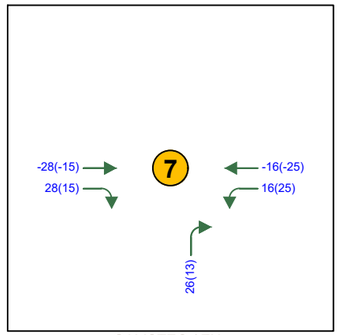
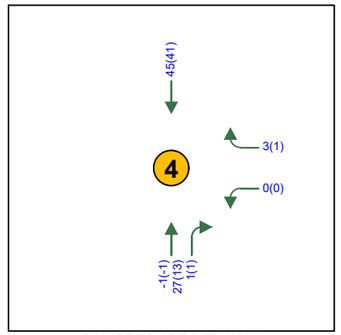
SITE TRAFFIC ANALYSIS

FIGURE 12
TRIP DISTRIBUTION & ASSIGNMENT PERCENTAGES - PASS BY

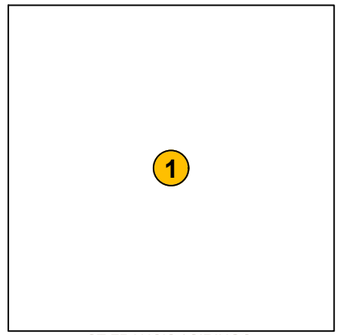




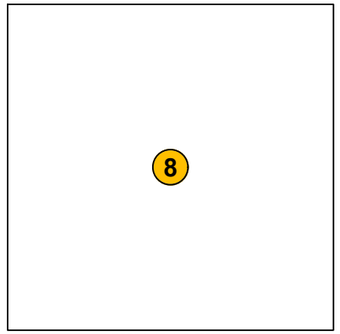
GALISTEO / ZIA



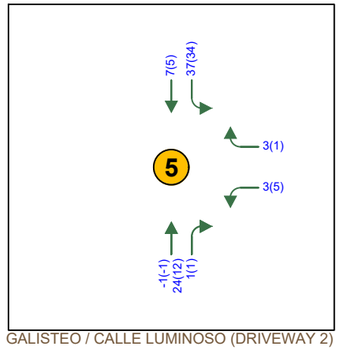
GALISTEO / DRIVEWAY 1



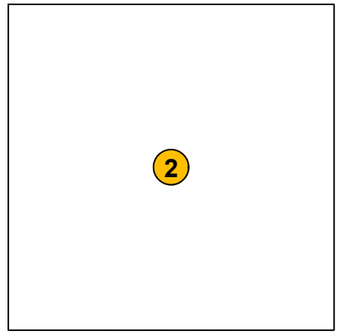
ST FRANCIS / SIRINGO



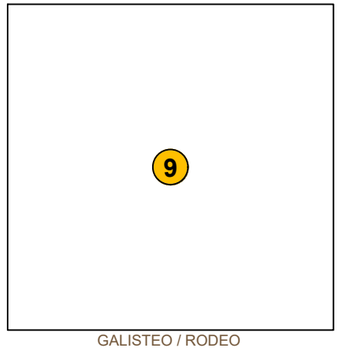
CANDELERO / ZIA



GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



ST FRANCIS / ZIA



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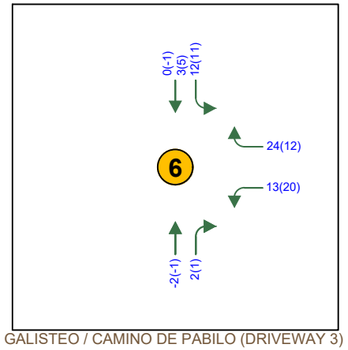
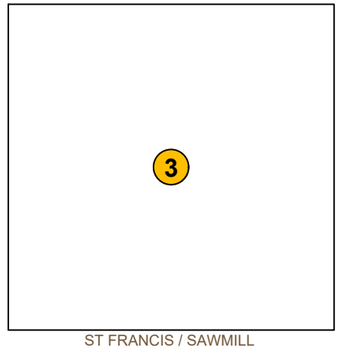


GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

Thru Lanes (# as indicated)

Turning Lanes (# as indicated)

1234(1234) AM(PM) Traffic Counts

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SANTA FE, NEW MEXICO
SITE TRAFFIC ANALYSIS

FIGURE 13
TRIP DISTRIBUTION & ASSIGNMENT
VOLUMES PM - PASS-BY

VI. TRAFFIC AND IMPROVEMENT ANALYSIS

The following section will discuss the results of the future year traffic analysis.

A. LEVEL OF SERVICE ANALYSIS

1. 2024 No Build Intersection Capacity Analysis

For the 2024 No Build scenario, the intersections were again analyzed using HCS7. Table 7 through Table 10 shows the 2024 No Build results. The HCS output is included in Appendix D.

a) *St Francis Drive and Siringo Road*

In the No Build analysis, the signalized intersection of St Francis Drive and Siringo Road continues to operate under capacity in all AM analysis periods. Eastbound right, westbound thru, and westbound right movements in some analysis periods operate at LOS E.

In the PM, the intersection will become overcapacity in most analysis periods with the highest v/c of 1.63, which occurs at 5:15 PM. Delay is expected to be high, particularly from 5:45 PM on. The primary movements operating poorly in the PM include the southbound thru and eastbound right. This is due to the high volume of traffic traveling south on St Francis Drive towards I-25 in the PM peak hour. Note the oversaturated conditions may extend beyond 6:00 PM. Again, these results reflect the scaredy-cat nature of drivers destined for southbound I-25 crowding into the far right lane prior to the interstate.

Table 7 | 2024 No Build Signalized Intersection Results (St Francis & Siringo)

2024 No Build AM				2024 No Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	17	B	0.75	16:00	55.3	E	1.09
7:15	18.5	B	0.76	16:15	38.1	D	0.86
7:30	22.4	C	0.74	16:30	59.8	E	1.11
7:45	25.6	C	0.93	16:45	141.2	F	1.24
8:00	21	C	0.68	17:00	299	F	1.41
8:15	20.1	C	0.78	17:15	569.6	F	1.63
8:30	20	B	0.67	17:30	547.5	F	0.97
8:45	19.7	B	0.80	17:45	619.4	F	1.03

b) *St Francis Drive and Zia Road*

The multi-period analysis indicates that in the No Build, the signalized intersection of St Francis Drive and Zia Road operates over capacity from 7:30 to 9:00 AM and from 4:15 to 6:00 PM. The highest v/c in the AM is 1.64, which occurs at 7:45 AM and the highest v/c in the PM is 1.27, which occurs at 5:15 PM, both in the eastbound left movement.

In the AM the eastbound left movement operates over capacity, with high queue spillover into the adjacent thru lane. The primary movements operating poorly in the PM include the southbound thru and eastbound left. The eastbound left-turn lane performs poorly in both AM and PM analysis periods because the storage lengths are not sufficient. Note the oversaturated conditions may extend beyond 9:00 AM and beyond 6:00 PM.

The previous adjustments for lane utilization for southbound through and eastbound left traffic were again applied for the No Build scenario.

Table 8 | 2024 No Build Signalized Intersection Results (St Francis & Zia)

2024 No Build AM				2024 No Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	26.6	C	0.90	16:00	50.9	D	1.09
7:15	26.7	C	0.92	16:15	64.4	E	0.96
7:30	59.1	E	1.60	16:30	80.6	F	1.14
7:45	124.5	F	1.64	16:45	122.2	F	1.14
8:00	179.7	F	1.41	17:00	165.4	F	1.14
8:15	267	F	1.56	17:15	190.9	F	1.27
8:30	284.6	F	1.27	17:30	224	F	1.09
8:45	251.5	F	1.04	17:45	248.8	F	1.06

c) *St Francis Drive and Sawmill Road*

In the No Build analysis, the signalized intersection of St Francis Drive and Sawmill Road operates at an overall acceptable level of service in both AM and PM analysis periods. In the AM, the eastbound left and westbound right movements operate at LOS E or F in some analysis periods. In the PM, the eastbound thru movement operates over capacity at 5:15 PM with a v/c of 1.17. Both eastbound and westbound approaches have movements that operate at LOS E or F in most analysis periods.

The adjustments for southbound through lane utilization were again included in this scenario.

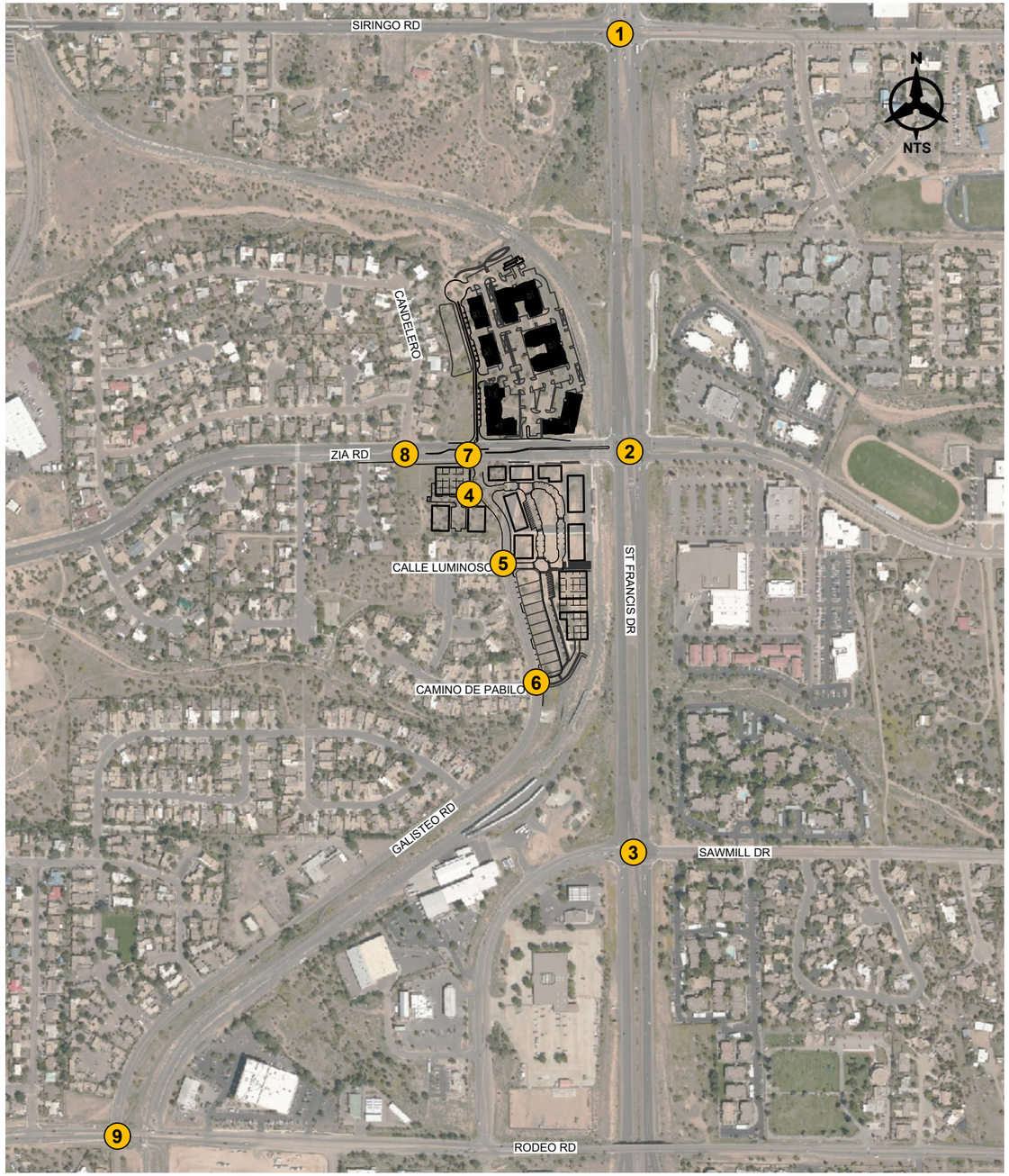
Table 9 | 2024 No Build Signalized Intersection Results (St Francis & Sawmill)							
2024 No Build AM				2024 No Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	14.1	B	0.64	16:00	25.2	C	0.83
7:15	16.5	B	0.72	16:15	23	C	0.88
7:30	27.5	C	0.91	16:30	27.3	C	0.93
7:45	29.2	C	0.95	16:45	28.7	C	0.95
8:00	25.1	C	0.87	17:00	29.4	C	0.95
8:15	21.4	C	0.79	17:15	36.8	D	1.17
8:30	19.8	B	0.76	17:30	29.5	C	0.82
8:45	19.4	B	0.77	17:45	26.8	C	0.95

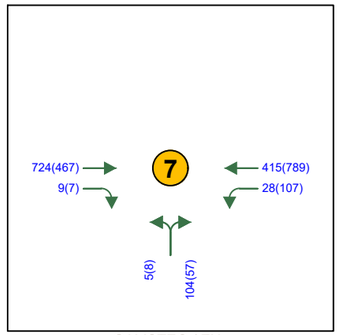
d) *Unsignalized Intersections*

The analysis indicates the unsignalized intersections are expected to continue operating at acceptable levels of service in the No Build. Queueing will remain at one car or less and level of service will not degrade to LOS E or F.

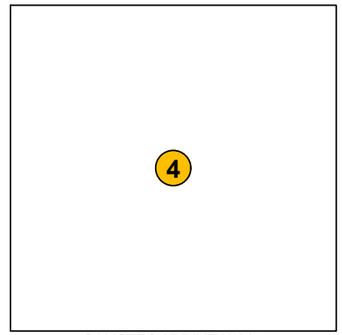
Again, the northbound left turn from Galisteo onto Zia was evaluated with two-stage gap acceptance and results in lower delay for this movement.

Table 10 | 2024 No Build Unsignalized Intersection Results								
	2024 No Build AM Peak				2024 No Build PM Peak			
Intersection/Movement	Delay	v/c	Queue* (ft)	LOS	Delay	v/c	Queue* (ft)	LOS
Zia and Candelero	-	-	-	-	-	-	-	-
Eastbound Left	8.3	0.00	0	A	9.7	0.01	0	A
Southbound Approach	16.6	0.09	25	C	22.1	0.11	25	C
Zia and Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.2	0.00	0	A	9.5	0.00	0	A
Westbound Left	9.5	0.04	25	A	8.8	0.10	25	A
Northbound Left	26.0	0.03	25	D	30.0	0.05	25	D
Northbound Right	12.2	0.18	25	B	10.2	0.08	25	B
Galisteo and Calle Luminoso	-	-	-	-	-	-	-	-
Eastbound Approach	9.2	0.01	0	A	9.3	0.01	0	A
Northbound Left	7.3	0.00	0	A	7.5	0.00	0	A
Galisteo and Camino Pabilo	-	-	-	-	-	-	-	-
Eastbound Approach	9.1	0.02	0	A	9.1	0.01	0	A
Northbound Left	7.3	0.00	0	A	7.5	0.00	0	A
Rodeo and Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.6	0.03	25	A	9.9	0.03	25	A
Westbound Left	9.8	0.03	25	A	8.7	0.04	25	A
Northbound Approach	18.4	0.17	25	C	15.2	0.07	25	C
Southbound Left	26.9	0.08	25	D	25.5	0.08	25	D
Southbound Right	11.9	0.07	25	B	17.1	0.14	25	C
* – HCM 95th percentile queue rounded to next 25-foot increment								

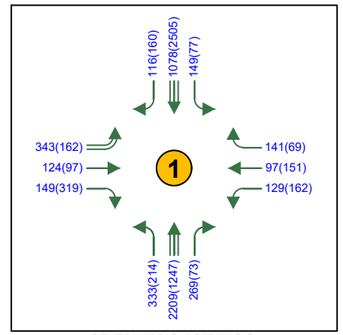




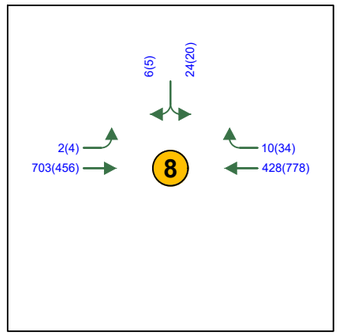
GALISTEO / ZIA



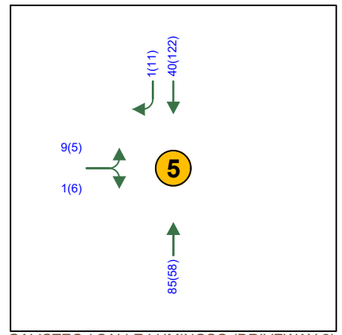
GALISTEO / DRIVEWAY 1



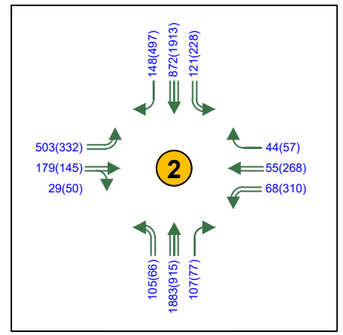
ST FRANCIS / SIRINGO



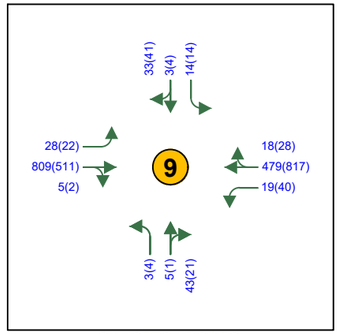
CANDELERO / ZIA



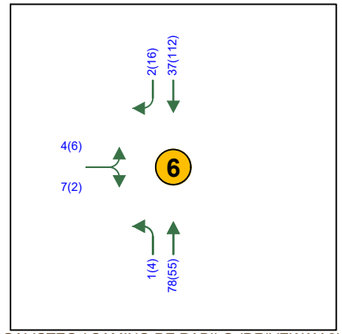
GALISTEO / CALLE LUMINOSO (DRIVEWAY 2)



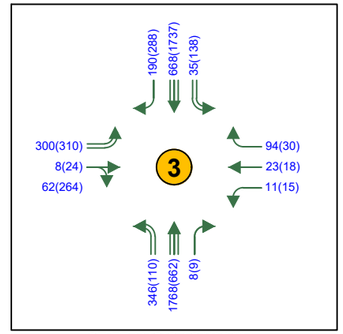
ST FRANCIS / ZIA



GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) AM(PM) Traffic Counts

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FIGURE 14
2024 NO-BUILD AM (PM) PEAK HOUR TRAFFIC VOLUMES

2. 2024 Build Traffic Volumes

The trips generated by the site (Table 6) were assigned to the intersections. These trips were added to the 2024 No Build traffic projections. The 2024 Build LOS are shown in Table 11 through Table 14. The individual intersection output is included in Appendix E.

a) *St Francis Drive and Siringo Road*

In the Build analysis, the signalized intersection of St Francis Drive and Siringo Road continues to operate acceptably overall. The northbound left movement is expected to become overcapacity from 7:45 to 8:00 AM with v/c of 1.08; however, the AM overall will operate no worse than LOS C. Eastbound right, westbound thru, and westbound right movements in some analysis periods continue to operate at LOS E.

In the PM, the southbound thru/right movement will become overcapacity in most analysis periods with the highest v/c of 1.64 occurring at 5:15 PM. Delay is expected to be high in the southbound direction, particularly from 6:45 PM on. The primary movements operating poorly in the PM include the southbound thru/right and eastbound right. Note the oversaturated conditions may extend beyond 6:00 PM.

The adjustments for southbound through lane utilization were again included in this scenario.

Table 11 | 2024 Build Signalized Intersection Results (St Francis & Siringo)

2024 Build AM				2024 Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	17.3	B	0.75	16:00	55.1	E	1.08
7:15	18.5	B	0.76	16:15	40.5	D	0.86
7:30	25.2	C	0.83	16:30	75.5	E	1.18
7:45	31.8	C	1.08	16:45	198.1	F	1.35
8:00	23.2	C	0.69	17:00	382.1	F	1.46
8:15	25.3	C	0.82	17:15	653.1	F	1.64
8:30	20.8	C	0.67	17:30	628.4	F	0.98
8:45	20.3	C	0.81	17:45	711.1	F	1.03

b) *St Francis Drive and Zia Road*

The signalized intersection of St Francis Drive and Zia Road improves significantly overall in the Build analysis. With the addition of a third eastbound left turn lane and additional storage due to the realignment of Galisteo Road, the eastbound left

movement will experience a reduction in queueing and delay. These improvements are conceptually shown in Figure 16 on page 39. It is also expected that with the improved performance of the eastbound left, there may be a reduction in trips known to go eastbound through the intersection of St Francis and Zia, perform a u-turn east of the intersection, and turn right onto St Francis. To account for this reduction, 10% of total eastbound thru trips were reduced from this movement and assigned to the eastbound left.

In the AM, the intersection operates at an overall acceptable level of service with no oversaturated movements. The eastbound thru/right movement is expected to experience queue spillover from 7:45 to 8:15 AM (4 cars). Though the eastbound thru/right spills over into the adjacent lane by four (4) cars in the AM, only one (1) car blocks the intersection of Zia and Galisteo. The AM will operate no worse than LOS C overall with the proposed improvements. However, eastbound thru/right, northbound left, and southbound left movements in some analysis periods will operate at LOS E or F. The operation of the eastbound thru/right movement in particular is expected to worsen. This is due to the decrease in eastbound thru lanes to accommodate the third left-turn lane. The remaining eastbound thru lane will become a shared thru/right lane, which will begin just east of the Zia Road and Galisteo Road intersection. This relatively slight reduction delay and level of service is seen as an appropriate trade-off, as the proposed improvements provide substantial improvement over the Existing and No Build operations.

*** Micro-Simulation**

Overcapacity intersections and movements and free right turns were further evaluated using micro-simulation tools to provide additional results that consider driver behavior. When these movements were evaluated in the TransModeler micro-simulation tool, it shows no spillover and generates reasonable delay. In situations like this when results from HCS and TransModeler differ, adjustments to HCS can be made to overcome limitations in the HCM. This was not done in this case. However, use of micro-simulation tools to supplement HCM procedures in oversaturated conditions is an acceptable use per the HCM.

The eastbound thru/right movement is not expected to add delay to the adjacent lane from spillover. Field conditions indicate the southbound thru movement does queue back past Siringo occasionally, particularly in the outside most lane with drivers preparing for the I-25 southbound on ramp.

In the PM, the southbound thru movement will become overcapacity in two analysis periods with the highest v/c of 1.08*, which occurs at 5:00 PM. The eastbound thru/right movement is expected to experience queue spillover at 4:30 (1 car) and 5:00 (1 car). The primary movements operating poorly in the PM include the eastbound thru/right, westbound left, southbound left, and southbound thru.

Table 12 | 2024 Build Signalized Intersection Results (St Francis & Zia)							
2024 Build AM				2024 Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	21.5	C	0.34	16:00	36.1	D	0.99
7:15	20.5	C	0.48	16:15	31.9	C	0.91
7:30	25.3	C	0.78	16:30	45.8	D	1.05
7:45	28.5	C	0.99	16:45	42.8	D	0.94
8:00	25.6	C	0.91	17:00	50.7	D	1.08
8:15	23.9	C	0.74	17:15	60.1	E	0.98
8:30	20.9	C	0.69	17:30	57.4	E	0.99
8:45	21.2	C	0.68	17:45	50.6	D	0.97

c) *St Francis Drive and Sawmill Road*

In the Build analysis, the signalized intersection of St Francis Drive and Sawmill Road operates at an overall acceptable level of service in both AM and PM analysis periods. In the AM, the eastbound left and westbound right movements operate at LOS E or F in some analysis periods. In the PM, the eastbound thru/right movement operates over capacity at 5:15 PM with a v/c of 1.10. Both eastbound and westbound approaches have movements that operate at LOS E or F in most analysis periods.

The adjustments for southbound through lane utilization were again included in this scenario.

Table 13 | 2024 Build Signalized Intersection Results (St Francis & Sawmill)							
2024 Build AM				2024 Build PM			
Period	Delay	LOS	Max V/C	Period	Delay	LOS	Max V/C
7:00	14	B	0.64	16:00	26.5	C	0.73
7:15	16	B	0.72	16:15	24.7	C	0.88
7:30	25.3	C	0.87	16:30	29	C	0.89
7:45	28.5	C	0.96	16:45	29.4	C	0.91
8:00	23.6	C	0.84	17:00	30.5	C	0.91
8:15	21.2	C	0.79	17:15	35.7	D	1.10
8:30	19	B	0.76	17:30	27.1	C	0.82
8:45	18.5	B	0.77	17:45	27.8	C	0.91

d) *Unsignalized Intersections*

The analysis indicates the unsignalized intersections are expected to continue operating at acceptable levels of service in the No Build. The proposed improvements restrict the Zia and Galisteo intersection to left-in/right-in/right-out only. Queueing will remain at one car or less and level of service will not degrade to LOS E or F.

The proposed site entrances are also expected to operate acceptably with minimal queueing and delay.

The intersection of Zia Road and Candelero was evaluated with a westbound u-turn movement due to the restricted left-out at Zia Road and Galisteo Road. This movement is expected to operate acceptably with a queue of one vehicle in both the AM and PM peak hours.

A peak hour traffic signal warrant analysis was performed for the Zia and Galisteo intersection and a traffic signal was not warranted. A copy of the peak hour traffic signal warrant analysis is included in Appendix E.

Table 14 | 2024 Build Unsignalized Intersection Results								
	2024 Build AM Peak				2024 Build PM Peak			
Intersection/Movement	Delay	v/c	Queue* (ft)	LOS	Delay	v/c	Queue* (ft)	LOS
Zia & Candelero	-	-	-	-	-	-	-	-
Eastbound Left	8.5	0.00	0	A	9.8	0.01	0	A
Westbound U Turn	14.6	0.11	25	B	10.8	0.04	25	B
Southbound Approach	15.9	0.09	25	C	18.2	0.09	25	C
Zia & Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.3	0.01	0	A	9.7	0.02	25	A
Westbound Left	11.9	0.29	50	B	9.9	0.25	25	A
Northbound Right	15.3	0.42	75	C	11.7	0.27	50	B
Southbound Right	10.4	0.15	25	B	11.9	0.11	25	B
Galisteo & D1	-	-	-	A	-	-	-	-
Eastbound Right	9.9	0.01	0	A	9.3	0.01	0	A
Westbound Right	9.2	0.02	0	A	9.1	0.02	25	A
Northbound Left	7.8	0.00	0	A	7.6	0.00	0	A
Galisteo & D2/Calle Luminoso	-	-	-	-	-	-	-	-
Eastbound Approach	15.0	0.03	25	B	11.6	0.02	25	B
Westbound Approach	13.5	0.09	25	B	12.8	0.09	25	B
Northbound Left	7.5	0.00	0	A	7.6	0.00	0	A
Southbound Left	8.2	0.15	25	A	8.0	0.10	25	A
Galisteo & D3/Camino Pabilo	-	-	-	-	-	-	-	-
Eastbound Approach	11.1	0.02	25	B	9.8	0.01	0	A
Westbound Approach	11.6	0.26	25	B	11.6	0.27	50	B
Northbound Left	7.3	0.00	0	A	7.5	0.00	0	A
Southbound Left	7.7	0.07	25	A	7.5	0.05	25	A
Rodeo & Galisteo	-	-	-	-	-	-	-	-
Eastbound Left	8.7	0.05	25	A	10.1	0.05	25	B
Westbound Left	9.7	0.03	25	A	8.6	0.04	25	A
Northbound Approach	18.8	0.17	25	C	16.9	0.08	25	C
Southbound Left	32.3	0.22	25	D	28.6	0.18	25	D
Southbound Right	13.1	0.18	25	B	21.2	0.34	50	C
* – HCM 95th percentile queue rounded to next 25-foot increment								

e) *Queue Discussion*

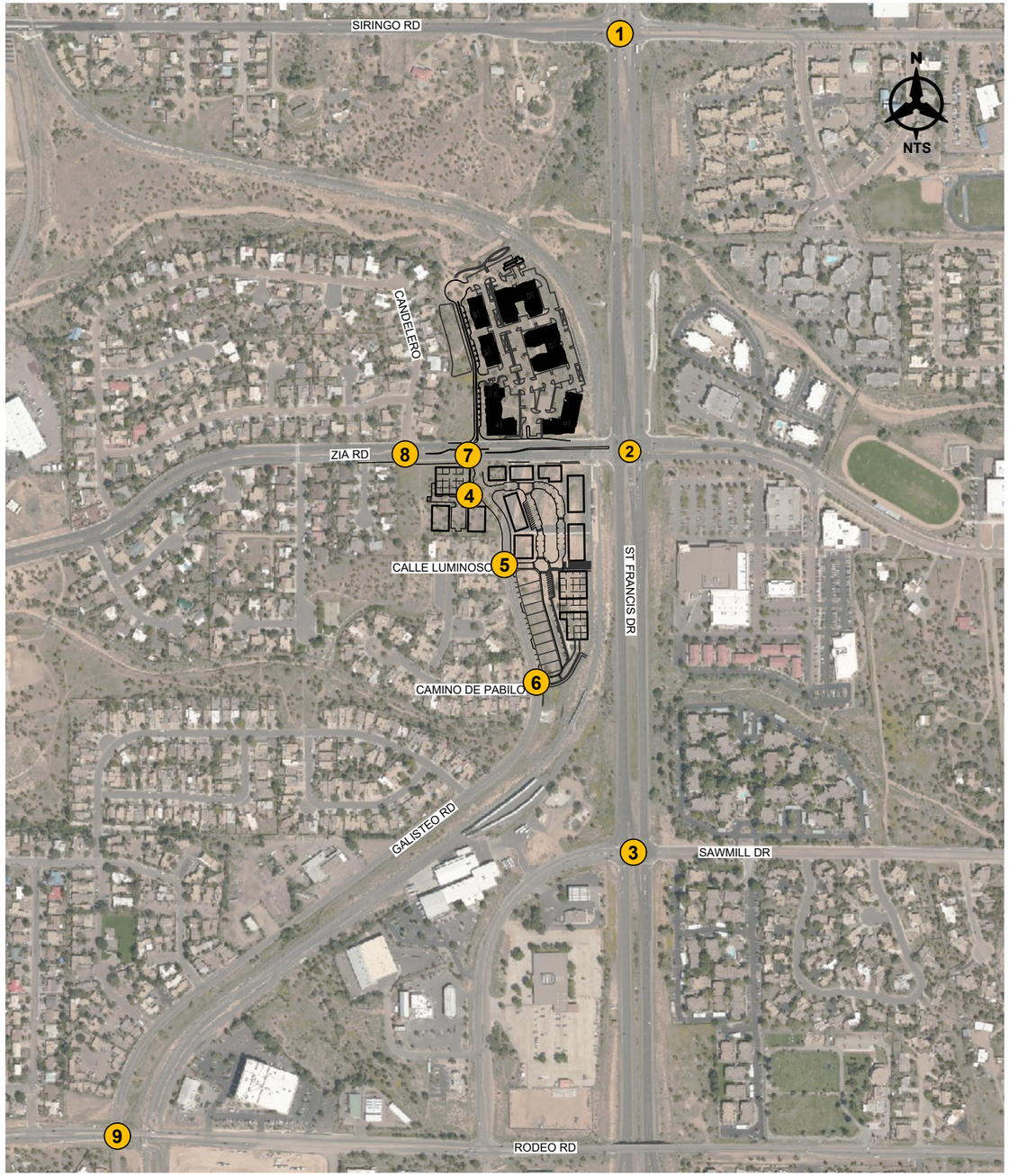
The following section reports the expected maximum queueing for new movements on Zia.

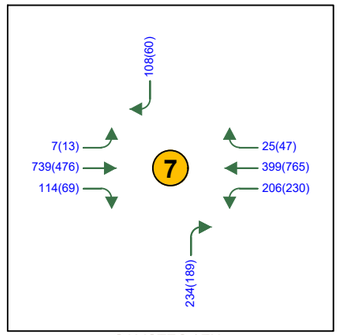
Queueing is not expected to exceed the available storage with the exception of two instances at St Francis Drive and Zia Road: eastbound thru/right in the AM and PM and westbound left in the PM. The eastbound thru/right will experience queue spillover of approximately four (4) vehicles in the AM and one (1) vehicle in the PM. Westbound left will have about two (2) vehicles extend beyond the available storage.

The eastbound and westbound left turn bays at Zia Road and Galisteo Road, and the westbound u-turn at Candelero, are not expected to queue beyond available storage.

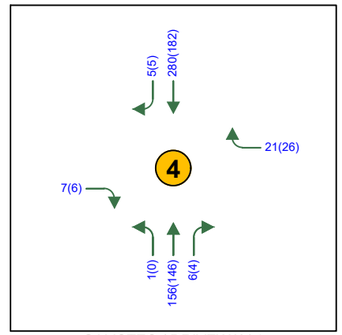
Table 15 | Max Queue Results

Movement	Available Storage	AM	PM
St Francis & Zia	-	-	-
Eastbound Left	395	244	202
Eastbound Thru/Right	375	484	402
Westbound Left	200	53	236
Westbound Thru	240	77	218
Westbound Right	150	124	86
Zia & Galisteo	-	-	-
Eastbound Left	84	0	25
Westbound Left	126	50	25
Zia & Candelero	-	-	-
Westbound U Turn	84	25	25





GALISTEO / ZIA



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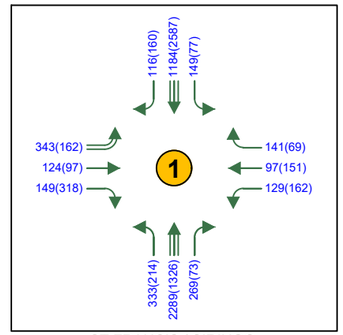
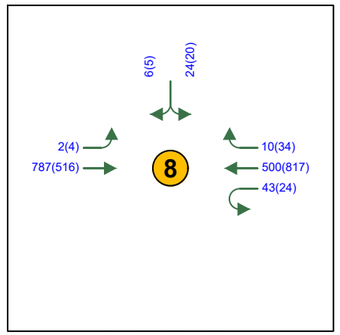
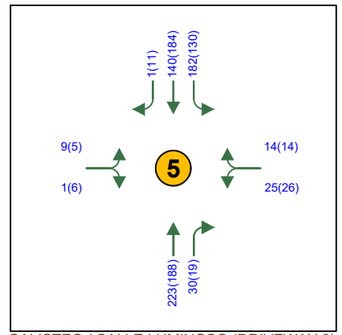


ST FRANCIS / SIRINGO



CANDELERO / ZIA



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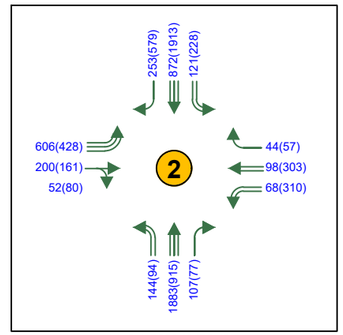

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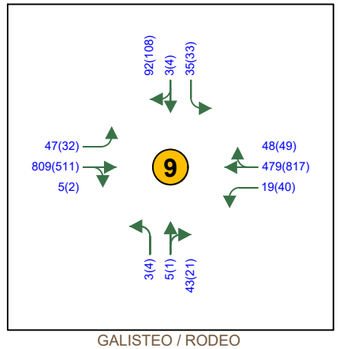
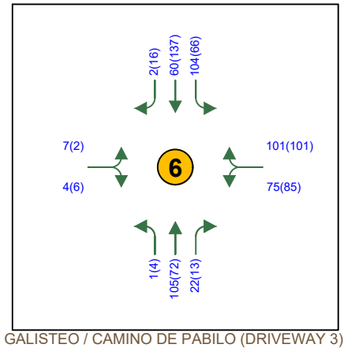
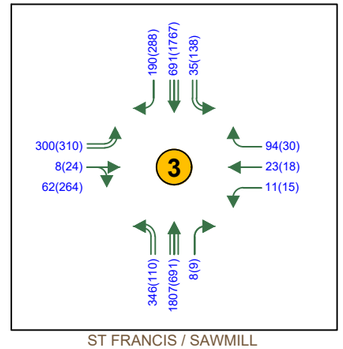


GALISTEO / RODEO



GALISTEO / CAMINO DE PABILO (DRIVEWAY 3)



ST FRANCIS / SAWMILL

LEGEND

- Thru Lanes (# as indicated)
- Turning Lanes (# as indicated)
- 1234(1234) AM(PM) Traffic Counts

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FIGURE 15
2024 BUILD AM (PM) PEAK HOUR TRAFFIC VOLUMES

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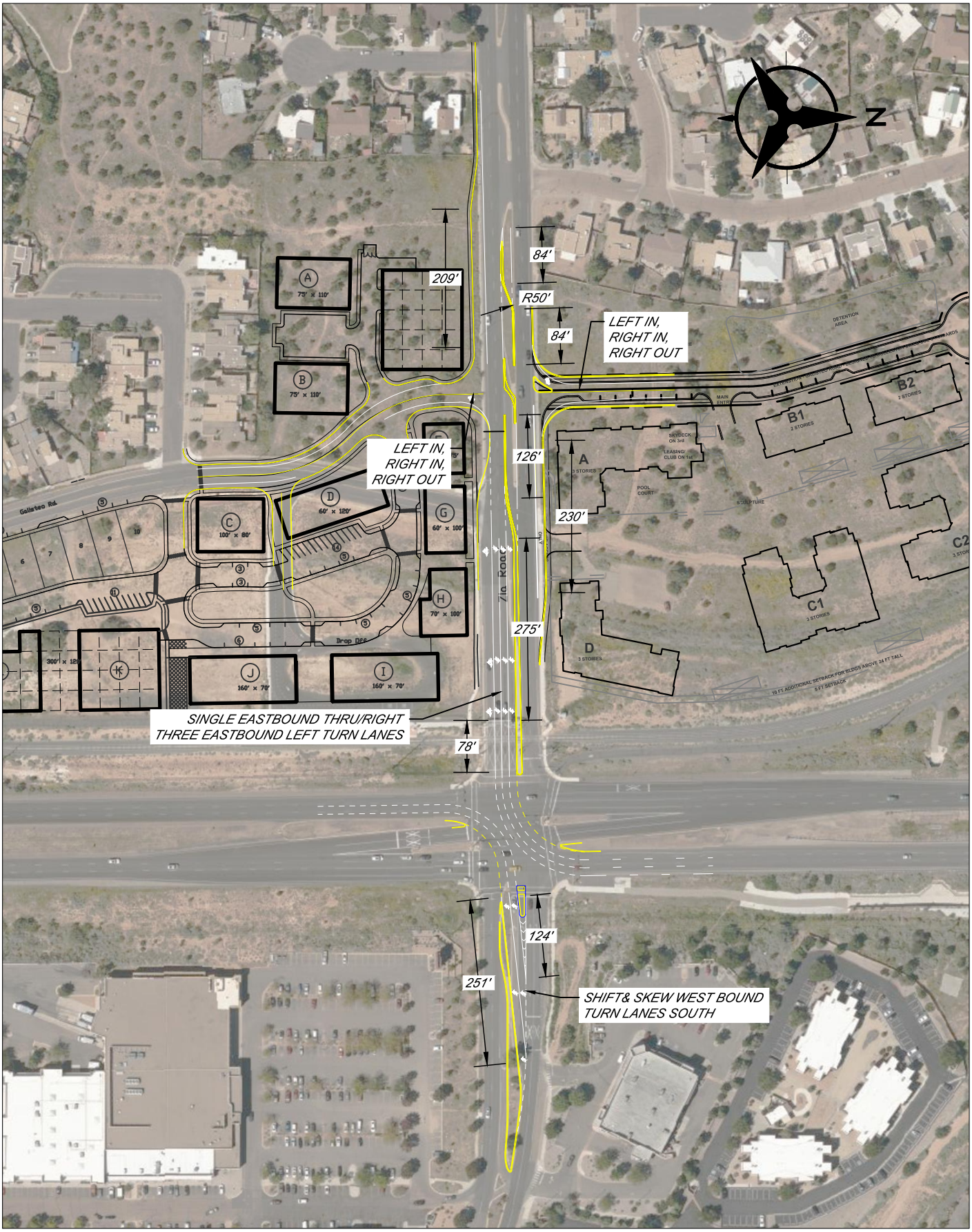

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FIGURE 16
RECOMMENDED IMPROVEMENTS

VII. SAFETY ANALYSIS

To assess the safety performance of all major roadways located within the study area, a safety analysis was performed using Highway Safety Software (HSS). Geometric parameters along with annual average daily traffic (AADT) calculations and three years of prior crash data were applied to determine the predicted crash frequency for existing (2020) and future (2024) no build and build scenarios.

The AADT for each case was estimated by implementing the principle for which the peak hourly factor is ten percent of the annual average daily traffic volume. Crash data was provided by NMDOT for the years 2015 through 2017. Roadways in this urban study involve sections of St Francis Drive, Zia Road, and Sawmill Road.

This study reports the predicted crash frequency rather than the expected crash frequency. It should be noted, to estimate expected crash frequency, the project level-parameters should be calibrated to local conditions. New Mexico does not currently have any calibrated parameters; therefore, the calibrated default parameters from the Highway Safety Manual were used. These values were derived using data collected from multiple states including Washington and California.

Observed versus Predicted Crashes

The Highway Safety Manual (HSM) defines **observed crash frequency** as the historical crash data reported at the site during the period of analysis. The **predicted crash frequency** is the crash frequency calculated based on geometric design, traffic control features, and traffic volume of the site.

A. ST. FRANCIS DRIVE

The roadway section of St Francis Drive included in the study is between Siringo Road and Sawmill Road. The posted speed is 45 MPH with a three-lane divided highway typical cross section. HSS does not provide this type of section, thus it was modeled as a four-lane divided highway. The 40-foot median was measured in Google Earth. No driveways exist on St Francis. This roadway was modeled starting at St Francis and Siringo and ending at St Francis Drive and Sawmill.

Observed crash data revealed 118 crashes at the Siringo intersection, 128 crashes at the Zia intersection, and 83 crashes at the Sawmill intersection. The segments between these crossings, however, have significantly less observed crashes. The segment between Siringo and Zia has 22 observed crashes, while the segment between Sawmill and Zia has 16 observed crashes.

For existing conditions, results show the total number of predicted crashes is 19.44 crashes per year. The section with the highest number of predicted crashes is St-

Francis-Siringo intersection, of 6.36 crashes per year. The section with the lowest number of predicted crashes is the segment between Sawmill Road and Zia Road, of 1.73 crashes per year.

The 2024 no build safety analysis involved updating the traffic volume for all segments and intersections. This led to higher results for the predicted crash frequency. The total number of predicted crashes for 2024 no build study is 20.40 crashes per year. This implies one additional crash will be observed compared to 2020 existing conditions.

Similar to the no build analysis, the 2024 build study increased the AADT to determine the number of predicted crashes. This resulted in 21.31 total predicted crashes per year for 2024 build conditions. Based on these values, one additional crash will be observed compared to 2024 no build conditions and two additional crashes compared to 2020 existing results. Results for St Francis Drive are shown in Table 16. Full report outputs are located in Appendix E.

Table 16 | Predicted Crash Frequency for St Francis Drive

Location	Observed Crashes (2015-2017)	Predicted Crashes per Year		
		2020 Existing	2024 No Build	2024 Build
Sawmill	83	4.51	4.73	4.83
North of Sawmill	16	1.73	1.82	1.87
Zia	128	4.69	4.91	5.29
North of Zia	22	2.15	2.26	2.37
Siringo	115	6.36	6.68	6.96
Total		**19.44**	**20.40**	**21.31**

B. ZIA ROAD

The section of Zia Road included in the safety analysis includes Santa Fe High School driveways east to St Francis Drive. The typical cross section for Zia is a four-lane undivided roadway with existing driveways. The posted speed limit is 35 MPH and lighting is present throughout.

Observed crashes on Zia are concentrated at the Galisteo and St Francis intersections, with 14 and 128 crashes respectively, while the remainder of the corridor has a low number of observed crashes. The existing 2020 analysis predicts 7.90 crashes per year.

The 2024 no build analysis generated a predicted crash frequency of 8.28 crashes per year. This is about one additional predicted crash compared to the 2020 existing analysis.

Results from the 2024 build analysis showed an increase in the total predicted crash frequency to 9.94 crashes per year. This is one additional predicted crash compared to 2024 no build analysis and two additional predicted crashes compared to 2020 existing results. Results for the crash analysis on Zia are displayed in Table 17.

Table 17 | Predicted Crash Frequency for Zia Road

Location	Observed Crashes (2015-2017)	Predicted Crashes per Year		
		2020 Existing	2024 No Build	2024 Build
West of School Driveway	4	0.99	1.04	1.21
Candelero - West	0	0.28	0.30	0.34
East of Candelero (West)	1	0.76	0.79	0.93
Candelero - East	0	0.30	0.31	0.38
East of Candelero (East)	2	0.32	0.33	0.42
Galisteo	14	0.38	0.40	0.80
East of Galisteo	0	0.19	0.20	0.24
St Francis	128	4.69	4.91	5.08
Total		**7.90**	**8.28**	**9.94**

C. SAWMILL ROAD

A safety analysis was performed on Sawmill Road from Rodeo Road to St Francis Drive. With a posted speed of 35 MPH, the typical cross section is a four-lane undivided segment. Driveways are present throughout.

Crash data shows 26 observed crashes at the Rodeo intersection and 83 at St Francis and Sawmill intersection. Four crashes were recorded between these intersections on Sawmill. For 2020 existing analysis, the total predicted crash frequency is 6.48 crashes per year. This is slightly less than the 2024 no build predicted crash frequency, of 6.80 crashes per year.

The predicted crash frequency for the 2024 build analysis is 6.94. This implies there will be little to no change in the number of observed crashes between build and no build conditions. Results for the Sawmill analysis can be found in Table 18.

Table 18 | Predicted Crash Frequency for Sawmill Road				
Location	Observed Crashes (2015-2017)	Predicted Crashes per Year		
		2020 Existing	2024 No Build	2024 Build
Rodeo	26	1.87	1.96	2.01
North of Rodeo	4	0.66	0.69	0.69
St Francis	83	3.96	4.15	4.24
Total		**6.48**	**6.80**	**6.94**

VIII. CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS

The traffic analysis found the St Francis and Zia signalized intersection does not operate at acceptable levels of service under the Existing 2020 and 2024 No Build. Proposed improvements to the eastbound approach are expected to help improve the operation of the intersection in 2024 Build.

In the existing and no build analyses, the St Francis Drive and Siringo Road signalized intersection operates overall acceptably in all analysis periods in the AM but is overall LOS F in most 15-minute analysis periods in the PM. St Francis Drive and Zia Road operates overall F in most analysis periods in the AM and PM, with oversaturated conditions and queueing in the eastbound left lane. St Francis Drive and Sawmill Road operates overall acceptably in all analysis periods in the AM and PM. Each intersection has numerous movements that operate at LOS E or worse in the AM and PM.

In the build analysis, St Francis Drive and Zia Road operates at an overall acceptable LOS in all 15-minute analysis periods in the AM. In the PM, four analysis periods will operate at overall LOS E or worse. The operation of the eastbound left movement improves significantly in both AM PM; however, the eastbound thru/right movement is expected to worsen, particularly in the AM. This is considered to be an acceptable trade-off to the overall improvement to operations at the intersection due to the proposed improvements,

The unsignalized intersections and site driveways operate acceptably in the existing, no build, and build analyses.

B. RECOMMENDATIONS

- All designs shall satisfy the Manual on Uniform Traffic Control Devices (MUTCD) requirements.
- At the intersection of St Francis Drive and Zia Road it is recommended the dual eastbound left-turn lanes be converted to three total turn lanes. The inside most left-turn lane should be extended to a length of 275 feet from the stop bar. The two outside lanes will also serve eastbound left turns, which should extend 400 feet from the stop bar to the new Galisteo Road.
- With the triple eastbound left-turn lanes, the existing shared eastbound thru and right-turn lane will need to be extended east of the Zia Road and Galisteo Road intersection towards the new re-aligned Galisteo Road intersection (see below). Traveling eastbound on Zia Road through Galisteo Road, motorists must move right into the shared thru/right lane.

Implementation of temporary signage alerting motorists of the new intersection configuration will be needed.

- This project is proposing to re-align Galisteo Road to the west to increase queue storage on Zia Road between Galisteo Road and St Francis Drive.
- It is recommended that Zia Road and Galisteo Road operate as a left-in/right-in/right-out only intersection. Due to the short distance between this intersection and St Francis Drive, there are safety concerns for the northbound and southbound left-turn movements attempting the cross thru traffic (it is easy to misjudge how fast a vehicle is approaching). This will require construction of a median to prevent northbound and southbound left-turn movements. In addition, the northbound right turn lane will be perpendicular to Zia Road, with a short bulb out to allow passing eastbound drivers access to the eastbound through/right lane at St Francis. This was done as it was considered unsafe to construct the northbound right turn as a free right due to the potential of conflicts with northbound right and eastbound drivers.
- A westbound left-turn lane at Zia Road and Candelero Road is recommended to allow for u-turns. The removal of northbound and southbound lefts from Galisteo Road onto Zia Road may result in motorists performing u-turns at Candelero Road.
- East and westbound right-turn lanes are recommended from Zia Road onto Galisteo Road and should be designed to NMDOT State Access Management Manual (SAMM) deceleration lane standards.
- To accommodate the third eastbound left-turn lane at St Francis Drive and Zia Road, additional improvements will be required at this intersection. This includes adjusting the dual westbound left-turn lanes to properly position the opposing left-turn lanes. Moving the westbound left-turn lanes will require the pedestrian refuge to be located between the westbound left-turn and westbound thru lanes. Other improves include modifying the medians on St Francis to accommodate the eastbound and westbound left-turn lane paths. Considerations for the northbound signal and the drop inlet on St Francis may also be required.

APPENDIX A

EXISTING DATA, TRAFFIC COUNTS, AND CRASH DATA

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : Galisteo & Calle Luminoso
Site Code : 00000000
Start Date : 3/10/2020
Page No : 1

Groups Printed- Cars - Trucks

	Calle Luminoso Eastbound					Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
06:00	0	0	0	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	7
06:15	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	1	0	0	1	11
06:30	0	0	0	0	0	0	0	0	0	0	0	16	0	0	16	0	2	0	0	2	18
06:45	1	0	0	0	1	0	0	0	0	0	0	11	0	0	11	0	1	0	0	1	13
Total	1	0	0	0	1	0	0	0	0	0	0	44	0	0	44	0	4	0	0	4	49
07:00	2	0	0	0	2	0	0	0	0	0	0	10	0	0	10	0	6	1	0	7	19
07:15	4	0	0	0	4	0	0	0	0	0	0	19	0	0	19	0	9	0	0	9	32
07:30	4	0	0	0	4	0	0	0	0	0	0	23	0	0	23	0	6	0	0	6	33
07:45	3	0	1	0	4	0	0	0	0	0	0	22	0	0	22	0	11	1	0	12	38
Total	13	0	1	0	14	0	0	0	0	0	0	74	0	0	74	0	32	2	0	34	122
08:00	1	0	0	0	1	0	0	0	0	0	0	17	0	0	17	0	9	0	0	9	27
08:15	2	0	0	0	2	0	0	0	0	0	0	19	0	0	19	0	5	0	0	5	26
08:30	3	0	0	0	3	0	0	0	0	0	0	24	0	0	24	0	13	0	0	13	40
08:45	4	0	0	0	4	0	0	0	0	0	0	20	0	0	20	0	12	0	0	12	36
Total	10	0	0	0	10	0	0	0	0	0	0	80	0	0	80	0	39	0	0	39	129
BLANK																					
16:00	1	0	1	0	2	0	0	0	0	0	0	10	0	0	10	0	24	4	0	28	40
16:15	1	0	1	0	2	0	0	0	0	0	1	13	0	0	14	0	13	2	0	15	31
16:30	2	0	1	0	3	0	0	0	0	0	0	20	0	0	20	0	30	1	0	31	54
16:45	1	0	0	0	1	0	0	0	0	0	0	9	0	0	9	0	28	2	0	30	40
Total	5	0	3	0	8	0	0	0	0	0	1	52	0	0	53	0	95	9	0	104	165
17:00	1	0	5	0	6	0	0	0	0	0	0	12	0	0	12	0	27	6	0	33	51
17:15	1	0	0	0	1	0	0	0	0	0	0	15	0	0	15	0	32	2	0	34	50
17:30	0	0	0	0	0	0	0	0	0	0	1	10	0	0	11	0	28	4	0	32	43
17:45	2	0	1	0	3	0	0	0	0	0	1	16	0	0	17	0	20	1	0	21	41
Total	4	0	6	0	10	0	0	0	0	0	2	53	0	0	55	0	107	13	0	120	185
18:00	1	0	0	0	1	0	0	0	0	0	1	6	0	0	7	0	25	1	0	26	34
18:15	2	0	0	0	2	0	0	0	0	0	0	6	0	0	6	0	18	0	0	18	26
18:30	1	0	0	0	1	0	0	0	0	0	0	10	0	0	10	0	24	1	0	25	36
18:45	2	0	0	0	2	0	0	0	0	0	2	9	0	0	11	0	13	1	0	14	27
Total	6	0	0	0	6	0	0	0	0	0	3	31	0	0	34	0	80	3	0	83	123
Grand Total	39	0	10	0	49	0	0	0	0	0	6	334	0	0	340	0	357	27	0	384	773
Apprch %	79.6	0	20.4	0		0	0	0	0		1.8	98.2	0	0		0	93	7	0		
Total %	5	0	1.3	0	6.3	0	0	0	0	0	0.8	43.2	0	0	44	0	46.2	3.5	0	49.7	
Cars	39	0	10	0	49	0	0	0	0	0	6	334	0	0	340	0	353	27	0	380	769
% Cars	100	0	100	0	100	0	0	0	0	0	100	100	0	0	100	0	98.9	100	0	99	99.5
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	4
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.1	0	0	1	0.5

File Name : Galisteo & Calle Luminoso
Site Code : 00000000
Start Date : 3/10/2020
Page No : 2

	Calle Luminoso Eastbound					Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 11:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45																					
07:45	3	0	1	0	4	0	0	0	0	0	0	22	0	0	22	0	11	1	0	12	38
08:00	1	0	0	0	1	0	0	0	0	0	0	17	0	0	17	0	9	0	0	9	27
08:15	2	0	0	0	2	0	0	0	0	0	0	19	0	0	19	0	5	0	0	5	26
08:30	3	0	0	0	3	0	0	0	0	0	0	24	0	0	24	0	13	0	0	13	40
Total Volume	9	0	1	0	10	0	0	0	0	0	0	82	0	0	82	0	38	1	0	39	131
% App. Total	90	0	10	0		0	0	0	0		0	100	0	0		0	97.4	2.6	0		
PHF	.750	.000	.250	.000	.625	.000	.000	.000	.000	.000	.000	.854	.000	.000	.854	.000	.731	.250	.000	.750	.819
Cars	9	0	1	0	10	0	0	0	0	0	0	82	0	0	82	0	36	1	0	37	129
% Cars	100	0	100	0	100	0	0	0	0	0	0	100	0	0	100	0	94.7	100	0	94.9	98.5
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.3	0	0	5.1	1.5
Peak Hour Analysis From 12:00 to 18:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	2	0	1	0	3	0	0	0	0	0	0	20	0	0	20	0	30	1	0	31	54
16:45	1	0	0	0	1	0	0	0	0	0	0	9	0	0	9	0	28	2	0	30	40
17:00	1	0	5	0	6	0	0	0	0	0	0	12	0	0	12	0	27	6	0	33	51
17:15	1	0	0	0	1	0	0	0	0	0	0	15	0	0	15	0	32	2	0	34	50
Total Volume	5	0	6	0	11	0	0	0	0	0	0	56	0	0	56	0	117	11	0	128	195
% App. Total	45.5	0	54.5	0		0	0	0	0		0	100	0	0		0	91.4	8.6	0		
PHF	.625	.000	.300	.000	.458	.000	.000	.000	.000	.000	.000	.700	.000	.000	.700	.000	.914	.458	.000	.941	.903
Cars	5	0	6	0	11	0	0	0	0	0	0	56	0	0	56	0	117	11	0	128	195
% Cars	100	0	100	0	100	0	0	0	0	0	0	100	0	0	100	0	100	100	0	100	100
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : Galisteo & Camino de Pabilo
Site Code : 00000000
Start Date : 3/10/2020
Page No : 1

Groups Printed- Cars - Trucks

	Camino de Pabilo Eastbound					Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
06:00	0	0	0	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	7
06:15	1	0	1	0	2	0	0	0	0	0	0	10	0	0	10	0	2	0	0	2	14
06:30	2	0	0	0	2	0	0	0	0	0	0	14	0	0	14	0	2	0	0	2	18
06:45	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11	0	1	0	0	1	12
Total	3	0	1	0	4	0	0	0	0	0	0	42	0	0	42	0	5	0	0	5	51
07:00	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	6	0	0	6	16
07:15	1	0	1	0	2	0	0	0	0	0	0	18	0	0	18	0	8	1	0	9	29
07:30	3	0	0	0	3	0	0	0	0	0	0	20	0	0	20	0	7	0	0	7	30
07:45	1	0	0	0	1	0	0	0	0	0	0	21	0	0	21	0	12	0	0	12	34
Total	5	0	1	0	6	0	0	0	0	0	0	69	0	0	69	0	33	1	0	34	109
08:00	2	0	0	0	2	0	0	0	0	0	1	15	0	0	16	0	8	1	0	9	27
08:15	1	0	0	0	1	0	0	0	0	0	0	18	0	0	18	0	3	1	0	4	23
08:30	3	0	4	0	7	0	0	0	0	0	0	21	0	0	21	0	13	0	0	13	41
08:45	4	0	0	0	4	0	0	0	0	0	0	17	0	0	17	0	11	1	0	12	33
Total	10	0	4	0	14	0	0	0	0	0	1	71	0	0	72	0	35	3	0	38	124
BLANK																					
16:00	0	0	1	0	1	0	0	0	0	0	0	11	0	0	11	0	22	3	0	25	37
16:15	0	0	1	0	1	0	0	0	0	0	0	14	0	0	14	0	12	2	0	14	29
16:30	0	0	1	0	1	0	0	0	0	0	1	19	0	0	20	0	25	6	0	31	52
16:45	0	0	2	0	2	0	0	0	0	0	2	9	0	0	11	0	26	2	0	28	41
Total	0	0	5	0	5	0	0	0	0	0	3	53	0	0	56	0	85	13	0	98	159
17:00	2	0	2	0	4	0	0	0	0	0	1	12	0	0	13	0	25	7	0	32	49
17:15	0	0	1	0	1	0	0	0	0	0	0	13	0	0	13	0	32	0	0	32	46
17:30	1	0	0	0	1	0	0	0	0	0	3	10	0	0	13	0	26	2	0	28	42
17:45	0	0	2	0	2	0	0	0	0	0	0	17	0	0	17	0	19	2	0	21	40
Total	3	0	5	0	8	0	0	0	0	0	4	52	0	0	56	0	102	11	0	113	177
18:00	0	0	2	0	2	0	0	0	0	0	0	7	0	0	7	0	21	3	0	24	33
18:15	0	0	0	0	0	0	0	0	0	0	1	8	0	0	9	0	18	1	0	19	28
18:30	0	0	2	0	2	0	0	0	0	0	0	10	0	0	10	0	22	0	0	22	34
18:45	2	0	2	0	4	0	0	0	0	0	1	9	0	0	10	0	10	4	0	14	28
Total	2	0	6	0	8	0	0	0	0	0	2	34	0	0	36	0	71	8	0	79	123
Grand Total	23	0	22	0	45	0	0	0	0	0	10	321	0	0	331	0	331	36	0	367	743
Apprch %	51.1	0	48.9	0		0	0	0	0		3	97	0	0		0	90.2	9.8	0		
Total %	3.1	0	3	0	6.1	0	0	0	0	0	1.3	43.2	0	0	44.5	0	44.5	4.8	0	49.4	
Cars	23	0	21	0	44	0	0	0	0	0	9	319	0	0	328	0	325	36	0	361	733
% Cars	100	0	95.5	0	97.8	0	0	0	0	0	90	99.4	0	0	99.1	0	98.2	100	0	98.4	98.7
Trucks	0	0	1	0	1	0	0	0	0	0	1	2	0	0	3	0	6	0	0	6	10
% Trucks	0	0	4.5	0	2.2	0	0	0	0	0	10	0.6	0	0	0.9	0	1.8	0	0	1.6	1.3

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : Galisteo & Camino de Pabilo
Site Code : 00000000
Start Date : 3/10/2020
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	Camino de Pabilo Eastbound					Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 11:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45																					
07:45	1	0	0	0	1	0	0	0	0	0	0	21	0	0	21	0	12	0	0	12	34
08:00	2	0	0	0	2	0	0	0	0	0	1	15	0	0	16	0	8	1	0	9	27
08:15	1	0	0	0	1	0	0	0	0	0	0	18	0	0	18	0	3	1	0	4	23
08:30	3	0	4	0	7	0	0	0	0	0	0	21	0	0	21	0	13	0	0	13	41
Total Volume	7	0	4	0	11	0	0	0	0	0	1	75	0	0	76	0	36	2	0	38	125
% App. Total	63.6	0	36.4	0		0	0	0	0		1.3	98.7	0	0		0	94.7	5.3	0		
PHF	.583	.000	.250	.000	.393	.000	.000	.000	.000	.000	.250	.893	.000	.000	.905	.000	.692	.500	.000	.731	.762
Cars	7	0	4	0	11	0	0	0	0	0	1	75	0	0	76	0	34	2	0	36	123
% Cars	100	0	100	0	100	0	0	0	0	0	100	100	0	0	100	0	94.4	100	0	94.7	98.4
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.6	0	0	5.3	1.6
Peak Hour Analysis From 12:00 to 18:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	0	0	1	0	1	0	0	0	0	0	1	19	0	0	20	0	25	6	0	31	52
16:45	0	0	2	0	2	0	0	0	0	0	2	9	0	0	11	0	26	2	0	28	41
17:00	2	0	2	0	4	0	0	0	0	0	1	12	0	0	13	0	25	7	0	32	49
17:15	0	0	1	0	1	0	0	0	0	0	0	13	0	0	13	0	32	0	0	32	46
Total Volume	2	0	6	0	8	0	0	0	0	0	4	53	0	0	57	0	108	15	0	123	188
% App. Total	25	0	75	0		0	0	0	0		7	93	0	0		0	87.8	12.2	0		
PHF	.250	.000	.750	.000	.500	.000	.000	.000	.000	.000	.500	.697	.000	.000	.713	.000	.844	.536	.000	.961	.904
Cars	2	0	6	0	8	0	0	0	0	0	4	53	0	0	57	0	108	15	0	123	188
% Cars	100	0	100	0	100	0	0	0	0	0	100	100	0	0	100	0	100	100	0	100	100
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : Galisteo & Railrunner Entrance
Site Code : 00000000
Start Date : 3/10/2020
Page No : 1

Groups Printed- Cars - Trucks

	Eastbound					Railrunner Entrance Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
06:00	0	0	0	0	0	0	0	0	0	0	0	7	0	0	7	1	0	0	0	1	8
06:15	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	1	0	0	1	11
06:30	0	0	0	0	0	0	0	1	0	1	0	16	0	0	16	0	2	0	0	2	19
06:45	0	0	0	0	0	0	0	0	0	0	0	12	0	0	12	0	1	0	0	1	13
Total	0	0	0	0	0	0	0	1	0	1	0	45	0	0	45	1	4	0	0	5	51
07:00	0	0	0	0	0	0	0	1	0	1	0	12	0	0	12	6	6	0	0	12	25
07:15	0	0	0	0	0	3	0	7	0	10	0	19	3	0	22	2	6	0	0	8	40
07:30	0	0	0	0	0	0	0	0	0	0	0	29	0	0	29	0	7	0	0	7	36
07:45	0	0	0	0	0	1	0	0	0	1	0	23	1	0	24	0	11	0	0	11	36
Total	0	0	0	0	0	4	0	8	0	12	0	83	4	0	87	8	30	0	0	38	137
08:00	0	0	0	0	0	0	0	0	0	0	0	18	0	0	18	0	9	0	0	9	27
08:15	0	0	0	0	0	0	0	0	0	0	0	21	0	0	21	0	4	0	0	4	25
08:30	0	0	0	0	0	0	0	1	0	1	0	27	0	0	27	3	13	0	0	16	44
08:45	0	0	0	0	0	2	0	3	0	5	0	23	1	0	24	2	11	0	0	13	42
Total	0	0	0	0	0	2	0	4	0	6	0	89	1	0	90	5	37	0	0	42	138

BLANK

16:00	0	0	0	0	0	0	0	1	0	1	0	9	2	0	11	1	28	0	0	29	41
16:15	0	0	0	0	0	1	0	5	0	6	0	14	0	0	14	4	15	0	0	19	39
16:30	0	0	0	0	0	0	0	0	0	0	0	22	0	0	22	0	30	0	0	30	52
16:45	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	1	31	0	0	32	42
Total	0	0	0	0	0	1	0	6	0	7	0	55	2	0	57	6	104	0	0	110	174
17:00	0	0	0	0	0	1	0	1	0	2	0	12	1	0	13	0	32	0	0	32	47
17:15	0	0	0	0	0	0	0	2	0	2	0	16	0	0	16	2	34	0	0	36	54
17:30	0	0	0	0	0	0	0	1	0	1	0	10	0	0	10	5	33	0	0	38	49
17:45	0	0	0	0	0	2	0	8	0	10	0	15	2	0	17	3	18	0	0	21	48
Total	0	0	0	0	0	3	0	12	0	15	0	53	3	0	56	10	117	0	0	127	198
18:00	0	0	0	0	0	0	0	1	0	1	0	5	0	0	5	1	24	0	0	25	31
18:15	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	0	18	0	0	18	26
18:30	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	25	0	0	25	35
18:45	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11	1	14	0	0	15	26
Total	0	0	0	0	0	0	0	1	0	1	0	34	0	0	34	2	81	0	0	83	118
Grand Total	0	0	0	0	0	10	0	32	0	42	0	359	10	0	369	32	373	0	0	405	816
Apprch %	0	0	0	0		23.8	0	76.2	0		0	97.3	2.7	0		7.9	92.1	0	0		
Total %	0	0	0	0	0	1.2	0	3.9	0	5.1	0	44	1.2	0	45.2	3.9	45.7	0	0	49.6	
Cars	0	0	0	0	0	10	0	31	0	41	0	355	10	0	365	30	371	0	0	401	807
% Cars	0	0	0	0	0	100	0	96.9	0	97.6	0	98.9	100	0	98.9	93.8	99.5	0	0	99	98.9
Trucks	0	0	0	0	0	0	0	1	0	1	0	4	0	0	4	2	2	0	0	4	9
% Trucks	0	0	0	0	0	0	0	3.1	0	2.4	0	1.1	0	0	1.1	6.2	0.5	0	0	1	1.1

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : Galisteo & Railrunner Entrance
Site Code : 00000000
Start Date : 3/10/2020
Page No : 2

	Eastbound					Railrunner Entrance Westbound					Galisteo Rd Northbound					Galisteo Rd Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 11:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15																					
07:15	0	0	0	0	0	3	0	7	0	10	0	19	3	0	22	2	6	0	0	8	40
07:30	0	0	0	0	0	0	0	0	0	0	0	29	0	0	29	0	7	0	0	7	36
07:45	0	0	0	0	0	1	0	0	0	1	0	23	1	0	24	0	11	0	0	11	36
08:00	0	0	0	0	0	0	0	0	0	0	0	18	0	0	18	0	9	0	0	9	27
Total Volume	0	0	0	0	0	4	0	7	0	11	0	89	4	0	93	2	33	0	0	35	139
% App. Total	0	0	0	0		36.4	0	63.6	0		0	95.7	4.3	0		5.7	94.3	0	0		
PHF	.000	.000	.000	.000	.000	.333	.000	.250	.000	.275	.000	.767	.333	.000	.802	.250	.750	.000	.000	.795	.869
Cars	0	0	0	0	0	4	0	7	0	11	0	87	4	0	91	2	33	0	0	35	137
% Cars	0	0	0	0	0	100	0	100	0	100	0	97.8	100	0	97.8	100	100	0	0	100	98.6
Trucks	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
% Trucks	0	0	0	0	0	0	0	0	0	0	0	2.2	0	0	2.2	0	0	0	0	0	1.4
Peak Hour Analysis From 12:00 to 18:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 17:00																					
17:00	0	0	0	0	0	1	0	1	0	2	0	12	1	0	13	0	32	0	0	32	47
17:15	0	0	0	0	0	0	0	2	0	2	0	16	0	0	16	2	34	0	0	36	54
17:30	0	0	0	0	0	0	0	1	0	1	0	10	0	0	10	5	33	0	0	38	49
17:45	0	0	0	0	0	2	0	8	0	10	0	15	2	0	17	3	18	0	0	21	48
Total Volume	0	0	0	0	0	3	0	12	0	15	0	53	3	0	56	10	117	0	0	127	198
% App. Total	0	0	0	0		20	0	80	0		0	94.6	5.4	0		7.9	92.1	0	0		
PHF	.000	.000	.000	.000	.000	.375	.000	.375	.000	.375	.000	.828	.375	.000	.824	.500	.860	.000	.000	.836	.917
Cars	0	0	0	0	0	3	0	12	0	15	0	53	3	0	56	10	117	0	0	127	198
% Cars	0	0	0	0	0	100	0	100	0	100	0	100	100	0	100	100	100	0	0	100	100
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Sawmill
Site Code : 00000000
Start Date : 3/10/2020
Page No : 1

Groups Printed- Cars - Trucks

	Sawmill Rd Eastbound					Sawmill Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
06:00	18	0	5	6	29	0	0	6	7	13	20	98	0	1	119	3	33	13	3	52	213
06:15	26	0	7	2	35	2	0	2	4	8	23	111	1	0	135	1	43	16	2	62	240
06:30	32	0	7	9	48	3	1	4	7	15	26	170	1	0	197	2	55	20	2	79	339
06:45	40	1	12	5	58	1	3	13	4	21	42	250	3	4	299	7	66	19	11	103	481
Total	116	1	31	22	170	6	4	25	22	57	111	629	5	5	750	13	197	68	18	296	1273
07:00	30	0	12	10	52	3	4	11	10	28	52	228	0	1	281	2	98	26	10	136	497
07:15	53	3	19	3	78	5	4	11	10	30	58	346	2	1	407	6	128	26	16	176	691
07:30	78	1	18	14	111	3	3	26	13	45	78	438	2	0	518	4	166	39	24	233	907
07:45	70	3	12	21	106	7	7	31	5	50	90	469	0	0	559	7	173	69	21	270	985
Total	231	7	61	48	347	18	18	79	38	153	278	1481	4	2	1765	19	565	160	71	815	3080
08:00	59	1	14	19	93	0	5	20	2	27	96	413	4	5	518	11	147	48	52	258	896
08:15	81	3	16	15	115	1	7	13	8	29	69	380	2	0	451	12	156	27	25	220	815
08:30	59	1	19	16	95	7	5	7	14	33	66	310	1	0	377	12	136	45	26	219	724
08:45	63	3	9	13	88	2	7	13	8	30	39	298	0	0	337	10	180	42	36	268	723
Total	262	8	58	63	391	10	24	53	32	119	270	1401	7	5	1683	45	619	162	139	965	3158
09:00	54	1	13	12	80	5	3	9	5	22	34	248	0	0	282	8	138	39	32	217	601
09:15	55	0	9	21	85	4	6	8	12	30	34	214	2	0	250	9	158	50	11	228	593
09:30	67	4	9	25	105	1	4	9	9	23	44	232	1	0	277	9	165	35	36	245	650
09:45	66	1	14	15	96	2	5	10	10	27	40	254	0	2	296	10	152	39	27	228	647
Total	242	6	45	73	366	12	18	36	36	102	152	948	3	2	1105	36	613	163	106	918	2491
10:00	55	1	12	16	84	0	2	7	12	21	27	202	1	0	230	8	158	41	17	224	559
10:15	68	3	5	17	93	1	2	4	12	19	22	189	2	0	213	10	136	60	13	219	544
10:30	75	6	20	13	114	2	4	6	9	21	34	205	1	0	240	11	151	56	31	249	624
10:45	63	4	16	20	103	3	5	7	11	26	42	198	0	1	241	12	143	67	10	232	602
Total	261	14	53	66	394	6	13	24	44	87	125	794	4	1	924	41	588	224	71	924	2329
BLANK																					
15:00	68	4	22	26	120	1	4	8	7	20	39	156	3	1	199	21	241	51	16	329	668
15:15	63	5	22	13	103	1	4	8	11	24	26	197	2	0	225	12	256	74	22	364	716
15:30	63	4	34	22	123	4	3	12	7	26	30	203	0	0	233	12	243	63	30	348	730
15:45	77	3	38	23	141	1	5	2	7	15	22	188	2	1	213	30	324	69	24	447	816
Total	271	16	116	84	487	7	16	30	32	85	117	744	7	2	870	75	1064	257	92	1488	2930
16:00	101	4	42	10	157	1	1	9	8	19	24	194	5	0	223	18	360	63	32	473	872
16:15	63	8	46	22	139	2	5	5	11	23	30	200	1	1	232	28	334	60	36	458	852
16:30	77	4	71	18	170	2	5	2	9	18	21	171	1	2	195	34	373	60	40	507	890
16:45	74	7	63	20	164	3	6	10	12	31	36	157	3	0	196	29	367	61	24	481	872
Total	315	23	222	70	630	8	17	26	40	91	111	722	10	3	846	109	1434	244	132	1919	3486

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Sawmill
Site Code : 00000000
Start Date : 3/10/2020
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Groups Printed- Cars - Trucks

	Sawmill Rd Eastbound					Sawmill Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
17:00	92	8	66	20	186	2	2	9	15	28	30	168	3	3	204	32	460	66	21	579	997
17:15	55	4	54	11	124	7	4	8	10	29	19	141	2	2	164	38	470	90	38	636	953
17:30	69	10	49	20	148	2	3	8	5	18	27	182	3	1	213	31	341	58	17	447	826
17:45	39	8	44	24	115	3	3	3	16	25	28	167	4	2	201	34	300	61	17	412	753
Total	255	30	213	75	573	14	12	28	46	100	104	658	12	8	782	135	1571	275	93	2074	3529
18:00	23	3	20	28	74	2	2	8	8	20	21	175	2	1	199	31	232	46	10	319	612
18:15	35	4	21	19	79	2	5	6	12	25	22	156	4	1	183	38	230	48	4	320	607
18:30	29	3	20	16	68	3	5	4	12	24	16	145	3	1	165	27	198	36	3	264	521
18:45	38	5	13	10	66	3	2	2	3	10	19	116	4	0	139	24	154	39	3	220	435
Total	125	15	74	73	287	10	14	20	35	79	78	592	13	3	686	120	814	169	20	1123	2175
19:00	23	6	10	6	45	2	0	2	15	19	22	115	3	0	140	27	158	49	6	240	444
19:15	22	3	9	20	54	2	2	3	11	18	16	87	5	1	109	16	154	41	6	217	398
19:30	22	10	15	8	55	0	0	0	9	9	10	56	2	1	69	23	132	33	4	192	325
19:45	19	1	9	16	45	0	3	0	5	8	12	83	1	0	96	18	96	32	1	147	296
Total	86	20	43	50	199	4	5	5	40	54	60	341	11	2	414	84	540	155	17	796	1463
Grand Total	2164	140	916	624	3844	95	141	326	365	927	1406	8310	76	33	9825	677	8005	1877	759	11318	25914
Apprch %	56.3	3.6	23.8	16.2		10.2	15.2	35.2	39.4		14.3	84.6	0.8	0.3		6	70.7	16.6	6.7		
Total %	8.4	0.5	3.5	2.4	14.8	0.4	0.5	1.3	1.4	3.6	5.4	32.1	0.3	0.1	37.9	2.6	30.9	7.2	2.9	43.7	
Cars	2118	140	883	604	3745	95	139	318	354	906	1341	8106	75	32	9554	664	7803	1843	737	11047	25252
% Cars	97.9	100	96.4	96.8	97.4	100	98.6	97.5	97	97.7	95.4	97.5	98.7	97	97.2	98.1	97.5	98.2	97.1	97.6	97.4
Trucks	46	0	33	20	99	0	2	8	11	21	65	204	1	1	271	13	202	34	22	271	662
% Trucks	2.1	0	3.6	3.2	2.6	0	1.4	2.5	3	2.3	4.6	2.5	1.3	3	2.8	1.9	2.5	1.8	2.9	2.4	2.6

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Sawmill
Site Code : 00000000
Start Date : 3/10/2020
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	Sawmill Rd Eastbound					Sawmill Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 11:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30																					
07:30	78	1	18	14	111	3	3	26	13	45	78	438	2	0	518	4	166	39	24	233	907
07:45	70	3	12	21	106	7	7	31	5	50	90	469	0	0	559	7	173	69	21	270	985
08:00	59	1	14	19	93	0	5	20	2	27	96	413	4	5	518	11	147	48	52	258	896
08:15	81	3	16	15	115	1	7	13	8	29	69	380	2	0	451	12	156	27	25	220	815
Total Volume	288	8	60	69	425	11	22	90	28	151	333	1700	8	5	2046	34	642	183	122	981	3603
% App. Total	67.8	1.9	14.1	16.2		7.3	14.6	59.6	18.5		16.3	83.1	0.4	0.2		3.5	65.4	18.7	12.4		
PHF	.889	.667	.833	.821	.924	.393	.786	.726	.538	.755	.867	.906	.500	.250	.915	.708	.928	.663	.587	.908	.914
Cars	281	8	58	66	413	11	22	87	28	148	329	1672	8	5	2014	33	632	179	119	963	3538
% Cars	97.6	100	96.7	95.7	97.2	100	100	96.7	100	98.0	98.8	98.4	100	100	98.4	97.1	98.4	97.8	97.5	98.2	98.2
Trucks	7	0	2	3	12	0	0	3	0	3	4	28	0	0	32	1	10	4	3	18	65
% Trucks	2.4	0	3.3	4.3	2.8	0	0	3.3	0	2.0	1.2	1.6	0	0	1.6	2.9	1.6	2.2	2.5	1.8	1.8
Peak Hour Analysis From 12:00 to 19:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	77	4	71	18	170	2	5	2	9	18	21	171	1	2	195	34	373	60	40	507	890
16:45	74	7	63	20	164	3	6	10	12	31	36	157	3	0	196	29	367	61	24	481	872
17:00	92	8	66	20	186	2	2	9	15	28	30	168	3	3	204	32	460	66	21	579	997
17:15	55	4	54	11	124	7	4	8	10	29	19	141	2	2	164	38	470	90	38	636	953
Total Volume	298	23	254	69	644	14	17	29	46	106	106	637	9	7	759	133	1670	277	123	2203	3712
% App. Total	46.3	3.6	39.4	10.7		13.2	16	27.4	43.4		14	83.9	1.2	0.9		6	75.8	12.6	5.6		
PHF	.810	.719	.894	.863	.866	.500	.708	.725	.767	.855	.736	.931	.750	.583	.930	.875	.888	.769	.769	.866	.931
Cars	293	23	245	69	630	14	17	29	45	105	103	616	9	7	735	132	1643	274	119	2168	3638
% Cars	98.3	100	96.5	100	97.8	100	100	100	97.8	99.1	97.2	96.7	100	100	96.8	99.2	98.4	98.9	96.7	98.4	98.0
Trucks	5	0	9	0	14	0	0	0	1	1	3	21	0	0	24	1	27	3	4	35	74
% Trucks	1.7	0	3.5	0	2.2	0	0	0	2.2	0.9	2.8	3.3	0	0	3.2	0.8	1.6	1.1	3.3	1.6	2.0

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Zia
Site Code : 00000000
Start Date : 3/3/2020
Page No : 1

Groups Printed- Cars - Trucks

	Zia Rd Eastbound					Zia Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
06:00	34	4	2	0	40	2	3	3	0	8	7	135	3	1	146	4	48	5	3	60	254
06:15	36	2	2	1	41	1	2	6	0	9	5	130	5	4	144	2	56	4	5	67	261
06:30	71	10	5	3	89	5	2	6	0	13	10	182	7	5	204	5	83	6	4	98	404
06:45	78	12	9	4	103	9	4	8	1	22	6	263	16	9	294	11	89	14	9	123	542
Total	219	28	18	8	273	17	11	23	1	52	28	710	31	19	788	22	276	29	21	348	1461
07:00	74	13	4	1	92	16	2	6	5	29	10	264	9	9	292	11	120	14	12	157	570
07:15	93	36	12	3	144	8	6	5	16	35	16	378	27	15	436	10	175	18	21	224	839
07:30	118	42	4	7	171	15	10	20	22	67	21	500	23	27	571	26	207	31	18	282	1091
07:45	145	62	12	2	221	15	14	9	26	64	16	476	37	25	554	30	209	37	28	304	1143
Total	430	153	32	13	628	54	32	40	69	195	63	1618	96	76	1853	77	711	100	79	967	3643
08:00	97	42	8	2	149	15	11	6	26	58	31	478	20	28	557	36	233	35	19	323	1087
08:15	124	26	4	2	156	20	18	7	21	66	33	357	23	9	422	24	189	39	26	278	922
08:30	104	32	9	2	147	16	14	8	18	56	32	316	18	10	376	18	251	44	29	342	921
08:45	89	46	7	3	145	15	13	16	32	76	11	359	16	23	409	33	196	37	16	282	912
Total	414	146	28	9	597	66	56	37	97	256	107	1510	77	70	1764	111	869	155	90	1225	3842
09:00	77	19	6	2	104	17	18	12	10	57	8	299	10	14	331	33	179	33	14	259	751
09:15	94	34	4	0	132	25	20	9	12	66	7	283	9	11	310	22	195	43	12	272	780
09:30	79	22	3	4	108	21	12	16	13	62	9	248	14	10	281	26	192	51	19	288	739
09:45	92	33	7	3	135	15	22	14	11	62	13	245	14	12	284	31	178	57	13	279	760
Total	342	108	20	9	479	78	72	51	46	247	37	1075	47	47	1206	112	744	184	58	1098	3030
10:00	87	27	2	2	118	26	19	23	10	78	7	244	19	17	287	31	183	55	20	289	772
10:15	89	22	4	6	121	23	26	21	23	93	8	222	9	17	256	29	187	40	24	280	750
10:30	82	17	9	1	109	20	29	21	11	81	5	216	14	17	252	49	213	69	17	348	790
10:45	103	18	6	2	129	30	22	22	18	92	8	229	14	21	272	41	161	60	19	281	774
Total	361	84	21	11	477	99	96	87	62	344	28	911	56	72	1067	150	744	224	80	1198	3086
BLANK																					
15:00	76	33	4	0	113	44	29	24	25	122	10	231	16	17	274	43	326	106	21	496	1005
15:15	111	35	8	0	154	55	36	21	37	149	12	232	21	14	279	48	261	105	16	430	1012
15:30	89	32	11	1	133	54	50	22	31	157	13	224	13	13	263	40	306	86	22	454	1007
15:45	97	25	8	1	131	49	41	11	34	135	12	238	19	16	285	29	349	100	41	519	1070
Total	373	125	31	2	531	202	156	78	127	563	47	925	69	60	1101	160	1242	397	100	1899	4094
16:00	83	22	20	1	126	46	38	13	22	119	17	215	20	11	263	61	415	97	28	601	1109
16:15	55	22	15	1	93	47	27	10	24	108	13	255	30	14	312	59	429	83	15	586	1099
16:30	94	52	19	1	166	68	60	17	22	167	18	230	20	15	283	50	417	104	41	612	1228
16:45	87	27	11	1	126	67	51	9	23	150	12	205	19	13	249	54	408	108	30	600	1125
Total	319	123	65	4	511	228	176	49	91	544	60	905	89	53	1107	224	1669	392	114	2399	4561

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Zia
Site Code : 00000000
Start Date : 3/3/2020
Page No : 2

Groups Printed- Cars - Trucks

	Zia Rd Eastbound					Zia Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
17:00	56	24	12	6	98	80	73	12	32	197	19	242	17	13	291	49	524	126	30	729	1315
17:15	82	36	6	0	124	83	74	17	27	201	14	203	18	10	245	66	490	140	43	739	1309
17:30	70	33	12	1	116	87	48	3	15	153	15	182	15	18	230	46	347	109	35	537	1036
17:45	57	27	8	2	94	48	41	13	27	129	15	167	19	10	211	57	364	110	29	560	994
Total	265	120	38	9	432	298	236	45	101	680	63	794	69	51	977	218	1725	485	137	2565	4654
18:00	77	23	12	3	115	55	37	9	22	123	10	160	19	10	199	45	276	107	13	441	878
18:15	70	25	11	3	109	50	46	7	19	122	7	140	23	13	183	36	246	91	10	383	797
18:30	54	19	7	1	81	52	29	31	15	127	2	97	9	8	116	27	247	69	10	353	677
18:45	50	12	10	3	75	26	17	11	14	68	8	117	10	5	140	25	178	47	18	268	551
Total	251	79	40	10	380	183	129	58	70	440	27	514	61	36	638	133	947	314	51	1445	2903
19:00	42	17	5	2	66	24	19	13	16	72	7	124	8	7	146	18	194	59	9	280	564
19:15	44	9	3	2	58	20	16	6	8	50	5	81	4	7	97	18	158	43	12	231	436
19:30	40	9	9	0	58	15	22	3	11	51	5	89	3	5	102	11	163	54	5	233	444
19:45	29	10	3	3	45	10	11	5	3	29	3	79	3	1	86	16	148	55	7	226	386
Total	155	45	20	7	227	69	68	27	38	202	20	373	18	20	431	63	663	211	33	970	1830
Grand Total	3129	1011	313	82	4535	1294	1032	495	702	3523	480	9335	613	504	10932	1270	9590	2491	763	14114	33104
Apprch %	69	22.3	6.9	1.8		36.7	29.3	14.1	19.9		4.4	85.4	5.6	4.6		9	67.9	17.6	5.4		
Total %	9.5	3.1	0.9	0.2	13.7	3.9	3.1	1.5	2.1	10.6	1.4	28.2	1.9	1.5	33	3.8	29	7.5	2.3	42.6	
Cars	3112	1000	294	81	4487	1274	1025	488	697	3484	450	9138	600	489	10677	1255	9370	2475	762	13862	32510
% Cars	99.5	98.9	93.9	98.8	98.9	98.5	99.3	98.6	99.3	98.9	93.8	97.9	97.9	97	97.7	98.8	97.7	99.4	99.9	98.2	98.2
Trucks	17	11	19	1	48	20	7	7	5	39	30	197	13	15	255	15	220	16	1	252	594
% Trucks	0.5	1.1	6.1	1.2	1.1	1.5	0.7	1.4	0.7	1.1	6.2	2.1	2.1	3	2.3	1.2	2.3	0.6	0.1	1.8	1.8

Mike Henderson Consulting, LLC
Albuquerque, NM

File Name : St Francis & Zia
Site Code : 00000000
Start Date : 3/3/2020
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	Zia Rd Eastbound					Zia Rd Westbound					St Francis Dr Northbound					St Francis Dr Southbound					
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 11:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30																					
07:30	118	42	4	7	171	15	10	20	22	67	21	500	23	27	571	26	207	31	18	282	1091
07:45	145	62	12	2	221	15	14	9	26	64	16	476	37	25	554	30	209	37	28	304	1143
08:00	97	42	8	2	149	15	11	6	26	58	31	478	20	28	557	36	233	35	19	323	1087
08:15	124	26	4	2	156	20	18	7	21	66	33	357	23	9	422	24	189	39	26	278	922
Total Volume	484	172	28	13	697	65	53	42	95	255	101	1811	103	89	2104	116	838	142	91	1187	4243
% App. Total	69.4	24.7	4	1.9		25.5	20.8	16.5	37.3		4.8	86.1	4.9	4.2		9.8	70.6	12	7.7		
PHF	.834	.694	.583	.464	.788	.813	.736	.525	.913	.951	.765	.906	.696	.795	.921	.806	.899	.910	.813	.919	.928
Cars	483	168	28	13	692	62	53	39	93	247	92	1778	102	87	2059	113	821	140	90	1164	4162
% Cars	99.8	97.7	100	100	99.3	95.4	100	92.9	97.9	96.9	91.1	98.2	99.0	97.8	97.9	97.4	98.0	98.6	98.9	98.1	98.1
Trucks	1	4	0	0	5	3	0	3	2	8	9	33	1	2	45	3	17	2	1	23	81
% Trucks	0.2	2.3	0	0	0.7	4.6	0	7.1	2.1	3.1	8.9	1.8	1.0	2.2	2.1	2.6	2.0	1.4	1.1	1.9	1.9
Peak Hour Analysis From 12:00 to 19:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	94	52	19	1	166	68	60	17	22	167	18	230	20	15	283	50	417	104	41	612	1228
16:45	87	27	11	1	126	67	51	9	23	150	12	205	19	13	249	54	408	108	30	600	1125
17:00	56	24	12	6	98	80	73	12	32	197	19	242	17	13	291	49	524	126	30	729	1315
17:15	82	36	6	0	124	83	74	17	27	201	14	203	18	10	245	66	490	140	43	739	1309
Total Volume	319	139	48	8	514	298	258	55	104	715	63	880	74	51	1068	219	1839	478	144	2680	4977
% App. Total	62.1	27	9.3	1.6		41.7	36.1	7.7	14.5		5.9	82.4	6.9	4.8		8.2	68.6	17.8	5.4		
PHF	.848	.668	.632	.333	.774	.898	.872	.809	.813	.889	.829	.909	.925	.850	.918	.830	.877	.854	.837	.907	.946
Cars	319	137	47	8	511	294	257	54	103	708	54	872	73	50	1049	219	1813	478	144	2654	4922
% Cars	100	98.6	97.9	100	99.4	98.7	99.6	98.2	99.0	99.0	85.7	99.1	98.6	98.0	98.2	100	98.6	100	100	99.0	98.9
Trucks	0	2	1	0	3	4	1	1	1	7	9	8	1	1	19	0	26	0	0	26	55
% Trucks	0	1.4	2.1	0	0.6	1.3	0.4	1.8	1.0	1.0	14.3	0.9	1.4	2.0	1.8	0	1.4	0	0	1.0	1.1

Configuration

Controller Sequence Priority

	1	2	3	4	5	6	7	8	9	10	11	12
Ring 1 Phases	1	2	3	4	9	10	0	0	0	0	0	0
Ring 2 Phases	5	6	7	8	11	12	0	0	0	0	0	0

Phase

	1	2	3	4	5	6	7	8	9	10	11	12
In Use	X	X	X	X	X	X	X	X	.	.	.	.
Exclusive Ped	.	.	.	.	.	.	.	.	.	.	.	.
Direction												

Overlap

	A	B	C	D
Direction				

Load Switch Channel/Driver Group Assign (Info Only):

Load Switch (MMU) Channel	Signal Driver Phase/ Ovlap	Group Ped
1	1	.
2	2	.
3	3	.
4	4	.
5	5	.
6	6	.
7	7	.
8	8	.
9	2	X
10	4	X
11	6	X
12	8	X
13	A	.
14	B	.
15	C	.
16	D	.

Configuration Continued

Enable BIU:	1	2	3	4	5	6	7	8
Terminal/Facilities. . . .	X	X	.	.	.	.	.	.
Detector Rack.	X	.	.	.	.	.	.	.

Type 2 Runs as Type 1. . . X
MMU Disable. . . . . .
Diagnostic Enable. . . . . .
Peer-Peer Comm Enable. . . .

	1	2	3	4	5	6	7	8	9	10
Peer To Peer Addresses . .	255	255	255	255	255	255	255	255	255	255

Port 2:

Port 2 Protocol . . . . . Terminal
Port 2 Enable . . . . . NO
AB3418 Address. 0
AB3418 Group Address. 0
AB3418 Response Delay 0
AB3418 Single Flag Enable . . . NO
AB3418 Drop-Out Time. 0
AB3418 TOD SF Select. 0
Data Rate . . . . . 1200 bps
Data, Parity, Stop. 8, 0, 1

Port 3:

Port 3 Protocol . . . . . Telemetry
Port 3 Enable . . . . . YES
Telemetry Address 3
System Detector 9-16 Address. . 0
Telemetry Response Delay. . . . 8000
AB3418 Address. 0
AB3418 Group Address. 0
AB3418 Response Delay 0
AB3418 Single Flag Enable . . . NO
AB3418 Drop-Out Time. 0
AB3418 TOD SF Select. 0
Duplex. . . . . Full
Data Rate . . . . . 1200 bps
Data, Parity, Stop. 8, 0, 1

Configuration Continued

Event Enabling		Alarm Enabling
Critical RFE'S (MMU/TF)	X	ALARM 1 .
Non-Critical RFE'S (DET/TEST)	X	ALARM 2 .
Detector Errors	X	ALARM 3 .
Coordination Errors	X	ALARM 4 .
MMU Flash Faults.	X	ALARM 5 .
Local Flash Faults.	X	ALARM 6 .
Preempt	X	ALARM 7 .
Power On/Off.	X	ALARM 8 .
Low Battery	.	ALARM 9 .
		ALARM 10.
		ALARM 11.
		ALARM 12.
		ALARM 13.
		ALARM 14.
		ALARM 15.
		ALARM 16.

Supervisor Access Code. . . ****
Data Change Access Code . . ****

MMU Compatibility Program (Info Only)

Channel Is Allowed to Time With Channel

	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2
1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
3	.	.	.	.	.	.	.	.	.	.	.	.	.		
4	.	.	.	.	.	.	.	.	.	.	.	.			
5	.	.	.	.	.	.	.	.	.	.	.				
6	.	.	.	.	.	.	.	.	.	.					
7	.	.	.	.	.	.	.	.	.						
8	.	.	.	.	.	.	.	.							
9	.	.	.	.	.	.	.								
10	.	.	.	.	.	.									
11	.	.	.	.	.										
12	.	.	.	.											
13	.	.	.												
14	.	.													
15	.														

Version Info:

Software Assy.	Part No.	Version
Boot	27831	2.83
Program	45561	7.6
Application		. 3
Help	27891	6.13
Configuration	27918	C000

By-Phase Timing Data

Direction	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Minimum Green	7	15	7	7	7	15	7	7	7	5	5	5
Bike Min Green	0	0	0	0	0	0	0	0	0	0	0	0
Cond Serv Min Grn	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0
Ped Clearance	7	19	7	37	7	19	7	37	7	16	0	16
Veh Extension	3.0	5.0	3.0	3.0	3.0	5.0	3.0	3.0	0.0	0.0	0.0	0.0
Alt Veh Exten	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Extension	5	5	5	5	5	0	5	5	0	0	0	0
Max 1	15	30	15	20	15	30	15	20	0	0	0	0
Max 2	20	35	20	25	20	35	20	25	0	0	0	0
Max 3	20	50	20	30	20	50	20	30	0	0	0	0
Det. Fail Max	0	0	0	0	0	0	0	0	0	0	0	0
Yellow Change	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0
Red Clearance	1.0	1.4	1.0	4.3	1.0	1.4	1.0	4.3	1.0	1.0	1.0	1.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act. B4 Init	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Actuation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Initial	30	30	30	30	30	30	30	30	30	30	30	30
Time B4 Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Cars Waiting	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0
Minimum Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

No-Serve Phases

	Phase Cannot Serve With Phase										
Phase	12	11	10	9	8	7	6	5	4	3	2
1	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	
3	.	.	.	.	.	.	.	.	.		
4	.	.	.	.	.	.	.	.			
5	.	.	.	.	.	.	.				
6	.	.	.	.	.	.					
7	.	.	.	.	.						
8	.	.	.	.							
9	.	.	.								
10	.	.									
11	.										

Ped Carryover

Ped Start Phase	Carry Over Phase
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0

Vehicle/Ped Phase as Overlap

Ped Phase As Overlap Consists of Ped Phases

Ped Ovlap Phase	1	2	3	4	5	6	7	8	9	10	11	12
1	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.
3	.	.	.	.	.	.	.	.	.	.	.	.
4	.	.	.	.	.	.	.	.	.	.	.	.
5	.	.	.	.	.	.	.	.	.	.	.	.
6	.	.	.	.	.	.	.	.	.	.	.	.
7	.	.	.	.	.	.	.	.	.	.	.	.
8	.	.	.	.	.	.	.	.	.	.	.	.
9	.	.	.	.	.	.	.	.	.	.	.	.
10	.	.	.	.	.	.	.	.	.	.	.	.
11	.	.	.	.	.	.	.	.	.	.	.	.
12	.	.	.	.	.	.	.	.	.	.	.	.

Veh Phase As Overlap Consists of Veh Phases

Veh Ovlap Phase	1	2	3	4	5	6	7	8	9	10	11	12
1	X	.	.	.	.	.	.	.	.	.	.	.
2	.	X	.	.	.	.	.	.	.	.	.	.
3	.	.	X	.	.	.	.	.	.	.	.	.
4	.	.	.	X	.	.	.	.	.	.	.	.
5	.	.	.	.	X	.	.	.	.	.	.	.
6	.	.	.	.	.	X	.	.	.	.	.	.
7	.	.	.	.	.	.	X	.	.	.	.	.
8	.	.	.	.	.	.	.	X	.	.	.	.
9	.	.	.	.	.	.	.	.	X	.	.	.
10	.	.	.	.	.	.	.	.	.	X	.	.
11	.	.	.	.	.	.	.	.	.	.	X	.
12	.	.	.	.	.	.	.	.	.	.	.	X

Overlap Data

Overlap A	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap B	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap C	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap D	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Power Start, Remote Flash

	Phase															
	1	2	3	4	5	6	7	8	9	10	11	12				
Power Start	.	X	.	.	.	X	.	.	.	.	.	.				
External Start	.	X	.	.	.	X	.	.	.	.	.	.				
Into Remote Flash	.	.	.	.	.	.	.	.	.	.	.	.				
Exit Remote Flash	.	.	.	.	.	.	.	.	.	.	.	.	Overlap			
Remote Flash Yellow	.	.	.	.	.	.	.	.	.	.	.	.	A	B	C	D
Flash Together	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.

Initialization Interval:

Power Start	Green
External Start	Green

Power Start All Red Time	3
Power Start Flash Time	5

Remote Flash Options:

Out of Flash Yellow	NO
Out of Flash All Red	NO
Minimum Recall	NO
Alternate Flash	NO
Flash Thru Load Switches	NO
Cycle Through Phases	NO

Option Data

	Phase											
	1	2	3	4	5	6	7	8	9	10	11	12
Guaranteed Passage												
Call To NonActuated 1		X				X						
Call To NonActuated 2				X				X				
Dual Entry				X				X				
Conditional Service												
Conditional Reservice												
Actuated Rest in Walk												
Flashing Walk												

Enable Programmable Options

Dual Entry	ON	Backup Protection Group 1	ON
Conditional Service	OFF	Backup Protection Group 2	OFF
Ped Clearance Protection	OFF	Backup Protection Group 3	OFF
Special Preempt Overlap Flash	OFF	Simultaneous Gap Group 1	OFF
Cond Service Det Cross Switch	OFF	Simultaneous Gap Group 2	OFF
Lock Detectors in Red Only	OFF	Simultaneous Gap Group 3	OFF

Five Section Left Turn Control

Phases:	5-2	7-4	1-6	3-8	11-10	9-12
Left Turn Head						

Recall Data, Dimming

	Phase											
	1	2	3	4	5	6	7	8	9	10	11	12
Locking Detector. . . .	.	.	.	.	.	.	.	.	.	.	.	.
Vehicle Recall.	.	X	.	.	.	X	.	.	.	.	.	.
Pedestrian Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Recall To Max	.	.	.	.	.	.	.	.	.	.	.	.
Soft Recall	.	.	.	.	.	.	.	.	.	.	.	.
Don't Rest Here	.	.	.	.	.	.	.	.	.	.	.	.
Ped Dark if No Call . .	.	.	.	.	.	.	.	.	.	.	.	.

Dimming:

	Load Switch															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Green/Walk. . . .	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Yellow/Ped Clear.	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Red/Don't Walk. .	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

Detector Type/Timers

Det.	Locking Memory	Log Enable	Timers Extend	Delay	Don't Reset Extend	Type
1	NO	NO	0.0	0	.	0 - Normal
2	NO	NO	0.0	0	.	0 - Normal
3	NO	NO	0.0	0	.	0 - Normal
4	NO	NO	0.0	0	.	0 - Normal
5	NO	NO	0.0	0	.	0 - Normal
6	NO	NO	0.0	0	.	0 - Normal
7	NO	NO	0.0	0	.	0 - Normal
8	NO	NO	0.0	0	.	0 - Normal
9	NO	NO	0.0	0	.	0 - Normal
10	NO	NO	0.0	0	.	0 - Normal
11	NO	NO	0.0	0	.	0 - Normal
12	NO	NO	0.0	0	.	0 - Normal
13	NO	NO	0.0	0	.	0 - Normal
14	NO	NO	0.0	0	.	0 - Normal
15	NO	NO	0.0	0	.	0 - Normal
16	NO	NO	0.0	0	.	0 - Normal
17	NO	NO	0.0	0	.	0 - Normal
18	NO	NO	0.0	0	.	0 - Normal
19	NO	NO	0.0	0	.	0 - Normal
20	NO	NO	0.0	0	.	0 - Normal
21	NO	NO	0.0	0	.	0 - Normal
22	NO	NO	0.0	0	.	0 - Normal
23	NO	NO	0.0	0	.	0 - Normal
24	NO	NO	0.0	0	.	0 - Normal
25	NO	NO	0.0	0	.	0 - Normal
26	NO	NO	0.0	0	.	0 - Normal
27	NO	NO	0.0	0	.	0 - Normal
28	NO	NO	0.0	0	.	0 - Normal
29	NO	NO	0.0	0	.	0 - Normal
30	NO	NO	0.0	0	.	0 - Normal
31	NO	NO	0.0	0	.	0 - Normal
32	NO	NO	0.0	0	.	0 - Normal

Detector Names

Det 1: Detector 1	Det 17: Detector 17
Det 2: Detector 2	Det 18: Detector 18
Det 3: Detector 3	Det 19: Detector 19
Det 4: Detector 4	Det 20: Detector 20
Det 5: Detector 5	Det 21: Detector 21
Det 6: Detector 6	Det 22: Detector 22
Det 7: Detector 7	Det 23: Detector 23
Det 8: Detector 8	Det 24: Detector 24
Det 9: Detector 9	Det 25: Detector 25
Det 10: Detector 10	Det 26: Detector 26
Det 11: Detector 11	Det 27: Detector 27
Det 12: Detector 12	Det 28: Detector 28
Det 13: Detector 13	Det 29: Detector 29
Det 14: Detector 14	Det 30: Detector 30
Det 15: Detector 15	Det 31: Detector 31
Det 16: Detector 16	Det 32: Detector 32

Detector Type/Timers

33	NO	NO	0.0	0	.	0 - Normal
34	NO	NO	0.0	0	.	0 - Normal
35	NO	NO	0.0	0	.	0 - Normal
36	NO	NO	0.0	0	.	0 - Normal
37	NO	NO	0.0	0	.	0 - Normal
38	NO	NO	0.0	0	.	0 - Normal
39	NO	NO	0.0	0	.	0 - Normal
40	NO	NO	0.0	0	.	0 - Normal
41	NO	NO	0.0	0	.	0 - Normal
42	NO	NO	0.0	0	.	0 - Normal
43	NO	NO	0.0	0	.	0 - Normal
44	NO	NO	0.0	0	.	0 - Normal
45	NO	NO	0.0	0	.	0 - Normal
46	NO	NO	0.0	0	.	0 - Normal
47	NO	NO	0.0	0	.	0 - Normal
48	NO	NO	0.0	0	.	0 - Normal
49	NO	NO	0.0	0	.	0 - Normal
50	NO	NO	0.0	0	.	0 - Normal
51	NO	NO	0.0	0	.	0 - Normal
52	NO	NO	0.0	0	.	0 - Normal
53	NO	NO	0.0	0	.	0 - Normal
54	NO	NO	0.0	0	.	0 - Normal
55	NO	NO	0.0	0	.	0 - Normal
56	NO	NO	0.0	0	.	0 - Normal
57	NO	NO	0.0	0	.	0 - Normal
58	NO	NO	0.0	0	.	0 - Normal
59	NO	NO	0.0	0	.	0 - Normal
60	NO	NO	0.0	0	.	0 - Normal
61	NO	NO	0.0	0	.	0 - Normal
62	NO	NO	0.0	0	.	0 - Normal
63	NO	NO	0.0	0	.	0 - Normal
64	NO	NO	0.0	0	.	0 - Normal

Detector Names

Det 33: Detector 33	Det 49: Detector 49
Det 34: Detector 34	Det 50: Detector 50
Det 35: Detector 35	Det 51: Detector 51
Det 36: Detector 36	Det 52: Detector 52
Det 37: Detector 37	Det 53: Detector 53
Det 38: Detector 38	Det 54: Detector 54
Det 39: Detector 39	Det 55: Detector 55
Det 40: Detector 40	Det 56: Detector 56
Det 41: Detector 41	Det 57: Detector 57
Det 42: Detector 42	Det 58: Detector 58
Det 43: Detector 43	Det 59: Detector 59
Det 44: Detector 44	Det 60: Detector 60
Det 45: Detector 45	Det 61: Detector 61
Det 46: Detector 46	Det 62: Detector 62
Det 47: Detector 47	Det 63: Detector 63
Det 48: Detector 48	Det 64: Detector 64

Detector Phase Assignment

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
1	X	.	.	.	.	.	.	.	.	.	.	.
2	.	X	.	.	.	.	.	.	.	.	.	.
3	.	.	X	.	.	.	.	.	.	.	.	.
4	.	.	.	X	.	.	.	.	.	.	.	.
5	.	.	.	.	X	.	.	.	.	.	.	.
6	.	.	.	.	.	X	.	.	.	.	.	.
7	.	.	.	.	.	.	X	.	.	.	.	.
8	.	.	.	.	.	.	.	X	.	.	.	.
9	.	.	.	.	.	.	.	.	X	.	.	.
10	.	.	.	.	.	.	.	.	.	X	.	.
11	.	.	.	.	.	.	.	.	.	.	X	.
12	.	.	.	.	.	.	.	.	.	.	.	X
13	.	.	.	.	.	.	.	.	.	.	.	.
14	.	.	.	.	.	.	.	.	.	.	.	.
15	.	.	.	.	.	.	.	.	.	.	.	.
16	.	.	.	.	.	.	.	.	.	.	.	.
17	.	.	.	.	.	.	.	.	.	.	.	.
18	.	.	.	.	.	.	.	.	.	.	.	.
19	.	.	.	.	.	.	.	.	.	.	.	.
20	.	.	.	.	.	.	.	.	.	.	.	.
21	.	.	.	.	.	.	.	.	.	.	.	.
22	.	.	.	.	.	.	.	.	.	.	.	.
23	.	.	.	.	.	.	.	.	.	.	.	.
24	.	.	.	.	.	.	.	.	.	.	.	.
25	.	.	.	.	.	.	.	.	.	.	.	.
26	.	.	.	.	.	.	.	.	.	.	.	.
27	.	.	.	.	.	.	.	.	.	.	.	.
28	.	.	.	.	.	.	.	.	.	.	.	.
29	.	.	.	.	.	.	.	.	.	.	.	.
30	.	.	.	.	.	.	.	.	.	.	.	.
31	.	.	.	.	.	.	.	.	.	.	.	.
32	.	.	.	.	.	.	.	.	.	.	.	.

Detector Cross Switching

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
1	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.
3	.	.	.	.	.	.	.	.	.	.	.	.
4	.	.	.	.	.	.	.	.	.	.	.	.
5	.	.	.	.	.	.	.	.	.	.	.	.
6	.	.	.	.	.	.	.	.	.	.	.	.
7	.	.	.	.	.	.	.	.	.	.	.	.
8	.	.	.	.	.	.	.	.	.	.	.	.
9	.	.	.	.	.	.	.	.	.	.	.	.
10	.	.	.	.	.	.	.	.	.	.	.	.
11	.	.	.	.	.	.	.	.	.	.	.	.
12	.	.	.	.	.	.	.	.	.	.	.	.
13	.	.	.	.	.	.	.	.	.	.	.	.
14	.	.	.	.	.	.	.	.	.	.	.	.
15	.	.	.	.	.	.	.	.	.	.	.	.
16	.	.	.	.	.	.	.	.	.	.	.	.
17	.	.	.	.	.	.	.	.	.	.	.	.
18	.	.	.	.	.	.	.	.	.	.	.	.
19	.	.	.	.	.	.	.	.	.	.	.	.
20	.	.	.	.	.	.	.	.	.	.	.	.
21	.	.	.	.	.	.	.	.	.	.	.	.
22	.	.	.	.	.	.	.	.	.	.	.	.
23	.	.	.	.	.	.	.	.	.	.	.	.
24	.	.	.	.	.	.	.	.	.	.	.	.
25	.	.	.	.	.	.	.	.	.	.	.	.
26	.	.	.	.	.	.	.	.	.	.	.	.
27	.	.	.	.	.	.	.	.	.	.	.	.
28	.	.	.	.	.	.	.	.	.	.	.	.
29	.	.	.	.	.	.	.	.	.	.	.	.
30	.	.	.	.	.	.	.	.	.	.	.	.
31	.	.	.	.	.	.	.	.	.	.	.	.
32	.	.	.	.	.	.	.	.	.	.	.	.

Detector Cross Switching

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
33	.	.	.	.	.	.	.	.	.	.	.	.
34	.	.	.	.	.	.	.	.	.	.	.	.
35	.	.	.	.	.	.	.	.	.	.	.	.
36	.	.	.	.	.	.	.	.	.	.	.	.
37	.	.	.	.	.	.	.	.	.	.	.	.
38	.	.	.	.	.	.	.	.	.	.	.	.
39	.	.	.	.	.	.	.	.	.	.	.	.
40	.	.	.	.	.	.	.	.	.	.	.	.
41	.	.	.	.	.	.	.	.	.	.	.	.
42	.	.	.	.	.	.	.	.	.	.	.	.
43	.	.	.	.	.	.	.	.	.	.	.	.
44	.	.	.	.	.	.	.	.	.	.	.	.
45	.	.	.	.	.	.	.	.	.	.	.	.
46	.	.	.	.	.	.	.	.	.	.	.	.
47	.	.	.	.	.	.	.	.	.	.	.	.
48	.	.	.	.	.	.	.	.	.	.	.	.
49	.	.	.	.	.	.	.	.	.	.	.	.
50	.	.	.	.	.	.	.	.	.	.	.	.
51	.	.	.	.	.	.	.	.	.	.	.	.
52	.	.	.	.	.	.	.	.	.	.	.	.
53	.	.	.	.	.	.	.	.	.	.	.	.
54	.	.	.	.	.	.	.	.	.	.	.	.
55	.	.	.	.	.	.	.	.	.	.	.	.
56	.	.	.	.	.	.	.	.	.	.	.	.
57	.	.	.	.	.	.	.	.	.	.	.	.
58	.	.	.	.	.	.	.	.	.	.	.	.
59	.	.	.	.	.	.	.	.	.	.	.	.
60	.	.	.	.	.	.	.	.	.	.	.	.
61	.	.	.	.	.	.	.	.	.	.	.	.
62	.	.	.	.	.	.	.	.	.	.	.	.
63	.	.	.	.	.	.	.	.	.	.	.	.
64	.	.	.	.	.	.	.	.	.	.	.	.

Ped/SD Local Assign,Log Interval

	Phase Ped Detector											
	1	2	3	4	5	6	7	8	9	10	11	12
Is Ped Detector No. . . .	1	2	3	4	5	6	7	8	9	10	11	12

	*Local System Detector No.															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Is Local Detector No. . .	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector Log Interval . . 0

*NOTE: System master designations cross referenced to local
system detector numbers are:
SDA1 = 1 & 9
SDA2 = 2 & 10
SDB1 = 3 & 11
SDB2 = 4 & 12
SDC1 = 5 & 13
SDC2 = 6 & 14
SDD1 = 7 & 15
SDD2 = 8 & 16

Diagnostic Plans/Fail Action

		Detector														
Plan		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

		Detector															
Plan		17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*NOTE: 0 = No Action, 1 = Min Recall, 2 = Max Recall in Effect
3 = Detector Fail Max Tiime from By-Phase Timing Data

Diagnostic Plans/Fail Action

		Detector														
Plan		33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

		Detector														
Plan		49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*NOTE: 0 = No Action, 1 = Min Recall, 2 = Max Recall in Effect
3 = Detector Fail Max Tiime from By-Phase Timing Data

Ped Diagnostic Plans

Plan		1	2	3	4	5	6	7	8	9	10	11	12
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1

Detector Diagnostic Intervals

Diagnostic Number	*No-Activity Diagnostic Interval	*Max Presence Diagnostic Interval	Erratic Counts
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0
10	0	0	0
11	0	0	0
12	0	0	0
13	0	0	0
14	0	0	0
15	0	0	0
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	0
21	0	0	0
22	0	0	0
23	0	0	0
24	0	0	0
25	0	0	0
26	0	0	0
27	0	0	0
28	0	0	0
29	0	0	0
30	0	0	0
31	0	0	0
32	0	0	0

*NOTE: Scaling is specified in each detector diagnostic plan.

Speed Detectors

	Local Speed Detector							
One Detector Speed:	1	2	3	4	5	6	7	8
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Vehicle Length	0	0	0	0	0	0	0	0
Loop Length.	0	0	0	0	0	0	0	0
Two Detector Speed:								
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Speed Trap Length.	0	0	0	0	0	0	0	0

	Local Speed Detector							
One Detector Speed:	9	10	11	12	13	14	15	16
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Vehicle Length	0	0	0	0	0	0	0	0
Loop Length.	0	0	0	0	0	0	0	0
Two Detector Speed:								
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Speed Trap Length.	0	0	0	0	0	0	0	0

Units. . . . . Inches

NOTE: Speed Detector 1 = STA, Speed Detector 2 = STB

Coordinator Manual Command and Options

Manual Enable . . . . . Pattern 0

Split Units . . . . . Seconds OffsetUnits . . . . . Seconds
Interconnect Format . STD Interconnect Source . TLM
Transition. . . . . SMOOTH Dwell Period. 15
Resync Count. 3

Actuated Coord Phase . . . . Actuated Walk Rest . . . .
Inhibit Max Timing . . . . X Max 2 Select . . . . . .
Floating Force Off . . . . X Multisync. . . . . .

Split Demand:	Call	Time	Cyc Count	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Demand 1 . .		0	0	X	.	X	.	.	.	.	.	.	.	.	.
Demand 2 . .		0	0	.	X	X	.	.	.	.	.	.	.	.	.

	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Auto Permissive Min Green .	0	0	0	0	0	0	0	0	0	0	0	0

	A	B	C	D	E	F
Free Alternate Sequence . .	.	.	.	.	.	.

Coordination Patterns

Pattern 2
Cycle Length . . 100 COS 411
Offset 4
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 12 2- 46 3- 27 4- 15
Phase 5- 12 6- 46 7- 27 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall		X				X						
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 4
Cycle Length . . 130 COS 322
Offset 8
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 7 2- 60 3- 18 4- 15
Phase 5- 7 6- 60 7- 18 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall		X				X						
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 6
Cycle Length . . 130 COS 633
Offset 58
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 8 2- 54 3- 18 4- 20
Phase 5- 8 6- 54 7- 18 8- 20
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 8
Cycle Length . . 130 COS 344
Offset 0
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 8 2- 56 3- 16 4- 20
Phase 5- 8 6- 56 7- 16 8- 20
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 10
Cycle Length . . 150 COS 123
Offset 70
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 24 2- 38 3- 9 4- 29
Phase 5- 9 6- 53 7- 23 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 20
Cycle Length . . 90 COS 111
Offset 41
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 18 2- 39 3- 12 4- 21
Phase 5- 12 6- 45 7- 19 8- 14
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 21
Cycle Length . . 110 COS 311
Offset 104
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 28 2- 41 3- 12 4- 29
Phase 5- 11 6- 58 7- 25 8- 16
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 22
Cycle Length . . 100 COS 212
Offset 59
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 18 2- 38 3- 16 4- 28
Phase 5- 16 6- 40 7- 25 8- 19
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 23
Cycle Length . . 110 COS 312
Offset 46
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 18 2- 50 3- 15 4- 27
Phase 5- 11 6- 57 7- 26 8- 16
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 41
Cycle Length . . 115 COS 511
Offset 91
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 30 2- 46 3- 11 4- 28
Phase 5- 11 6- 65 7- 24 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.
Alt Sequence . .	A:	.	B:	.	C:	.	D:	.	E:	.	F:	.

Pattern 43
Cycle Length . . 130 COS 433
Offset 10
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 18 2- 68 3- 15 4- 29
Phase 5- 11 6- 75 7- 28 8- 16
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.
Alt Sequence . .	A:	.	B:	.	C:	.	D:	.	E:	.	F:	.

Preemptors

Preemptor 1

Active	Det Lock.	Ped Dark . . . . .
Priority Preemption.	Yel-Red To Grn. . .	Ped Active . . . . .
Outputs Only During Hold . . .	Flash All Outputs .	Zero Ped Clr Time. .
Terminate Overlap ASAP	Terminate Phases. .	Ped Clr Thru Yel . .
Don't Override Flash	Duration Time. . . 0	
Flash During Hold.	Delay Time 0	
No CVM in Flash.	Inhibit Time . . . 0	
Fast Flash Grn on Hold Phase. .	Min Ped Clear. . . 0	
Enable Max Time.	Max Time 0	
	Exit Max 0	
	Min Hold Time. . . 0	
	Hold Delay Time. . 0	

	Green	Yellow	Red
Minimum	0	0.0	0.0
Track Clear	0	0.0	0.0
Hold.		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases																
Exit Phases																
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Preemptor 2

Active	Det Lock.	Ped Dark . . . . .
Priority Preemption.	Yel-Red To Grn. . .	Ped Active . . . . .
Outputs Only During Hold . . .	Flash All Outputs .	Zero Ped Clr Time. .
Terminate Overlap ASAP	Terminate Phases. .	Ped Clr Thru Yel . .
Don't Override Flash	Duration Time. . . 0	
Flash During Hold.	Delay Time 0	
No CVM in Flash.	Inhibit Time . . . 0	
Fast Flash Grn on Hold Phase. .	Min Ped Clear. . . 0	
Enable Max Time.	Max Time 0	
	Exit Max 0	
	Min Hold Time. . . 0	
	Hold Delay Time. . 0	

	Green	Yellow	Red
Minimum	0	0.0	0.0
Track Clear	0	0.0	0.0
Hold.		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases																
Exit Phases																
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptors

Preemptor 3

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases			X					X								
Exit Phases			X					X								
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptor 4

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases				X			X									
Exit Phases				X			X									
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptors

Preemptor 5

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases		X			X											
Exit Phases		X			X											
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptor 6

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases	X					X										
Exit Phases	X					X										
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Bus Preemptors

	Bus Preemptor 1	2	3	4
Preemptor Active	.	.	.	.
Detector Lock	.	.	.	.
Maximum Time	0	0	0	0
Reservice Time	0	0	0	0
Delay Time	0	0	0	0
Inhibit Time	0	0	0	0
Entrance Green	0	0	0	0
Entrance Ped Clearance	0	0	0	0
Entrance Yellow	0.0	0.0	0.0	0.0
Entrance Red	0.0	0.0	0.0	0.0
Minimum Hold Time	0	0	0	0

	Hold Phases 1	2	3	4	5	6	7	8	9	10	11	12
Preemptor 1	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 2	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 3	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 4	.	.	.	.	.	.	.	.	.	.	.	.

NIC/TOD Clock/Calendar

Manual NIC Program Step 0

Manual TOD Program Step 0

NIC Resync Time 0000

Sync Reference is . . . . . Reference Time

Week 1 Begins on 1st Sunday . . . . . NO If NO, then week containing Jan. 1

Disable Daylight Savings Time . . . . . NO

Daylight Savings
Begins Last Sunday in March . . . . . NO If NO, then Second Sunday as per 2007 DST Law

TOD Weekly/Yearly

Weekly Program Numbers

	1	2	3	4	5	6	7	8	9	10	
Sunday . . .	3	5	1	1	1	1	1	1	1	1	Program No.
Monday . . .	1	4	1	1	1	1	1	1	1	1	Program No.
Tuesday. . .	1	4	1	1	1	1	1	1	1	1	Program No.
Wednesday. .	1	4	1	1	1	1	1	1	1	1	Program No.
Thursday . .	1	4	1	1	1	1	1	1	1	1	Program No.
Friday . . .	1	4	1	1	1	1	1	1	1	1	Program No.
Saturday . .	3	5	1	1	1	1	1	1	1	1	Program No.

Week of Year

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Prog	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Prog	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
Prog	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

Holiday Programs

Holiday	Type	Month	Day of Week/ Day of Month	Week of Year/ Year	Program
1	Fixed	0	0	0	0
2	Fixed	0	0	0	0
3	Fixed	0	0	0	0
4	Fixed	0	0	0	0
5	Fixed	0	0	0	0
6	Fixed	0	0	0	0
7	Fixed	0	0	0	0
8	Fixed	0	0	0	0
9	Fixed	0	0	0	0
10	Fixed	0	0	0	0
11	Fixed	0	0	0	0
12	Fixed	0	0	0	0
13	Fixed	0	0	0	0
14	Fixed	0	0	0	0
15	Fixed	0	0	0	0
16	Fixed	0	0	0	0
17	Fixed	0	0	0	0
18	Fixed	0	0	0	0
19	Fixed	0	0	0	0
20	Fixed	0	0	0	0
21	Fixed	0	0	0	0
22	Fixed	0	0	0	0
23	Fixed	0	0	0	0
24	Fixed	0	0	0	0
25	Fixed	0	0	0	0
26	Fixed	0	0	0	0
27	Fixed	0	0	0	0
28	Fixed	0	0	0	0
29	Fixed	0	0	0	0
30	Fixed	0	0	0	0
31	Fixed	0	0	0	0
32	Fixed	0	0	0	0
33	Fixed	0	0	0	0
34	Fixed	0	0	0	0
35	Fixed	0	0	0	0
36	Fixed	0	0	0	0

NIC Program Steps

Step	Program	Step Begins	Pattern	Override
1	1	0630	20	NO
2	1	0715	21	NO
3	1	0900	20	NO
4	1	1100	22	NO
5	1	1500	23	NO
6	1	1930	0	NO
30	3	0900	22	NO
31	3	1930	0	NO
40	4	0630	20	NO
41	4	0715	41	NO
42	4	0900	20	NO
43	4	1100	22	NO
44	4	1500	43	NO
45	4	1830	20	NO
46	4	2200	0	NO
50	5	0730	20	NO
51	5	0900	23	NO
52	5	1700	20	NO
53	5	2200	0	NO

TOD Program Steps

Configuration

Controller Sequence Priority

	1	2	3	4	5	6	7	8	9	10	11	12
Ring 1 Phases	1	2	3	4	9	10	0	0	0	0	0	0
Ring 2 Phases	5	6	7	8	11	12	0	0	0	0	0	0

Phase

	1	2	3	4	5	6	7	8	9	10	11	12
In Use	X	X	X	X	X	X	X	X	.	.	.	.
Exclusive Ped	.	.	.	.	.	.	.	.	.	.	.	.
Direction												

Overlap

	A	B	C	D
Direction				

Load Switch Channel/Driver Group Assign (Info Only):

Load Switch (MMU) Channel	Signal Driver Phase/ Ovlap	Group Ped
1	1	.
2	2	.
3	3	.
4	4	.
5	5	.
6	6	.
7	7	.
8	8	.
9	2	X
10	4	X
11	6	X
12	8	X
13	A	.
14	B	.
15	C	.
16	D	.

Configuration Continued

Enable BIU:	1	2	3	4	5	6	7	8
Terminal/Facilities. . . .	X	X	.	.	.	.	.	.
Detector Rack.	X	.	.	.	.	.	.	.

Type 2 Runs as Type 1. . . .
MMU Disable. . . . . .
Diagnostic Enable. . . . . .
Peer-Peer Comm Enable. . . .

	1	2	3	4	5	6	7	8	9	10
Peer To Peer Addresses . .	255	255	255	255	255	255	255	255	255	255

Port 2:

Port 2 Protocol . . . . . Terminal
Port 2 Enable . . . . . NO
AB3418 Address. 0
AB3418 Group Address. 0
AB3418 Response Delay 0
AB3418 Single Flag Enable . . . NO
AB3418 Drop-Out Time. 0
AB3418 TOD SF Select. 0
Data Rate . . . . . 1200 bps
Data, Parity, Stop. 8, 0, 1

Port 3:

Port 3 Protocol . . . . . Telemetry
Port 3 Enable . . . . . YES
Telemetry Address 1
System Detector 9-16 Address. . 0
Telemetry Response Delay. . . . 0
AB3418 Address. 0
AB3418 Group Address. 0
AB3418 Response Delay 0
AB3418 Single Flag Enable . . . NO
AB3418 Drop-Out Time. 0
AB3418 TOD SF Select. 0
Duplex. . . . . Full
Data Rate . . . . . 19.2k bps
Data, Parity, Stop. . . . . 8, N, 1

Configuration Continued

Event Enabling		Alarm Enabling
Critical RFE'S (MMU/TF)	X	ALARM 1
Non-Critical RFE'S (DET/TEST)	X	ALARM 2
Detector Errors	X	ALARM 3
Coordination Errors	X	ALARM 4
MMU Flash Faults.	X	ALARM 5
Local Flash Faults.	X	ALARM 6
Preempt	X	ALARM 7
Power On/Off.	X	ALARM 8
Low Battery	X	ALARM 9
		ALARM 10.
		ALARM 11.
		ALARM 12.
		ALARM 13.
		ALARM 14.
		ALARM 15.
		ALARM 16.

Supervisor Access Code. . . ****
Data Change Access Code . . ****

MMU Compatibility Program (Info Only)

Channel Is Allowed to Time With Channel

Channel	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2
1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
3	.	.	.	.	.	.	.	.	.	.	.	.	.		
4	.	.	.	.	.	.	.	.	.	.	.	.			
5	.	.	.	.	.	.	.	.	.	.	.				
6	.	.	.	.	.	.	.	.	.	.					
7	.	.	.	.	.	.	.	.	.						
8	.	.	.	.	.	.	.	.							
9	.	.	.	.	.	.	.								
10	.	.	.	.	.	.									
11	.	.	.	.	.										
12	.	.	.	.											
13	.	.	.												
14	.	.													
15	.														

Version Info:

Software Assy.	Part No.	Version
Boot	27831	2.83
Program	45561	8.0
Application		. 3
Help	27891	6.43
Configuration	27918	C000

By-Phase Timing Data

	Phase											
Direction	1	2	3	4	5	6	7	8	9	10	11	12
Minimum Green	7	15	7	7	7	15	7	7	0	0	0	0
Bike Min Green	0	0	0	0	0	0	0	0	0	0	0	0
Cond Serv Min Grn	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0
Ped Clearance	0	28	7	42	7	28	7	42	7	7	0	7
Veh Extension	2.5	4.0	3.0	4.0	2.5	4.0	3.0	4.0	0.0	0.0	0.0	0.0
Alt Veh Exten	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Extension	0	0	0	0	0	0	0	0	0	0	0	0
Max 1	14	35	14	17	14	35	14	17	0	0	0	0
Max 2	18	45	18	20	18	45	18	20	0	0	0	0
Max 3	20	55	20	25	20	55	20	25	0	0	0	0
Det. Fail Max	0	0	0	0	0	0	0	0	0	0	0	0
Yellow Change	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0
Red Clearance	1.0	2.0	1.0	4.5	1.0	1.8	1.0	4.3	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0
Act. B4 Init	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Actuation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Initial	30	30	30	30	30	30	30	30	0	0	0	0
Time B4 Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Cars Waiting	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0
Minimum Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

No-Serve Phases

	Phase Cannot Serve With Phase										
Phase	12	11	10	9	8	7	6	5	4	3	2
1	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	
3	.	.	.	.	.	.	.	.	.		
4	.	.	.	.	.	.	.	.			
5	.	.	.	.	.	.	.				
6	.	.	.	.	.	.					
7	.	.	.	.	.						
8	.	.	.	.							
9	.	.	.								
10	.	.									
11	.										

Ped Carryover

Ped Start Phase	Carry Over Phase
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0

Vehicle/Ped Phase as Overlap

Ped Phase As Overlap Consists of Ped Phases

Ped Ovlap Phase	1	2	3	4	5	6	7	8	9	10	11	12
1	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.
3	.	.	.	.	.	.	.	.	.	.	.	.
4	.	.	.	.	.	.	.	.	.	.	.	.
5	.	.	.	.	.	.	.	.	.	.	.	.
6	.	.	.	.	.	.	.	.	.	.	.	.
7	.	.	.	.	.	.	.	.	.	.	.	.
8	.	.	.	.	.	.	.	.	.	.	.	.
9	.	.	.	.	.	.	.	.	.	.	.	.
10	.	.	.	.	.	.	.	.	.	.	.	.
11	.	.	.	.	.	.	.	.	.	.	.	.
12	.	.	.	.	.	.	.	.	.	.	.	.

Veh Phase As Overlap Consists of Veh Phases

Veh Ovlap Phase	1	2	3	4	5	6	7	8	9	10	11	12
1	X	.	.	.	.	.	.	.	.	.	.	.
2	.	X	.	.	.	.	.	.	.	.	.	.
3	.	.	X	.	.	.	.	.	.	.	.	.
4	.	.	.	X	.	.	.	.	.	.	.	.
5	.	.	.	.	X	.	.	.	.	.	.	.
6	.	.	.	.	.	X	.	.	.	.	.	.
7	.	.	.	.	.	.	X	.	.	.	.	.
8	.	.	.	.	.	.	.	X	.	.	.	.
9	.	.	.	.	.	.	.	.	X	.	.	.
10	.	.	.	.	.	.	.	.	.	X	.	.
11	.	.	.	.	.	.	.	.	.	.	X	.
12	.	.	.	.	.	.	.	.	.	.	.	X

Overlap Data

Overlap A	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap B	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap C	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Overlap D	Phase: 1	2	3	4	5	6	7	8	9	10	11	12
Standard												
Protected												
Permitted												
Enable Lag												
Enable Lead												
Spare												

Advance Green Timer 0.0

	Green	Yellow	Red
Lag/Lead Timers	0.0	0.0	0.0

Power Start, Remote Flash

	Phase															
	1	2	3	4	5	6	7	8	9	10	11	12				
Power Start	.	X	.	.	.	X	.	.	.	.	.	.				
External Start	.	X	.	.	.	X	.	.	.	.	.	.				
Into Remote Flash	.	.	.	.	.	.	.	.	.	.	.	.				
Exit Remote Flash	.	.	.	.	.	.	.	.	.	.	.	.	Overlap			
Remote Flash Yellow	.	.	.	.	.	.	.	.	.	.	.	.	A	B	C	D
Flash Together	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.

Initialization Interval:

Power Start	Red
External Start	Green

Power Start All Red Time	3
Power Start Flash Time	5

Remote Flash Options:

Out of Flash Yellow	NO
Out of Flash All Red	NO
Minimum Recall	NO
Alternate Flash	NO
Flash Thru Load Switches	NO
Cycle Through Phases	NO

Option Data

	Phase											
	1	2	3	4	5	6	7	8	9	10	11	12
Guaranteed Passage												
Call To NonActuated 1		X				X						
Call To NonActuated 2		X				X						
Dual Entry		X		X		X		X				
Conditional Service												
Conditional Reservice												
Actuated Rest in Walk												
Flashing Walk												

Enable Programmable Options

Dual Entry	ON	Backup Protection Group 1	ON
Conditional Service	OFF	Backup Protection Group 2	ON
Ped Clearance Protection	OFF	Backup Protection Group 3	OFF
Special Preempt Overlap Flash	OFF	Simultaneous Gap Group 1	OFF
Cond Service Det Cross Switch	OFF	Simultaneous Gap Group 2	OFF
Lock Detectors in Red Only	OFF	Simultaneous Gap Group 3	OFF

Five Section Left Turn Control

Phases:	5-2	7-4	1-6	3-8	11-10	9-12
Left Turn Head						

Recall Data, Dimming

	Phase											
	1	2	3	4	5	6	7	8	9	10	11	12
Locking Detector. . . .	.	.	.	.	.	.	.	.	.	.	.	.
Vehicle Recall.	.	X	.	.	.	X	.	.	.	.	.	.
Pedestrian Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Recall To Max	.	.	.	.	.	.	.	.	.	.	.	.
Soft Recall	.	.	.	.	.	.	.	.	.	.	.	.
Don't Rest Here	.	.	.	.	.	.	.	.	.	.	.	.
Ped Dark if No Call . .	.	.	.	.	.	.	.	.	.	.	.	.

Dimming:

	Load Switch															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Green/Walk. . . .	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Yellow/Ped Clear.	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Red/Don't Walk. .	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

Detector Type/Timers

Det.	Locking Memory	Log Enable	Timers Extend	Timers Delay	Don't Reset Extend	Type
1	NO	NO	0.0	0	.	0 - Normal
2	NO	NO	0.0	0	.	0 - Normal
3	NO	NO	0.0	0	.	0 - Normal
4	NO	NO	4.0	0	.	1 - Extend/Delay
5	NO	NO	0.0	0	.	0 - Normal
6	NO	NO	0.0	0	.	0 - Normal
7	NO	NO	0.0	0	.	0 - Normal
8	NO	NO	4.0	0	.	1 - Extend/Delay
9	NO	NO	0.0	0	.	0 - Normal
10	NO	NO	0.0	0	.	0 - Normal
11	NO	NO	0.0	0	.	0 - Normal
12	NO	NO	0.0	0	.	0 - Normal
13	NO	NO	0.0	0	.	0 - Normal
14	NO	NO	0.0	0	.	0 - Normal
15	NO	NO	0.0	0	.	0 - Normal
16	NO	NO	0.0	0	.	0 - Normal
17	NO	NO	0.0	0	.	0 - Normal
18	NO	NO	0.0	0	.	0 - Normal
19	NO	NO	0.0	0	.	0 - Normal
20	NO	NO	0.0	0	.	0 - Normal
21	NO	NO	0.0	0	.	0 - Normal
22	NO	NO	0.0	0	.	0 - Normal
23	NO	NO	0.0	0	.	0 - Normal
24	NO	NO	0.0	0	.	0 - Normal
25	NO	NO	0.0	0	.	0 - Normal
26	NO	NO	0.0	0	.	0 - Normal
27	NO	NO	0.0	0	.	0 - Normal
28	NO	NO	0.0	0	.	0 - Normal
29	NO	NO	0.0	0	.	0 - Normal
30	NO	NO	0.0	0	.	0 - Normal
31	NO	NO	0.0	0	.	0 - Normal
32	NO	NO	0.0	0	.	0 - Normal

Detector Names

Det 1: Detector 1	Det 17: Detector 17
Det 2: Detector 2	Det 18: Detector 18
Det 3: Detector 3	Det 19: Detector 19
Det 4: Detector 4	Det 20: Detector 20
Det 5: Detector 5	Det 21: Detector 21
Det 6: Detector 6	Det 22: Detector 22
Det 7: Detector 7	Det 23: Detector 23
Det 8: Detector 8	Det 24: Detector 24
Det 9: Detector 9	Det 25: Detector 25
Det 10: Detector 10	Det 26: Detector 26
Det 11: Detector 11	Det 27: Detector 27
Det 12: Detector 12	Det 28: Detector 28
Det 13: Detector 13	Det 29: Detector 29
Det 14: Detector 14	Det 30: Detector 30
Det 15: Detector 15	Det 31: Detector 31
Det 16: Detector 16	Det 32: Detector 32

Detector Type/Timers

33	NO	NO	0.0	0	.	0 - Normal
34	NO	NO	0.0	0	.	0 - Normal
35	NO	NO	0.0	0	.	0 - Normal
36	NO	NO	0.0	0	.	0 - Normal
37	NO	NO	0.0	0	.	0 - Normal
38	NO	NO	0.0	0	.	0 - Normal
39	NO	NO	0.0	0	.	0 - Normal
40	NO	NO	0.0	0	.	0 - Normal
41	NO	NO	0.0	0	.	0 - Normal
42	NO	NO	0.0	0	.	0 - Normal
43	NO	NO	0.0	0	.	0 - Normal
44	NO	NO	0.0	0	.	0 - Normal
45	NO	NO	0.0	0	.	0 - Normal
46	NO	NO	0.0	0	.	0 - Normal
47	NO	NO	0.0	0	.	0 - Normal
48	NO	NO	0.0	0	.	0 - Normal
49	NO	NO	0.0	0	.	0 - Normal
50	NO	NO	0.0	0	.	0 - Normal
51	NO	NO	0.0	0	.	0 - Normal
52	NO	NO	0.0	0	.	0 - Normal
53	NO	NO	0.0	0	.	0 - Normal
54	NO	NO	0.0	0	.	0 - Normal
55	NO	NO	0.0	0	.	0 - Normal
56	NO	NO	0.0	0	.	0 - Normal
57	NO	NO	0.0	0	.	0 - Normal
58	NO	NO	0.0	0	.	0 - Normal
59	NO	NO	0.0	0	.	0 - Normal
60	NO	NO	0.0	0	.	0 - Normal
61	NO	NO	0.0	0	.	0 - Normal
62	NO	NO	0.0	0	.	0 - Normal
63	NO	NO	0.0	0	.	0 - Normal
64	NO	NO	0.0	0	.	0 - Normal

Detector Names

Det 33: Detector 33	Det 49: Detector 49
Det 34: Detector 34	Det 50: Detector 50
Det 35: Detector 35	Det 51: Detector 51
Det 36: Detector 36	Det 52: Detector 52
Det 37: Detector 37	Det 53: Detector 53
Det 38: Detector 38	Det 54: Detector 54
Det 39: Detector 39	Det 55: Detector 55
Det 40: Detector 40	Det 56: Detector 56
Det 41: Detector 41	Det 57: Detector 57
Det 42: Detector 42	Det 58: Detector 58
Det 43: Detector 43	Det 59: Detector 59
Det 44: Detector 44	Det 60: Detector 60
Det 45: Detector 45	Det 61: Detector 61
Det 46: Detector 46	Det 62: Detector 62
Det 47: Detector 47	Det 63: Detector 63
Det 48: Detector 48	Det 64: Detector 64

Detector Phase Assignment

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
1	X	.	.	.	.	.	.	.	.	.	.	.
2	.	X	.	.	.	.	.	.	.	.	.	.
3	.	.	X	.	.	.	.	.	.	.	.	.
4	.	.	.	X	.	.	.	.	.	.	.	.
5	.	.	.	.	X	.	.	.	.	.	.	.
6	.	.	.	.	.	X	.	.	.	.	.	.
7	.	.	.	.	.	.	X	.	.	.	.	.
8	.	.	.	.	.	.	.	X	.	.	.	.
9	.	.	.	.	.	.	.	.	.	.	.	.
10	.	.	.	.	.	.	.	.	.	.	.	.
11	.	.	.	.	.	.	.	.	.	.	.	.
12	.	.	.	.	.	.	.	.	.	.	.	.
13	.	.	.	.	.	.	.	.	.	.	.	.
14	.	.	.	.	.	.	.	.	.	.	.	.
15	.	.	.	.	.	.	.	.	.	.	.	.
16	.	.	.	.	.	.	.	.	.	.	.	.
17	.	.	.	.	.	.	.	.	.	.	.	.
18	.	.	.	.	.	.	.	.	.	.	.	.
19	.	.	.	.	.	.	.	.	.	.	.	.
20	.	.	.	.	.	.	.	.	.	.	.	.
21	.	.	.	.	.	.	.	.	.	.	.	.
22	.	.	.	.	.	.	.	.	.	.	.	.
23	.	.	.	.	.	.	.	.	.	.	.	.
24	.	.	.	.	.	.	.	.	.	.	.	.
25	.	.	.	.	.	.	.	.	.	.	.	.
26	.	.	.	.	.	.	.	.	.	.	.	.
27	.	.	.	.	.	.	.	.	.	.	.	.
28	.	.	.	.	.	.	.	.	.	.	.	.
29	.	.	.	.	.	.	.	.	.	.	.	.
30	.	.	.	.	.	.	.	.	.	.	.	.
31	.	.	.	.	.	.	.	.	.	.	.	.
32	.	.	.	.	.	.	.	.	.	.	.	.

Detector Cross Switching

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
1	.	.	.	.	.	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.	.	.	.	.	.
3	.	.	.	.	.	.	.	.	.	.	.	.
4	.	.	.	.	.	.	.	.	.	.	.	.
5	.	.	.	.	.	.	.	.	.	.	.	.
6	.	.	.	.	.	.	.	.	.	.	.	.
7	.	.	.	.	.	.	.	.	.	.	.	.
8	.	.	.	.	.	.	.	.	.	.	.	.
9	.	.	.	.	.	.	.	.	.	.	.	.
10	.	.	.	.	.	.	.	.	.	.	.	.
11	.	.	.	.	.	.	.	.	.	.	.	.
12	.	.	.	.	.	.	.	.	.	.	.	.
13	.	.	.	.	.	.	.	.	.	.	.	.
14	.	.	.	.	.	.	.	.	.	.	.	.
15	.	.	.	.	.	.	.	.	.	.	.	.
16	.	.	.	.	.	.	.	.	.	.	.	.
17	.	.	.	.	.	.	.	.	.	.	.	.
18	.	.	.	.	.	.	.	.	.	.	.	.
19	.	.	.	.	.	.	.	.	.	.	.	.
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21	.	.	.	.	.	.	.	.	.	.	.	.
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29	.	.	.	.	.	.	.	.	.	.	.	.
30	.	.	.	.	.	.	.	.	.	.	.	.
31	.	.	.	.	.	.	.	.	.	.	.	.
32	.	.	.	.	.	.	.	.	.	.	.	.

Detector Cross Switching

	Phase											
Det.	1	2	3	4	5	6	7	8	9	10	11	12
33	.	.	.	.	.	.	.	.	.	.	.	.
34	.	.	.	.	.	.	.	.	.	.	.	.
35	.	.	.	.	.	.	.	.	.	.	.	.
36	.	.	.	.	.	.	.	.	.	.	.	.
37	.	.	.	.	.	.	.	.	.	.	.	.
38	.	.	.	.	.	.	.	.	.	.	.	.
39	.	.	.	.	.	.	.	.	.	.	.	.
40	.	.	.	.	.	.	.	.	.	.	.	.
41	.	.	.	.	.	.	.	.	.	.	.	.
42	.	.	.	.	.	.	.	.	.	.	.	.
43	.	.	.	.	.	.	.	.	.	.	.	.
44	.	.	.	.	.	.	.	.	.	.	.	.
45	.	.	.	.	.	.	.	.	.	.	.	.
46	.	.	.	.	.	.	.	.	.	.	.	.
47	.	.	.	.	.	.	.	.	.	.	.	.
48	.	.	.	.	.	.	.	.	.	.	.	.
49	.	.	.	.	.	.	.	.	.	.	.	.
50	.	.	.	.	.	.	.	.	.	.	.	.
51	.	.	.	.	.	.	.	.	.	.	.	.
52	.	.	.	.	.	.	.	.	.	.	.	.
53	.	.	.	.	.	.	.	.	.	.	.	.
54	.	.	.	.	.	.	.	.	.	.	.	.
55	.	.	.	.	.	.	.	.	.	.	.	.
56	.	.	.	.	.	.	.	.	.	.	.	.
57	.	.	.	.	.	.	.	.	.	.	.	.
58	.	.	.	.	.	.	.	.	.	.	.	.
59	.	.	.	.	.	.	.	.	.	.	.	.
60	.	.	.	.	.	.	.	.	.	.	.	.
61	.	.	.	.	.	.	.	.	.	.	.	.
62	.	.	.	.	.	.	.	.	.	.	.	.
63	.	.	.	.	.	.	.	.	.	.	.	.
64	.	.	.	.	.	.	.	.	.	.	.	.

Ped/SD Local Assign,Log Interval

	Phase Ped Detector											
	1	2	3	4	5	6	7	8	9	10	11	12
Is Ped Detector No. . . .	1	2	3	4	5	6	7	8	9	10	11	12

	*Local System Detector No.															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Is Local Detector No. . .	17	18	19	20	21	22	23	24	0	0	0	0	0	0	0	0

Detector Log Interval . . 15

*NOTE: System master designations cross referenced to local
system detector numbers are:
SDA1 = 1 & 9
SDA2 = 2 & 10
SDB1 = 3 & 11
SDB2 = 4 & 12
SDC1 = 5 & 13
SDC2 = 6 & 14
SDD1 = 7 & 15
SDD2 = 8 & 16

Diagnostic Plans/Fail Action

		Detector														
Plan		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

		Detector															
Plan		17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*NOTE: 0 = No Action, 1 = Min Recall, 2 = Max Recall in Effect
3 = Detector Fail Max Tiime from By-Phase Timing Data

Diagnostic Plans/Fail Action

		Detector														
Plan		33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

		Detector														
Plan		49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
*Fail Action		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*NOTE: 0 = No Action, 1 = Min Recall, 2 = Max Recall in Effect
3 = Detector Fail Max Tiime from By-Phase Timing Data

Ped Diagnostic Plans

Plan		1	2	3	4	5	6	7	8	9	10	11	12
1	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
2	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
3	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
4	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
5	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
6	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
7	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1
8	Diagnostic	0	0	0	0	0	0	0	0	0	0	0	0
	Scaling	1	1	1	1	1	1	1	1	1	1	1	1

Detector Diagnostic Intervals

Diagnostic Number	*No-Activity Diagnostic Interval	*Max Presence Diagnostic Interval	Erratic Counts
1	2	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0
10	0	0	0
11	0	0	0
12	0	0	0
13	0	0	0
14	0	0	0
15	0	0	0
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	0
21	0	0	0
22	0	0	0
23	0	0	0
24	0	0	0
25	0	0	0
26	0	0	0
27	0	0	0
28	0	0	0
29	0	0	0
30	0	0	0
31	0	0	0
32	0	0	0

*NOTE: Scaling is specified in each detector diagnostic plan.

Speed Detectors

	Local Speed Detector							
One Detector Speed:	1	2	3	4	5	6	7	8
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Vehicle Length	0	0	0	0	0	0	0	0
Loop Length.	0	0	0	0	0	0	0	0
Two Detector Speed:								
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Speed Trap Length.	0	0	0	0	0	0	0	0

	Local Speed Detector							
One Detector Speed:	9	10	11	12	13	14	15	16
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Vehicle Length	0	0	0	0	0	0	0	0
Loop Length.	0	0	0	0	0	0	0	0
Two Detector Speed:								
Local Detector Number. . . .	0	0	0	0	0	0	0	0
Speed Trap Length.	0	0	0	0	0	0	0	0

Units. . . . . Inches

NOTE: Speed Detector 1 = STA, Speed Detector 2 = STB

Coordinator Manual Command and Options

Manual Enable . . . . . Pattern 0

Split Units . . . . . Seconds OffsetUnits . . . . . Seconds
Interconnect Format . STD Interconnect Source . TLM
Transition. . . . . SMOOTH Dwell Period. 20
Resync Count. 0

Actuated Coord Phase . . . X Actuated Walk Rest . . . .
Inhibit Max Timing . . . . X Max 2 Select . . . . . .
Floating Force Off . . . . X Multisync. . . . . .

Split Demand:	Call	Time	Cyc Count	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Demand 1 . .	0		0	.	.	.	.	.	.	.	.	.	.	.	.
Demand 2 . .	0		0	.	.	.	.	.	.	.	.	.	.	.	.

	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Auto Permissive Min Green .	0	0	0	0	0	0	0	0	0	0	0	0

	A	B	C	D	E	F
Free Alternate Sequence . .	.	.	.	.	.	.

Coordination Patterns

Pattern 1
Cycle Length . . 130 COS 322
Offset 62
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 27 2- 45 3- 12 4- 16
Phase 5- 13 6- 59 7- 12 8- 16
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 2
Cycle Length . . 130 COS 344
Offset 30
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 17 2- 54 3- 18 4- 11
Phase 5- 17 6- 54 7- 18 8- 11
Phase 9- 4 10- 4 11- 4 12- 4 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 3
Cycle Length . . 100 COS 411
Offset 0
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 15 2- 50 3- 20 4- 15
Phase 5- 15 6- 50 7- 20 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 4
Cycle Length . . 115 COS 511
Offset 60
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 15 2- 50 3- 20 4- 15
Phase 5- 15 6- 50 7- 20 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases		X				X						
Veh Recall												
Veh Max Recall												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 5
Cycle Length . . 115 COS 521
Offset 0
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 15 2- 50 3- 20 4- 15
Phase 5- 15 6- 50 7- 20 8- 15
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases		X				X						
Veh Recall												
Veh Max Recall												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 6
Cycle Length . . 130 COS 623
Offset 58
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 10 2- 66 3- 14 4- 10
Phase 5- 10 6- 66 7- 14 8- 10
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases		X				X						
Veh Recall												
Veh Max Recall												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 7
Cycle Length . . 130 COS 621
Offset 50
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 10 2- 66 3- 14 4- 10
Phase 5- 10 6- 66 7- 14 8- 10
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 8
Cycle Length . . 130 COS 633
Offset 92
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 27 2- 41 3- 14 4- 18
Phase 5- 8 6- 60 7- 14 8- 18
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 9
Cycle Length . . 130 COS 644
Offset 64
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 9 2- 54 3- 9 4- 28
Phase 5- 8 6- 55 7- 9 8- 28
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 10
Cycle Length . . 150 COS 710
Offset 62
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 20 2- 50 3- 12 4- 17
Phase 5- 12 6- 59 7- 15 8- 14
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 20
Cycle Length . . 90 COS 111
Offset 33
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 21 2- 37 3- 14 4- 18
Phase 5- 12 6- 46 7- 14 8- 18
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 21
Cycle Length . . 110 COS 311
Offset 46
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 22 2- 50 3- 19 4- 19
Phase 5- 17 6- 55 7- 19 8- 19
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 22
Cycle Length . . 100 COS 212
Offset 56
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 22 2- 38 3- 18 4- 22
Phase 5- 14 6- 46 7- 17 8- 23
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 23
Cycle Length . . 110 COS 312
Offset 58
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 16 2- 55 3- 17 4- 22
Phase 5- 20 6- 51 7- 15 8- 24
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Pattern 41
Cycle Length . . 115 COS 511
Offset 8
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 22 2- 47 3- 21 4- 25
Phase 5- 17 6- 52 7- 21 8- 25
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . . .		X				X						
Veh Recall												
Veh Max Recall . .												
Ped Recall												
Veh Omit												

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Coordination Patterns

Pattern 43
Cycle Length . . 130 COS 433
Offset 111
Vehicle Permissive . . [1] 0 [2] 0
Vehicle Perm 2 Displacement 0 Phase Reservice. . NO
Splits: Phase 1- 17 2- 66 3- 16 4- 31
Phase 5- 21 6- 62 7- 16 8- 31
Phase 9- 0 10- 0 11- 0 12- 0 Split Sum: 0
Split Extension/Ring [1] 0 [2] 0
Split Demand Pattern [1] 0 [2] 0
XRT Pattern. . . 0

Phase Number:	1	2	3	4	5	6	7	8	9	10	11	12
Coord Phases . .	.	X	.	.	.	X	.	.	.	.	.	.
Veh Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall .	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall . . .	.	.	.	.	.	.	.	.	.	.	.	.
Veh Omit	.	.	.	.	.	.	.	.	.	.	.	.

Alt Sequence . . A: . B: . C: . D: . E: . F: .

Preemptors

Preemptor 1

Active	Det Lock.	Ped Dark . . . . .
Priority Preemption.	Yel-Red To Grn. . .	Ped Active . . . . .
Outputs Only During Hold . . .	Flash All Outputs .	Zero Ped Clr Time. .
Terminate Overlap ASAP	Terminate Phases. .	Ped Clr Thru Yel . .
Don't Override Flash	Duration Time. . . 0	
Flash During Hold.	Delay Time 0	
No CVM in Flash.	Inhibit Time . . . 0	
Fast Flash Grn on Hold Phase. .	Min Ped Clear. . . 0	
Enable Max Time.	Max Time 0	
	Exit Max 0	
	Min Hold Time. . . 0	
	Hold Delay Time. . 0	

	Green	Yellow	Red
Minimum	0	0.0	0.0
Track Clear	0	0.0	0.0
Hold.		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases																
Exit Phases																
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Preemptor 2

Active	Det Lock.	Ped Dark . . . . .
Priority Preemption.	Yel-Red To Grn. . .	Ped Active . . . . .
Outputs Only During Hold . . .	Flash All Outputs .	Zero Ped Clr Time. .
Terminate Overlap ASAP	Terminate Phases. .	Ped Clr Thru Yel . .
Don't Override Flash	Duration Time. . . 0	
Flash During Hold.	Delay Time 0	
No CVM in Flash.	Inhibit Time . . . 0	
Fast Flash Grn on Hold Phase. .	Min Ped Clear. . . 0	
Enable Max Time.	Max Time 0	
	Exit Max 0	
	Min Hold Time. . . 0	
	Hold Delay Time. . 0	

	Green	Yellow	Red
Minimum	0	0.0	0.0
Track Clear	0	0.0	0.0
Hold.		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases																
Exit Phases																
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptors

Preemptor 3

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases			X					X								
Exit Phases			X					X								
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptor 4

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases				X			X									
Exit Phases				X			X									
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptors

Preemptor 5

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases		X			X											
Exit Phases		X			X											
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Preemptor 6

Active	X	Det Lock		Ped Dark	
Priority Preemption		Yel-Red To Grn		Ped Active	
Outputs Only During Hold		Flash All Outputs		Zero Ped Clr Time	
Terminate Overlap ASAP		Terminate Phases		Ped Clr Thru Yel	
Don't Override Flash		Duration Time	0		
Flash During Hold		Delay Time	0		
No CVM in Flash		Inhibit Time	0		
Fast Flash Grn on Hold Phase		Min Ped Clear	0		
Enable Max Time	X	Max Time	90		
		Exit Max	0		
		Min Hold Time	0		
		Hold Delay Time	0		

	Green	Yellow	Red
Minimum	6	0.0	0.0
Track Clear	0	0.0	0.0
Hold		0.0	0.0

Phase/Overlap	1	2	3	4	5	6	7	8	9	10	11	12/	A	B	C	D
Terminate Overlap																
Track Clearance Phase																
Hold Phases	X					X										
Exit Phases	X					X										
Exit Calls on Phase																

Out of Flash Color for Exit Phases . . . . Green

Linked Preemptor 0

Bus Preemptors

	Bus Preemptor 1	2	3	4
Preemptor Active	.	.	.	.
Detector Lock	.	.	.	.
Maximum Time	0	0	0	0
Reservice Time	0	0	0	0
Delay Time	0	0	0	0
Inhibit Time	0	0	0	0
Entrance Green	0	0	0	0
Entrance Ped Clearance	0	0	0	0
Entrance Yellow	0.0	0.0	0.0	0.0
Entrance Red	0.0	0.0	0.0	0.0
Minimum Hold Time	0	0	0	0

	Hold Phases 1	2	3	4	5	6	7	8	9	10	11	12
Preemptor 1	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 2	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 3	.	.	.	.	.	.	.	.	.	.	.	.
Preemptor 4	.	.	.	.	.	.	.	.	.	.	.	.

NIC/TOD Clock/Calendar

Manual NIC Program Step 0

Manual TOD Program Step 0

NIC Resync Time 0315

Sync Reference is . . . . . Reference Time

Week 1 Begins on 1st Sunday . . . . . NO If NO, then week containing Jan. 1

Disable Daylight Savings Time . . . . . NO

Daylight Savings
Begins Last Sunday in March . . . . . NO If NO, then Second Sunday as per 2007 DST Law

TOD Weekly/Yearly

Weekly Program Numbers

	1	2	3	4	5	6	7	8	9	10	
Sunday . . .	3	5	1	1	1	1	1	1	1	1	Program No.
Monday . . .	1	4	1	1	1	1	1	1	1	1	Program No.
Tuesday. . .	1	4	1	1	1	1	1	1	1	1	Program No.
Wednesday. .	1	4	1	1	1	1	1	1	1	1	Program No.
Thursday . .	1	4	1	1	1	1	1	1	1	1	Program No.
Friday . . .	1	4	1	1	1	1	1	1	1	1	Program No.
Saturday . .	3	5	1	1	1	1	1	1	1	1	Program No.

Week of Year

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Prog	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Prog	2	2	2	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2

	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
Prog	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

Holiday Programs

Holiday	Type	Month	Day of Week/ Day of Month	Week of Year/ Year	Program
1	Fixed	0	0	0	0
2	Fixed	0	0	0	0
3	Fixed	0	0	0	0
4	Fixed	0	0	0	0
5	Fixed	0	0	0	0
6	Fixed	0	0	0	0
7	Fixed	0	0	0	0
8	Fixed	0	0	0	0
9	Fixed	0	0	0	0
10	Fixed	0	0	0	0
11	Fixed	0	0	0	0
12	Fixed	0	0	0	0
13	Fixed	0	0	0	0
14	Fixed	0	0	0	0
15	Fixed	0	0	0	0
16	Fixed	0	0	0	0
17	Fixed	0	0	0	0
18	Fixed	0	0	0	0
19	Fixed	0	0	0	0
20	Fixed	0	0	0	0
21	Fixed	0	0	0	0
22	Fixed	0	0	0	0
23	Fixed	0	0	0	0
24	Fixed	0	0	0	0
25	Fixed	0	0	0	0
26	Fixed	0	0	0	0
27	Fixed	0	0	0	0
28	Fixed	0	0	0	0
29	Fixed	0	0	0	0
30	Fixed	0	0	0	0
31	Fixed	0	0	0	0
32	Fixed	0	0	0	0
33	Fixed	0	0	0	0
34	Fixed	0	0	0	0
35	Fixed	0	0	0	0
36	Fixed	0	0	0	0

NIC Program Steps

Step	Program	Step Begins	Pattern	Override
1	1	0630	20	NO
2	1	0715	21	NO
3	1	0900	20	NO
4	1	1100	22	NO
5	1	1500	23	NO
6	1	1930	0	NO
26	3	0900	3	NO
27	3	2000	0	NO
30	3	0900	22	NO
31	3	1930	0	NO
40	4	0630	20	NO
41	4	0715	41	NO
42	4	0900	20	NO
43	4	1100	22	NO
44	4	1500	43	NO
45	4	1830	20	NO
46	4	2200	0	NO
50	5	0730	20	NO
51	5	0900	23	NO
52	5	1700	20	NO
53	5	2200	0	NO

TOD Program Steps

Step 1 Program 1 Step Begins 0400

Flash. . . . . Dimming Enable. . . . . .
Red Rest . . . . . Alt Veh Extension . . . .
Spare 5. . . . . Det Log Enable. X
Spare 3. . . . . Spare 4 . . . . . .
Type 0 Dly Enable. . . Spare 2 . . . . . .
Det Diag Plan. . . . 1

	Phase Number											
	1	2	3	4	5	6	7	8	9	10	11	12
Max 2 Enable	.	.	.	.	.	.	.	.	.	.	.	.
Max 3 Enable	.	.	.	.	.	.	.	.	.	.	.	.
Veh Recall	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall	.	.	.	.	.	.	.	.	.	.	.	.
Cond Service Inhibit. . . .	.	.	.	.	.	.	.	.	.	.	.	.
Phase Omit	.	.	.	.	.	.	.	.	.	.	.	.
Special Function	.	.	.	.	.	.	.	.				

	A	B	C	D	E	F
Alt Sequence	.	.	.	.	.	.

Step 2 Program 1 Step Begins 0630

Flash. . . . . Dimming Enable. . . . . .
Red Rest . . . . . Alt Veh Extension . . . .
Spare 5. . . . . Det Log Enable. . . . . .
Spare 3. . . . . Spare 4 . . . . . .
Type 0 Dly Enable. . . Spare 2 . . . . . .
Det Diag Plan. . . . 0

	Phase Number											
	1	2	3	4	5	6	7	8	9	10	11	12
Max 2 Enable	.	.	.	.	.	.	.	.	.	.	.	.
Max 3 Enable	.	.	.	.	.	.	.	.	.	.	.	.
Veh Recall	.	.	.	.	.	.	.	.	.	.	.	.
Veh Max Recall	.	.	.	.	.	.	.	.	.	.	.	.
Ped Recall	.	.	.	.	.	.	.	.	.	.	.	.
Cond Service Inhibit. . . .	.	.	.	.	.	.	.	.	.	.	.	.
Phase Omit	.	.	.	.	.	.	.	.	.	.	.	.
Special Function	.	.	.	.	.	.	.	.				

	A	B	C	D	E	F
Alt Sequence	.	.	.	.	.	.

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Configuration Phase Sequence

Controller Sequence (MM)1-1-1

Hardware Alternate Sequence Enable: No

Phase Ring Sequence.....(Note: Sequences identical to the prior one are not printed)

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
	B		B		B		B		B							
Sequence 1																
Ring 1	1	2	3	4	9	10	13	14	.	.	.	.	.	.	.	.
Ring 2	5	6	7	8	11	12	15	16	.	.	.	.	.	.	.	.
Sequence 2																
Ring 1	2	1	3	4	10	9	13	14	.	.	.	.	.	.	.	.
Ring 2	5	6	7	8	11	12	15	16	.	.	.	.	.	.	.	.
Sequence 3																
Ring 1	1	2	4	3	9	10	14	13	.	.	.	.	.	.	.	.
Ring 2	5	6	7	8	11	12	15	16	.	.	.	.	.	.	.	.
Sequence 4																
Ring 1	2	1	4	3	10	9	14	13	.	.	.	.	.	.	.	.
Ring 2	5	6	7	8	11	12	15	16	.	.	.	.	.	.	.	.
Sequence 5																
Ring 1	1	2	3	4	9	10	13	14	.	.	.	.	.	.	.	.
Ring 2	6	5	7	8	12	11	15	16	.	.	.	.	.	.	.	.
Sequence 6																
Ring 1	2	1	3	4	10	9	13	14	.	.	.	.	.	.	.	.
Ring 2	6	5	7	8	12	11	15	16	.	.	.	.	.	.	.	.
Sequence 7																
Ring 1	1	2	4	3	9	10	14	13	.	.	.	.	.	.	.	.
Ring 2	6	5	7	8	12	11	15	16	.	.	.	.	.	.	.	.
Sequence 8																
Ring 1	2	1	4	3	10	9	14	13	.	.	.	.	.	.	.	.
Ring 2	6	5	7	8	12	11	15	16	.	.	.	.	.	.	.	.
Sequence 9																
Ring 1	1	2	3	4	9	10	13	14	.	.	.	.	.	.	.	.
Ring 2	5	6	8	7	11	12	16	15	.	.	.	.	.	.	.	.
Sequence 10																
Ring 1	2	1	3	4	10	9	13	14	.	.	.	.	.	.	.	.
Ring 2	5	6	8	7	11	12	16	15	.	.	.	.	.	.	.	.
Sequence 11																
Ring 1	1	2	4	3	9	10	14	13	.	.	.	.	.	.	.	.
Ring 2	5	6	8	7	11	12	16	15	.	.	.	.	.	.	.	.
Sequence 12																
Ring 1	2	1	4	3	10	9	14	13	.	.	.	.	.	.	.	.
Ring 2	5	6	8	7	11	12	16	15	.	.	.	.	.	.	.	.
Sequence 13																
Ring 1	1	2	3	4	9	10	13	14	.	.	.	.	.	.	.	.
Ring 2	6	5	8	7	12	11	16	15	.	.	.	.	.	.	.	.
Sequence 14																
Ring 1	2	1	3	4	10	9	13	14	.	.	.	.	.	.	.	.
Ring 2	6	5	8	7	12	11	16	15	.	.	.	.	.	.	.	.
Sequence 15																
Ring 1	1	2	4	3	9	10	14	13	.	.	.	.	.	.	.	.
Ring 2	6	5	8	7	12	11	16	15	.	.	.	.	.	.	.	.
Sequence 16																
Ring 1	2	1	4	3	10	9	14	13	.	.	.	.	.	.	.	.
Ring 2	6	5	8	7	12	11	16	15	.	.	.	.	.	.	.	.

Phases In Use / Exclusive PED (MM)1-2

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phases in Use	X	X	X	X	X	X	X	X								
Exclusive PED																

Phase Compatibility (MM)1-1-2

Phase	Compatible Phase
n/a	Barrier Mode

Overlap Direction Descriptions

Overlap	Description

Administration (MM)1-7-1

Enable CU/Cabinet Interlock CRC	No
Request Download Controller Data	No
Controller Database CRC	0000
Enable Automatic Backup to Datakey	No

Backup Prevent (MM)1-1-3

	Phases	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Timing /	1		.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Backup	2	.		.	.	.	.	.	.	.	.	.	.	.	.	.	.
	3	.	.		.	.	.	.	.	.	.	.	.	.	.	.	.
	4	.	.	.		.	.	.	.	.	.	.	.	.	.	.	.
	5	.	.	.	.		.	.	.	.	.	.	.	.	.	.	.
	6	.	.	.	.	.		.	.	.	.	.	.	.	.	.	.
	7	.	.	.	.	.	.		.	.	.	.	.	.	.	.	.
	8	.	.	.	.	.	.	.		.	.	.	.	.	.	.	.
	9	.	.	.	.	.	.	.	.		.	.	.	.	.	.	.
	10	.	.	.	.	.	.	.	.	.		.	.	.	.	.	.
	11	.	.	.	.	.	.	.	.	.	.		.	.	.	.	.
	12	.	.	.	.	.	.	.	.	.	.	.		.	.	.	.
	13	.	.	.	.	.	.	.	.	.	.	.	.		.	.	.
	14	.	.	.	.	.	.	.	.	.	.	.	.	.		.	.
	15	.	.	.	.	.	.	.	.	.	.	.	.	.	.		.
	16	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	

Simultaneous Gap (MM)1-1-4

	Phases	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	1		.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	2	.		.	.	.	.	.	.	.	.	.	.	.	.	.	.
	3	.	.		.	.	.	.	.	.	.	.	.	.	.	.	.
	4	.	.	.		.	.	.	.	.	.	.	.	.	.	.	.
	5	.	.	.	.		.	.	.	.	.	.	.	.	.	.	.
Phase	6	.	.	.	.	.		.	.	.	.	.	.	.	.	.	.
Must	7	.	.	.	.	.	.		.	.	.	.	.	.	.	.	.
Gap	8	.	.	.	.	.	.	.		.	.	.	.	.	.	.	.
With	9	.	.	.	.	.	.	.	.		.	.	.	.	.	.	.
Phase	10	.	.	.	.	.	.	.	.	.		.	.	.	.	.	.
	11	.	.	.	.	.	.	.	.	.	.		.	.	.	.	.
	12	.	.	.	.	.	.	.	.	.	.	.		.	.	.	.
	13	.	.	.	.	.	.	.	.	.	.	.	.		.	.	.
	14	.	.	.	.	.	.	.	.	.	.	.	.	.		.	.
	15	.	.	.	.	.	.	.	.	.	.	.	.	.	.		.
	16	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
	Disable	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.

Load Switch Assignments (MMU Channel) (MM)1-3

	Phase / Overlap	Type	Dimming				Power Up				Auto		Flash Together
			Red	Yellow	Green	Dark	Auto	Red	Yellow	Dark	Red	Yellow	
1	1	V				+	X				X		
2	2	V				+	X				X		X
3	3	V				+	X				X		
4	4	V				+	X				X		X
5	5	V				-	X				X		
6	6	V				-	X				X		X
7	7	V				-	X				X		
8	8	V				-	X				X		X
9	2	P				+	X						
10	4	P				+	X						
11	6	P				-	X						
12	8	P				-	X						
13	1	O				+	X				X		X
14	0					-	X				X		X
15	0					+	X				X		
16	0					-	X				X		X

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Configuration Port 1 (SDLC)

SDLC Options (MM)1-4-1

BIU	1	2	3	4	5	6	7	8
Term and Facility Enable	X	X						
Detector Rack Enable	X							

Enable TS2/MMU Type Cabinet: Yes
Enable MMU Extended Status: Yes
Enable SDLC Stop Time: Yes
Enable 3 Critical RFE's Lockup: Yes

MMU Program (MM)1-4-2

Channel Can Serve with Channel	
Channel 1	**Channel 2**

Color Check Enable (MM)1-4-3

Enable Color Check: Yes

MMU Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Green	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Yellow	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Red	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Secondary To Secondary Addressing (MM)1-4-4

ID	1	2	3	4	5	6	7	8	MMU
Term and Facility Enable									

ID	1	2	3	4	5	6	7	8	Diag
Detector Rack Enable									

Diagonstics (Test Fixture) Enable: No

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Configuration Communications

Ethernet Port Configuration (MM)1-5-1

Controller IP: 10.70.10.51
Subnet Mask: 255.255.255.0
Default Gateway IP: 10.70.10.1
Server IP: 10.70.10.1

NTCIP Parameters (MM)1-5-5

Backup Time: 0
UDP Port: 501
Ethernet Priority: 1
Port 2 Priority: 4
Port 3A Priority: 2
Port 3B Priority: 3

Port Configuration (MM)1-5-2 to 1-5-4

Port	2 (C50S)	3A (C21S)	3B (C22S)
Protocol	Terminal	NTCIP	ECPIP
Enable	No	No	Yes
Data Rate	9600	19.2K	1200
Data Parity Stop	8 N 1	8 N 1	8 0 1
Modem Setup String	None	None	None
User String			
Comm Port Address	0	0	2
System Detector 9-1	0	0	0
Telemetry Response Delay	0.0	0.0	0.0
Duplex Half/Full	Half	Full	Full
Flow Control	Yes	Yes	Yes
AB3418 NTCIP Group Address	0	0	0
AB3418 NTCIP Single Flag Enable	No	No	No
RTS to CTS Delay	0.0	0.0	3.0
RTS Turn Off Delay	0.0	0.0	2.0
Droupout Time	10	10	300
Early RTS	No	No	No
FSK Hardware	Yes	Yes	Yes
Rail Road	0	0	0
Rail Road Line	0	0	0
ATCS Group	0	0	0
Wayside Device	0	0	0
ATCS Device	0	0	0
Wayside SubNode	0	0	0
ATCS SubNode	0	0	0

ECPIP Parameters (MM)1-5-6

Controller Address: 2
Expanded System Detector Address: 0

Local System Detector

Local System Detector	Number

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Configuration Logging/Display

Event Logging (MM)1-6-1

Critical RFE's	Yes	3 Critical RFE's in 24 Hours	Yes
MMU Flash Faults	Yes	Local Flash Faults	Yes
Non-Critical RFE's (Det/Test)	Yes	Detector Errors	Yes
Coordination Errors	Yes	Controller Download	Yes
Preempt	Yes	TSP	Yes
Power On/Off	Yes	Low Battery	Yes
Access	Yes	Data Change	Yes
Online/Offline	Yes		

Alarm Log	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable Logging	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Display Options (MM)1-7-2

Key Click Enable: Yes
Backlight Enable: Yes
LED Mode: Auto
Display Mode: Basic
Screen Format: Advanced

Sign On (MM)8-5

Sign On Message Line 1: Solutions that Move the World
Sign On Message Line 2:

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Logic Processor Page 1
Statement Control (MM)1-8-1

LP	Statement Control

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Logic Processor Page 2

Logic Statements (MM)1-8-2

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Controller Timing Plan (MM)2-1
Plan 1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	7	15	7	7	7	15	18	7	0	0	0	0	0	0	0	0
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	40	0	27	0	40	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	20	40	25	20	15	30	20	15	0	0	0	0	0	0	0	0
Max 2	20	40	30	30	20	40	20	20	0	0	0	0	0	0	0	0
Max 3	20	40	35	35	25	45	25	25	0	0	0	0	0	0	0	0
DYM Max	0	0	5	5	5	5	5	5	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	2.0	3.0	3.0	1.0	2.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 2

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	10	30	10	18	18	30	19	9	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	40	0	27	0	40	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	2.5	3.0	3.0	3.0	3.0	2.5	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	20	40	25	20	15	30	20	20	35	35	35	35	35	35	35	35
Max 2	20	40	30	30	20	40	20	20	40	40	40	40	40	40	40	40
Max 3	20	40	35	35	25	45	25	25	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	2.0	3.0	3.0	1.0	2.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 3

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	7	15	12	15	11	15	14	14	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	40	0	27	0	40	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	20	40	25	20	15	30	20	20	35	35	35	35	35	35	35	35
Max 2	20	40	30	30	20	40	20	20	40	40	40	40	40	40	40	40
Max 3	20	40	35	35	25	45	25	25	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	2.0	3.0	3.0	1.0	2.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	10	40	12	15	18	40	15	15	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	27	0	40	0	27	0	40	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	20	40	25	20	15	30	20	20	0	0	0	0	0	0	0	0
Max 2	20	40	25	20	15	30	20	20	0	0	0	0	0	0	0	0
Max 3	20	40	35	35	25	45	25	25	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.3	3.0	3.0	3.0	4.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	2.0	3.0	3.0	1.0	2.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Controller Overlaps

Vehicle Overlaps (MM)2-2

Overlap	Type	Lag Green	Yellow	Red	Advance Green

Phases

Overlap	Phase	Included	Protect	Ped Protect	Not Overlap	Modifier	Lag X Phase	Lag 2 Phase	Flash Green
A	2	Yes	No	Yes	No		No	No	0
A	7	Yes	No	No	No		No	No	0

PPLT FYA

Overlap	Protected Phase	Permissive Phase	Flash Arrow Output	Flash Arrow Channel	FYA Delay	FYA Clearance	Special Function Disable

Guaranteed Minimum Time Data (MM) 2-4

Phase Time Data

Phase	Min Green	Walk	Ped Clear	Yellow	Red Clear	Overlap Green
A01	5	0	0	3.0	1.0	5
B02	5	7	0	3.0	1.0	5
C03	5	0	0	3.0	1.0	5
D04	5	7	0	3.0	1.0	5
E05	5	0	0	3.0	1.0	5
F06	5	7	0	3.0	1.0	5
G07	5	0	0	3.0	1.0	5
H08	5	7	0	3.0	1.0	5
I09	5	0	7	3.0	0.0	5
J10	5	0	7	3.0	0.0	5
K11	5	0	7	3.0	0.0	5
L12	5	0	7	3.0	0.0	5
M13	5	0	7	3.0	0.0	5
N14	5	0	7	3.0	0.0	5
O15	5	0	7	3.0	0.0	5
P16	5	0	7	3.0	0.0	5

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Controller Pedestrian Overlaps
Pedestrian Overlaps (MM) 2-3

Included Phase	Ped Overlap

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Controller Start/Fash (MM) 2-5

Startup

Phase	Phase Setting
2	G
6	G

Overlap
A
B
C
D

Flash > Mon: No
Flash Time: 0
All Red: 8
Power Start Sequence: 1

Automatic Flash

Entry Phase
2
6

Exit Phase
2
6

Overlap Exit
A
B
C
D

Flash > Mon: No
Exit Flash Interval: W
Minimum Auto Flash: 8
Minimumin Recall: No
Cycle Through Phase: No

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Controller Options

Controller Options (MM)2-6-1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Flashing Green Phase																
Guaranteed Passage																
Non Act 1		X				X										
Non Act 2																
Dual Entry		X		X		X		X								
Conditional Service																
Conditional Reservice																
Ped Reservice																
Rest In Walk																
Flashing Walk																
Ped Clear Yellow																
Ped Clear Red																
IGRN + Veh Ext																

Ped Clear Protect: Off Red Revert: 2.0

Act Pre-Time (MM)2-7

Pre-Time Mode Enable: No Free Input Enables Pre-Timed: Yes

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Pre-Timed Phase																

Phase Recall Options (MM)2-8

Plan 1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Lock Detector																
Vehicle Recall		X				X										
Ped Recall																
Max Recall																
Soft Recall																
No Rest																
AI Calc																

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Coordination Options

Coordination Options (MM)3-1

Manual Pattern	Auto	ECPI Coord	Yes
System Source	SYS	System Format	STD
Splits In	Seconds	Offsets In	Seconds
Transition	Smooth	Max Select	MAXINH
Dwell/Add Time	25		
Delay Coord Walk to LZ	No	Force Off	Fixed
Offset Reference	Lead	Use Ped Time	No
Ped Recall	No	Ped Reservice	No
Local Zero Override	No	FO Added Initial Green	No
Re-Sync Count	2	Multisync	No

Auto Perm Minimum Green (Seconds) (MM)3-4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Minimum Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Split Demand (MM)3-5

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Demand 1																
Demand 2																

Demand	1	2
Detector	0	0
Call Time (Sec)	0	0
Cycle Count	0	0

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Coordination Pattern Data
Pattern Data (MM)3-2

Pattern - 2

Split Pattern	2	TS2 (Pat-Off)	0-2	Splits in	Seconds
Cycle	100	Std (COS)	0	Offsets in	Seconds
Offset Value	4s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	No	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 2)	15	45	24	16	15	45	24	16	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	100s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 4

Split Pattern	4	TS2 (Pat-Off)	1-1	Splits in	Seconds
Cycle	130	Std (COS)	0	Offsets in	Seconds
Offset Value	59s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	No	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 4)	10	50	12	12	10	50	28	12	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	84s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 6

Split Pattern	6	TS2 (Pat-Off)	1-3	Splits in	Seconds
Cycle	130	Std (COS)	0	Offsets in	Seconds
Offset Value	59s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	No	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 6)	10	36	10	44	10	36	30	24	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	100s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 8

Split Pattern	8	TS2 (Pat-Off)	2-2	Splits in	Seconds
Cycle	130	Std (COS)	0	Offsets in	Seconds
Offset Value	1s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	No	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 8)	10	44	35	11	19	35	22	24	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	100s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 10

Split Pattern	10	TS2 (Pat-Off)	3-1	Splits in	Seconds
Cycle	150	Std (COS)	0	Offsets in	Seconds
Offset Value	27s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	No	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 10)	12	43	12	33	10	45	22	23	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	100s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 20

Split Pattern	20	TS2 (Pat-Off)	6-2	Splits in	Seconds
Cycle	90	Std (COS)	111	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	No	Sequence	1		
Phase Reservice	No	Action Plan	20		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 20)	12	36	16	26	12	36	27	15	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	90s	90s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 21

Split Pattern	21	TS2 (Pat-Off)	6-3	Splits in	Seconds
Cycle	110	Std (COS)	311	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	No	Sequence	1		
Phase Reservice	No	Action Plan	21		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 21)	14	54	16	26	22	46	25	17	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	110s	110s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 22

Split Pattern	22	TS2 (Pat-Off)	7-1	Splits in	Seconds
Cycle	100	Std (COS)	212	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	No	Sequence	1		
Phase Reservice	No	Action Plan	22		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 22)	18	39	19	24	18	39	24	19	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	100s	100s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 23

Split Pattern	23	TS2 (Pat-Off)	7-2	Splits in	Seconds
Cycle	110	Std (COS)	312	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	No	Sequence	1		
Phase Reservice	No	Action Plan	23		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 23)	14	45	36	15	18	41	22	29	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	110s	110s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls		X				X										
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 30

Split Pattern	30	TS2 (Pat-Off)	9-3	Splits in	Seconds
Cycle	115	Std (COS)	0	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	1		
Actuated Walk Rest	No	Sequence	16		
Phase Reservice	Yes	Action Plan	30		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 30)	11	62	16	26	18	55	29	13	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	115s	115s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls																
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 35

Split Pattern	35	TS2 (Pat-Off)	11-2	Splits in	Seconds
Cycle	130	Std (COS)	0	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	1		
Actuated Walk Rest	No	Sequence	7		
Phase Reservice	No	Action Plan	35		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 35)	11	72	23	24	25	58	24	23	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	130s	130s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls																
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

Pattern - 41

Split Pattern	41	TS2 (Pat-Off)	13-2	Splits in	Seconds
Cycle	115	Std (COS)	511	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	No	Sequence	16		
Phase Reservice	No	Action Plan	41		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 41)	14	59	16	26	22	51	27	15	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	115s	115s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls																
Ped Recalls										X						
Max Recalls																
Phase Omit									X		X	X	X	X	X	X
Special Function Output																

Pattern - 43

Split Pattern	43	TS2 (Pat-Off)	14-1	Splits in	Seconds
Cycle	130	Std (COS)	433	Offsets in	Seconds
Offset Value	0s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	4		
Actuated Walk Rest	No	Sequence	7		
Phase Reservice	No	Action Plan	43		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 43)	14	66	23	27	25	55	27	23	0	0	0	0	0	0	0	0
Preference 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preference 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Disp.	-	0	0	0
Split Sum	130s	130s	0s	0s

Misc. Data

Veh. Permissive 1	0	Veh. Permissive 2	0	Veh. Permissive 2 Disp.	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern Data

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coordinated Phases		X				X										
Vehicle Recalls																
Ped Recalls																
Max Recalls																
Phase Omit									X	X	X	X	X	X	X	X
Special Function Output																

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Preemptor

Preempt Plan (MM)4-1

Plan 1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Overlap	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
Track Clear Vehicle				X			X									
Track Clear Overlap																
Enable Trailing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dwell Vehicle		X				X										
Dwell Ped																
Dwell Overlap																
Cycling Vehicle																
Cycling Ped																
Cycling Overlap																
Exit Phase		X				X										
Exit Calls	X	X	X	X	X	X	X	X								
Special Funciton																

Enable	Yes	Preempt Override	Yes	Interlock Enable	No
Detector Lock	Yes	Delay	0	Inhibit	0
Override Flash	No	Duration	0	CLR > GRN	No
Term Overlap Asap	No	PC Through Yellow	No	Terminate Phase	No
Ped Dark	No	Track Clear Rsrv	No	Dwell Flash	Off
Linked Pmt	0	Flash Exit Color	Green	Exit Option	Off
Exit Timing Plan	0	Reservice	0	Fault Type	Hard

Ring	1	2	3	4
Free During Preempt	No	No	No	No

Timing	Walk	Ped Clr	Min Grn	Yellow	Red
Entrance	0	0	7	4.0	1.0
	Min Grn	**Ext Grn**	**Max Grn**	**Yellow**	**Red**
Track Clear	32	0	0	4.0	3.4
	Min Dwell	**Pmt Ext**	**Max Time**	**Yellow**	**Red**
Dwell / Cycle-Exit	15	12.0	0	4.3	2.0

Preempt Active Out	On	Preempt Active Dwell	No
Other Priority Preempt	On	Non-Priority Preempt	No
Inhibit Extension Time	0.0	Ped Priority Return	Off
Veh Priority Return	Off	Queue Delay	Off
Conditional Delay	Off		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Veh Pri Return % Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Plan 3

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Overlap	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
Track Clear Vehicle																
Track Clear Overlap																
Enable Trailing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dwell Vehicle		X			X											
Dwell Ped																
Dwell Overlap																
Cycling Vehicle																
Cycling Ped																
Cycling Overlap																
Exit Phase	X				X											
Exit Calls																
Special Funciton																

Enable	Yes	Preempt Override	Yes	Interlock Enable	No
Detector Lock	Yes	Delay	0	Inhibit	0
Override Flash	No	Duration	0	CLR > GRN	No
Term Overlap Asap	No	PC Through Yellow	No	Terminate Phase	No
Ped Dark	No	Track Clear Rsrv	No	Dwell Flash	Off
Linked Pmt	0	Flash Exit Color	Green	Exit Option	Off
Exit Timing Plan	0	Reservice	0	Fault Type	Hard

Ring	1	2	3	4
Free During Preempt	No	No	No	No

Timing	Walk	Ped Clr	Min Grn	Yellow	Red
Entrance	0	0	7	3.5	0.0
	Min Grn	**Ext Grn**	**Max Grn**	**Yellow**	**Red**
Track Clear	0	0	0	3.5	0.0
	Min Dwell	**Pmt Ext**	**Max Time**	**Yellow**	**Red**
Dwell / Cycle-Exit	15	0.0	90	3.5	0.0

Preempt Active Out	On	Preempt Active Dwell	No
Other Priority Preempt	On	Non-Priority Preempt	No
Inhibit Extension Time	0.0	Ped Priority Return	Off
Veh Priority Return	Off	Queue Delay	Off
Conditional Delay	Off		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Veh Pri Return % Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Plan 4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Overlap	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
Track Clear Vehicle																
Track Clear Overlap																
Enable Trailing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dwell Vehicle			X					X								
Dwell Ped																
Dwell Overlap																
Cycling Vehicle																
Cycling Ped																
Cycling Overlap																
Exit Phase			X				X									
Exit Calls	X			X	X											
Special Funciton																

Enable	Yes	Preempt Override	Yes	Interlock Enable	No
Detector Lock	Yes	Delay	0	Inhibit	0
Override Flash	No	Duration	0	CLR > GRN	No
Term Overlap Asap	No	PC Through Yellow	No	Terminate Phase	No
Ped Dark	No	Track Clear Rsrv	No	Dwell Flash	Off
Linked Pmt	0	Flash Exit Color	Green	Exit Option	Off
Exit Timing Plan	0	Reservice	0	Fault Type	Hard

Ring	1	2	3	4
Free During Preempt	No	No	No	No

Timing	Walk	Ped Clr	Min Grn	Yellow	Red
Entrance	0	0	7	3.5	1.0
	Min Grn	**Ext Grn**	**Max Grn**	**Yellow**	**Red**
Track Clear	0	0	0	3.5	1.0
	Min Dwell	**Pmt Ext**	**Max Time**	**Yellow**	**Red**
Dwell / Cycle-Exit	7	0.0	90	3.5	1.0

Preempt Active Out	On	Preempt Active Dwell	No
Other Priority Preempt	On	Non-Priority Preempt	No
Inhibit Extension Time	0.0	Ped Priority Return	Off
Veh Priority Return	Off	Queue Delay	Off
Conditional Delay	Off		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Veh Pri Return % Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Plan 5

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Overlap	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
Track Clear Vehicle																
Track Clear Overlap																
Enable Trailing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dwell Vehicle	X					X										
Dwell Ped																
Dwell Overlap																
Cycling Vehicle																
Cycling Ped																
Cycling Overlap																
Exit Phase	X				X											
Exit Calls			X	X			X	X								
Special Funciton																

Enable	Yes	Preempt Override	Yes	Interlock Enable	No
Detector Lock	Yes	Delay	0	Inhibit	0
Override Flash	No	Duration	0	CLR > GRN	No
Term Overlap Asap	No	PC Through Yellow	No	Terminate Phase	No
Ped Dark	No	Track Clear Rsrv	No	Dwell Flash	Off
Linked Pmt	0	Flash Exit Color	Green	Exit Option	Off
Exit Timing Plan	0	Reservice	0	Fault Type	Hard

Ring	1	2	3	4
Free During Preempt	No	No	No	No

Timing	Walk	Ped Clr	Min Grn	Yellow	Red
Entrance	0	0	7	3.5	1.0
	Min Grn	**Ext Grn**	**Max Grn**	**Yellow**	**Red**
Track Clear	0	0	0	3.5	1.0
	Min Dwell	**Pmt Ext**	**Max Time**	**Yellow**	**Red**
Dwell / Cycle-Exit	7	0.0	90	3.5	1.0

Preempt Active Out	On	Preempt Active Dwell	No
Other Priority Preempt	On	Non-Priority Preempt	No
Inhibit Extension Time	0.0	Ped Priority Return	Off
Veh Priority Return	Off	Queue Delay	Off
Conditional Delay	Off		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Veh Pri Return % Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Plan 6

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Overlap	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**
Track Clear Vehicle																
Track Clear Overlap																
Enable Trailing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Dwell Vehicle				X			X									
Dwell Ped																
Dwell Overlap																
Cycling Vehicle																
Cycling Ped																
Cycling Overlap																
Exit Phase			X				X									
Exit Calls	X				X			X								
Special Funciton																

Enable	Yes	Preempt Override	Yes	Interlock Enable	No
Detector Lock	Yes	Delay	0	Inhibit	0
Override Flash	No	Duration	0	CLR > GRN	No
Term Overlap Asap	No	PC Through Yellow	No	Terminate Phase	No
Ped Dark	No	Track Clear Rsrv	No	Dwell Flash	Off
Linked Pmt	0	Flash Exit Color	Green	Exit Option	Off
Exit Timing Plan	0	Reservice	0	Fault Type	Hard

Ring	1	2	3	4
Free During Preempt	No	No	No	No

Timing	Walk	Ped Clr	Min Grn	Yellow	Red
Entrance	0	0	7	3.5	1.0
	Min Grn	**Ext Grn**	**Max Grn**	**Yellow**	**Red**
Track Clear	0	0	0	3.5	1.0
	Min Dwell	**Pmt Ext**	**Max Time**	**Yellow**	**Red**
Dwell / Cycle-Exit	7	0.0	90	3.5	1.0

Preempt Active Out	On	Preempt Active Dwell	No
Other Priority Preempt	On	Non-Priority Preempt	No
Inhibit Extension Time	0.0	Ped Priority Return	Off
Veh Priority Return	Off	Queue Delay	Off
Conditional Delay	Off		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Veh Pri Return % Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Time Base Clock/Calendar
Clock/Calendar Options (MM)5-1

Enable Action Plan:	0
Sync Reference Time:	12:00 AM
Sync Reference:	Reference Time
Day Light Savings:	USDLS
Time Reset Input Set Time:	0:00:00
Standard Time From GMT:	-7

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Time Base Action Plan
Action Plan (MM)5-2

Action Plan - 1

Pattern	254 - FREE	Override System	No
Timing Plan	1	Sequence	0
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 2

Pattern	Auto	Override System	No
Timing Plan	1	Sequence	7
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 20

Pattern	20	Override System	No
Timing Plan	1	Sequence	1
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 21

Pattern	21	Override System	No
Timing Plan	3	Sequence	1
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 22

Pattern	22	Override System	No
Timing Plan	3	Sequence	1
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 23

Pattern	23	Override System	No
Timing Plan	3	Sequence	1
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 30

Pattern	30	Override System	No
Timing Plan	1	Sequence	16
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 35

Pattern	35	Override System	No
Timing Plan	1	Sequence	7
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 41

Pattern	41	Override System	No
Timing Plan	2	Sequence	16
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

Action Plan - 43

Pattern	43	Override System	No
Timing Plan	4	Sequence	7
Veh Det Plan	0	Detector Log	None
Flash	No	Red Rest	No
Veh Det Diag Plan	0	Ped Det Diag Plan	0
Diming Enable	No	Veh Priority Return	No
Ped Priority Return	No	Queue Delay	No
Prempt Cond Delay	No		

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ped Recall																
Walk 2																
Veh Ext 2																
Veh Recall																
Max Recall																
Max 2																
Max 3																
CS Inhibit																
Omit																
Special Function																
Auxilliary Function																

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
LP 1-15															
LP 16-30															
LP 31-45															
LP 46-60															
LP 61-75															
LP 76-90															
LP 91-100															

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Time Base Day Plan/Schedule
Day Plan (MM)5-3

Plan	Event	Action Plan	Start Time
1	1	20	6:30 AM
1	2	41	7:15 AM
1	3	20	9:00 AM
1	4	22	11:00 AM
1	5	23	3:00 PM
1	6	0	7:30 PM
1	9	0	1:00 AM
3	1	22	9:00 AM
3	2	0	7:30 PM
4	1	20	6:30 AM
4	2	41	7:15 AM
4	3	20	9:00 AM
4	4	22	11:00 AM
4	5	43	3:00 PM
4	6	20	6:30 PM
4	7	1	10:00 PM
5	1	20	7:30 AM
5	2	23	9:00 AM
5	3	20	5:00 PM
5	4	1	10:00 PM

Schedule (MM)5-4

Schedule Number - 4

Day Plan Number: 4

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	X	X	X	X	X	X	X	X	X	X	X	X

Day of Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
		X	X	X	X	X	

Day of Month	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

Schedule Number - 5

Day Plan Number: 5

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	X	X	X	X	X	X	X	X	X	X	X	X

Day of Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
	X						X

Day of Month	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Time Base Exceptions
Exception Day Program (MM)5-5

Day	Fixed/Float	Month	Day of Week/Month	Week of Month/Year	Day Plan
1	FLOAT	0	0	0	0
2	FLOAT	0	0	0	0
3	FLOAT	0	0	0	0
4	FLOAT	0	0	0	0
5	FLOAT	0	0	0	0
6	FLOAT	0	0	0	0
7	FLOAT	0	0	0	0
8	FLOAT	0	0	0	0
9	FLOAT	0	0	0	0
10	FLOAT	0	0	0	0
11	FLOAT	0	0	0	0
12	FLOAT	0	0	0	0
13	FLOAT	0	0	0	0
14	FLOAT	0	0	0	0
15	FLOAT	0	0	0	0
16	FLOAT	0	0	0	0
17	FLOAT	0	0	0	0
18	FLOAT	0	0	0	0
19	FLOAT	0	0	0	0
20	FLOAT	0	0	0	0
21	FLOAT	0	0	0	0
22	FLOAT	0	0	0	0
23	FLOAT	0	0	0	0
24	FLOAT	0	0	0	0
25	FLOAT	0	0	0	0
26	FLOAT	0	0	0	0
27	FLOAT	0	0	0	0
28	FLOAT	0	0	0	0
29	FLOAT	0	0	0	0
30	FLOAT	0	0	0	0
31	FLOAT	0	0	0	0
32	FLOAT	0	0	0	0
33	FLOAT	0	0	0	0
34	FLOAT	0	0	0	0
35	FLOAT	0	0	0	0
36	FLOAT	0	0	0	0

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Detectors

Detectors Page 1

Vehicle Detectors Setup (MM)6-1

Vehicle Plan	Detector Number	Called	Type

Vehicle Detector Setup (MM)6-2 continued

Detector Number	Type	TS2 Detector	Detector Description
1	N-NTCIP	No	
2	N-NTCIP	No	
3	N-NTCIP	No	
4	N-NTCIP	No	
5	N-NTCIP	No	
6	N-NTCIP	No	
7	N-NTCIP	No	
8	N-NTCIP	No	
9	N-NTCIP	Yes	
10	N-NTCIP	Yes	
11	N-NTCIP	Yes	
12	N-NTCIP	Yes	
13	N-NTCIP	Yes	
14	N-NTCIP	Yes	
15	N-NTCIP	Yes	
16	N-NTCIP	Yes	
17	N-NTCIP	Yes	
18	N-NTCIP	Yes	
19	N-NTCIP	Yes	
20	N-NTCIP	Yes	
21	N-NTCIP	Yes	
22	N-NTCIP	Yes	
23	N-NTCIP	Yes	
24	N-NTCIP	Yes	
25	N-NTCIP	Yes	
26	N-NTCIP	Yes	
27	N-NTCIP	Yes	
28	N-NTCIP	Yes	
29	N-NTCIP	Yes	
30	N-NTCIP	Yes	
31	N-NTCIP	Yes	
32	N-NTCIP	Yes	
33	N-NTCIP	Yes	
34	N-NTCIP	Yes	
35	N-NTCIP	Yes	
36	N-NTCIP	Yes	
37	N-NTCIP	Yes	
38	N-NTCIP	Yes	
39	N-NTCIP	Yes	
40	N-NTCIP	Yes	
41	N-NTCIP	Yes	
42	N-NTCIP	Yes	
43	N-NTCIP	Yes	
44	N-NTCIP	Yes	
45	N-NTCIP	Yes	
46	N-NTCIP	Yes	
47	N-NTCIP	Yes	
48	N-NTCIP	Yes	
49	N-NTCIP	Yes	
50	N-NTCIP	Yes	
51	N-NTCIP	Yes	
52	N-NTCIP	Yes	
53	N-NTCIP	Yes	
54	N-NTCIP	Yes	

55	N-NTCIP	Yes	
56	N-NTCIP	Yes	
57	N-NTCIP	Yes	
58	N-NTCIP	Yes	
59	N-NTCIP	Yes	
60	N-NTCIP	Yes	
61	N-NTCIP	Yes	
62	N-NTCIP	Yes	
63	N-NTCIP	Yes	
64	N-NTCIP	Yes	

Vehicle Detector Setup (MM)6-2 continued

Det Num	Veh Det Plan	Phase	ECPI Log	Call Option	Delay Time	Ext Option	Extend Time / Passage Time	Queue Lim / Discon. Time	Use Added Initial	Cross Switch Phase	Lock In	NTCIP Vol.	NTCIP Occ.	Pmt Queue Delay
1	1	1	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
1	2	1	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
1	3	1	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
1	4	1	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
2	1	2	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
2	2	2	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
2	3	2	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
2	4	2	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
3	1	3	Yes	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
3	2	3	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
3	3	3	Yes	Yes	0.0	Passage	0.0	0	No	0	None	Yes	Yes	No
3	4	3	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
4	1	4	Yes	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
4	2	4	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
4	3	4	Yes	Yes	0.0	Passage	0.0	0	No	0	None	Yes	Yes	No
4	4	4	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
5	1	5	Yes	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
5	2	5	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
5	3	5	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
5	4	5	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
6	1	6	Yes	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
6	2	6	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
6	3	6	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
6	4	6	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
7	1	7	Yes	Yes	0.0	Passage	2.0	0	No	0	None	No	No	No
7	2	7	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
7	3	7	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
7	4	7	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
8	1	8	Yes	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
8	2	8	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
8	3	8	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
8	4	8	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
9	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
9	2	9	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
9	3	9	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
9	4	9	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
10	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
10	2	10	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
10	3	10	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
10	4	10	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
11	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
11	2	11	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
11	3	11	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
11	4	11	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
12	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
12	2	12	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
12	3	12	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
12	4	12	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
13	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
13	2	13	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
13	3	13	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
13	4	13	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
14	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No

14	2	14	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
14	3	14	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
14	4	14	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
15	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
15	2	15	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
15	3	15	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
15	4	15	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
16	1	0	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
16	2	16	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
16	3	16	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
16	4	16	No	Yes	0.0	Passage	0.0	0	No	0	None	No	No	No
21	1	2	No	No	0.0	None	0.0	0	No	0	None	No	No	No

Ped Detector Options (MM)6-3

Phase Ped Detector (NTCIP)

Local Ped Detector	Number
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16

St. Francis Drive South Side - St. Francis Dr. & Zia Road*

Detectors

Detectors Page 2

Log - Speed Detector Setup (MM)6-4

NTCIP Log Period: 15 ECPI Log Period: 15 Length Unit: Inch

Speed Detector	Local Detector	One/Two Detector	Vehicle Length	Trap Length	Enable Log
1	0	1	0	0	No
2	0	1	0	0	No
3	0	1	0	0	No
4	0	1	0	0	No
5	0	1	0	0	No
6	0	1	0	0	No
7	0	1	0	0	No
8	0	1	0	0	No
9	0	1	0	0	No
10	0	1	0	0	No
11	0	1	0	0	No
12	0	1	0	0	No
13	0	1	0	0	No
14	0	1	0	0	No
15	0	1	0	0	No
16	0	1	0	0	No

Vehicle Detector Diagnostics (MM)6-5

Plan	Detector	Counts	Act	Pres	Multiplier	Failed Time	Failed Call Delay
1	1	0	0	0	1	255	0
1	2	0	0	0	1	255	0
1	3	0	0	0	1	255	0
1	4	0	0	0	1	255	0
1	5	0	0	0	1	255	0
1	6	0	0	0	1	255	0
1	7	0	0	0	1	255	0
1	8	0	0	0	1	255	0

Pedestrian Detector Diagnotics (MM)6-6

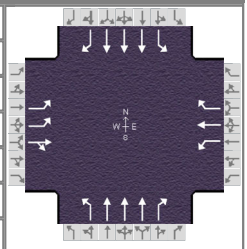
Plan	Detector	Counts	Act	Pres	Multiplier

APPENDIX B

2020 EXISTING INTERSECTION CAPACITY ANALYSIS

HCS7 Signalized Intersection Results Summary

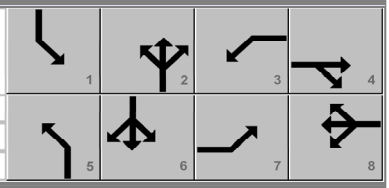
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	1> 7:00
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	128	0	52	8	12	36	180	792	0	8	344	92

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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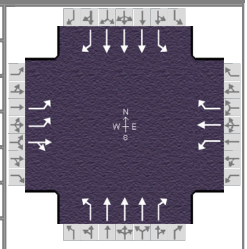
HCS7 Signalized Intersection Results Summary

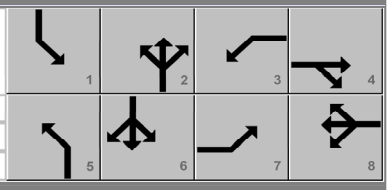
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	2> 7:15
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	168	8	60	20	16	44	188	1120	8	24	480	96

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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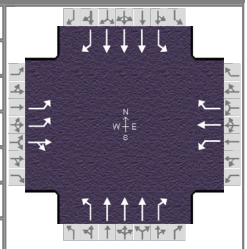
HCS7 Signalized Intersection Results Summary

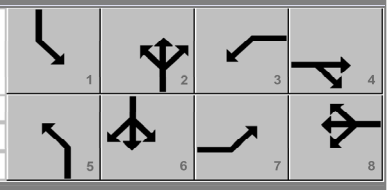
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	3> 7:30
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	304	4	72	12	12	100	312	1760	8	20	756	176

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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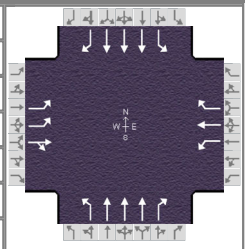
HCS7 Signalized Intersection Results Summary

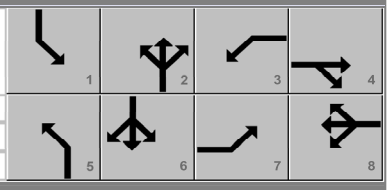
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	348	16	60	20	20	92	372	1948	0	28	736	292

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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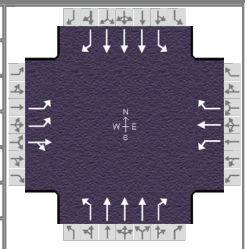
HCS7 Signalized Intersection Results Summary

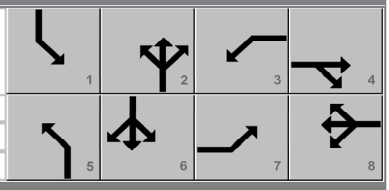
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	348	16	60	20	20	92	372	1948	0	28	736	292

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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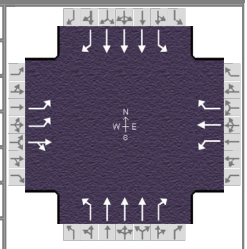
HCS7 Signalized Intersection Results Summary

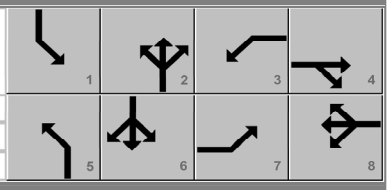
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	348	16	60	20	20	92	372	1948	0	28	736	292

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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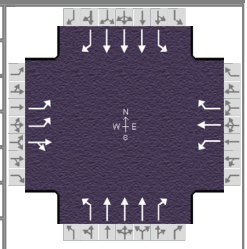
HCS7 Signalized Intersection Results Summary

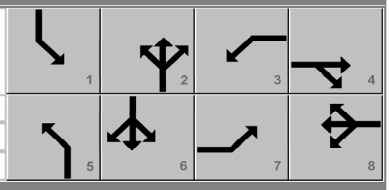
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	348	16	60	20	20	92	372	1948	0	28	736	292

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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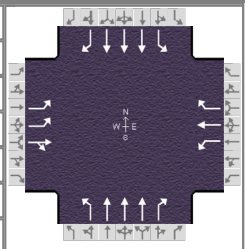
HCS7 Signalized Intersection Results Summary

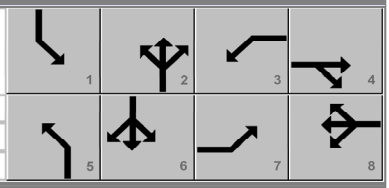
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	348	16	60	20	20	92	372	1948	0	28	736	292

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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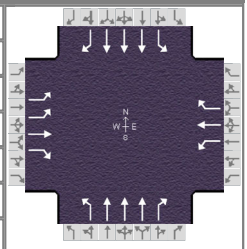
HCS7 Signalized Intersection Results Summary

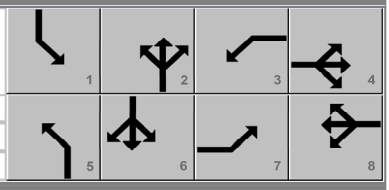
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	1> 7:00
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	128	24	112	48	48	48	152	1052	56	44	548	12

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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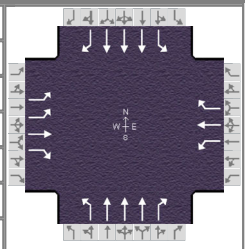
HCS7 Signalized Intersection Results Summary

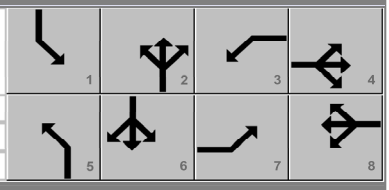
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	2> 7:15
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	196	44	116	32	32	124	248	1344	112	76	668	72

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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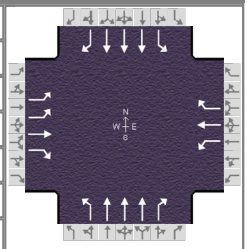
HCS7 Signalized Intersection Results Summary

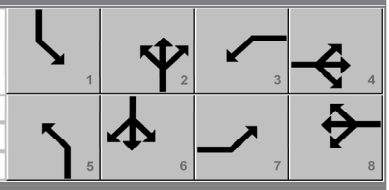
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	3> 7:30
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	84	148	112	68	124	280	2308	108	88	1132	72

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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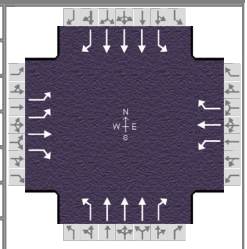
HCS7 Signalized Intersection Results Summary

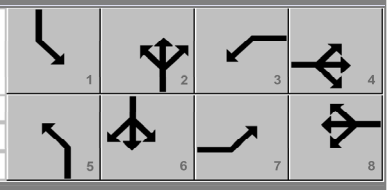
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	376	128	128	108	84	152	392	2396	216	132	1192	116

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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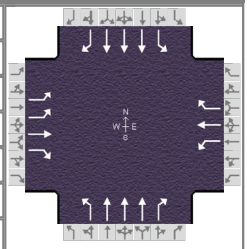
HCS7 Signalized Intersection Results Summary

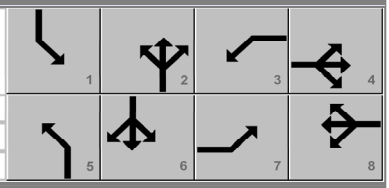
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	5> 8:00
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	316	112	116	120	76	100	296	1992	316	160	948	136

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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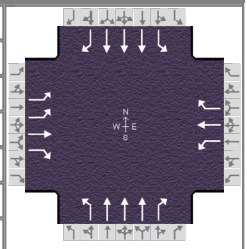
HCS7 Signalized Intersection Results Summary

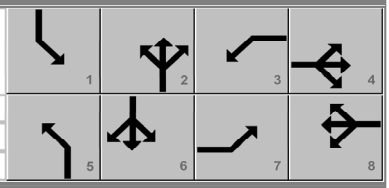
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	6> 8:15
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	228	112	152	88	84	96	288	1708	356	156	868	100

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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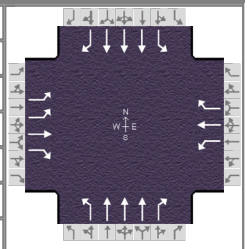
HCS7 Signalized Intersection Results Summary

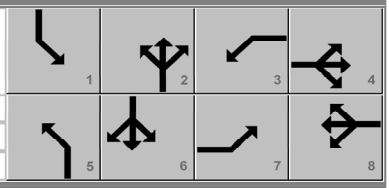
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	7> 8:30
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	264	68	120	72	100	72	316	1668	184	56	888	92

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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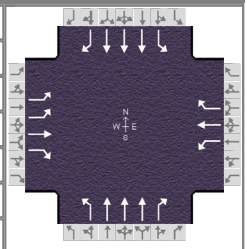
HCS7 Signalized Intersection Results Summary

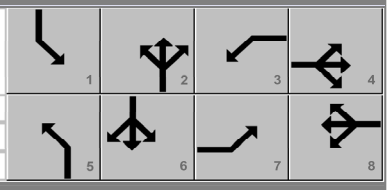
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	8> 8:45
Intersection	St Francis & Siringo	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	216	52	156	68	68	96	236	1728	72	68	868	40

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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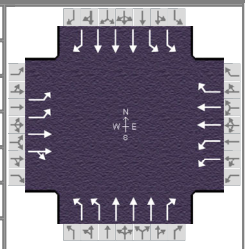
HCS7 Signalized Intersection Results Summary

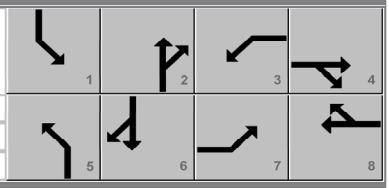
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	1> 7:00
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	276	48	16	52	8	20	36	916	32	44	472	56

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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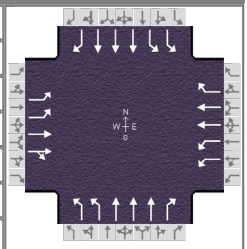
HCS7 Signalized Intersection Results Summary

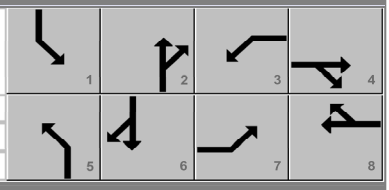
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	2> 7:15
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	304	116	40	44	36	28	52	1192	84	40	668	68

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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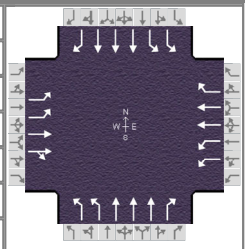
HCS7 Signalized Intersection Results Summary

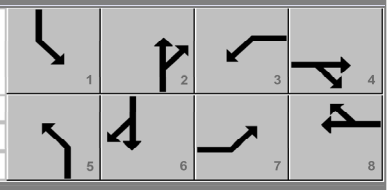
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	3> 7:30
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	524	188	16	56	40	76	80	1932	88	120	960	144

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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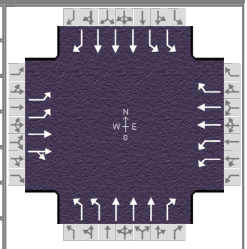
HCS7 Signalized Intersection Results Summary

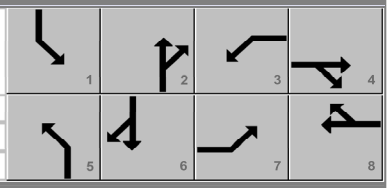
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	4> 7:45
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	536	228	44	76	72	44	72	2104	164	148	1032	184

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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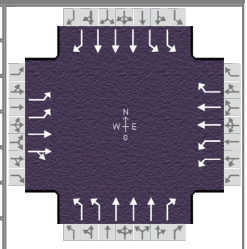
HCS7 Signalized Intersection Results Summary

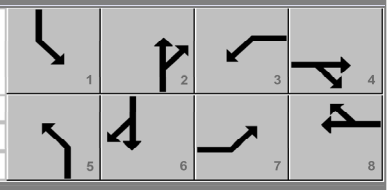
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	5> 8:00
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	464	200	40	80	56	32	120	1832	76	140	904	136

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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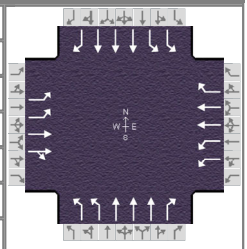
HCS7 Signalized Intersection Results Summary

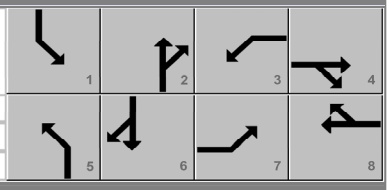
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	6> 8:15
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	512	108	16	68	60	24	148	1584	104	100	800	164

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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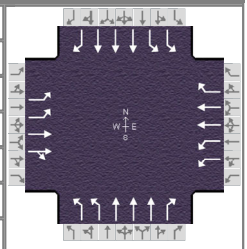
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	7> 8:30
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	420	128	36	60	52	28	148	1456	84	56	788	140

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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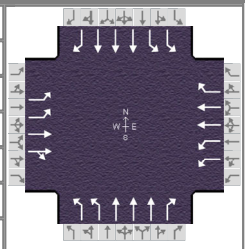
HCS7 Signalized Intersection Results Summary

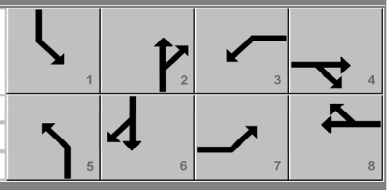
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing AM	Analysis Period	8> 8:45
Intersection	St Francis & Zia	File Name	EXAM.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	180	28	44	40	48	44	1476	64	116	680	128

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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HCS7 Two-Way Stop-Control Report

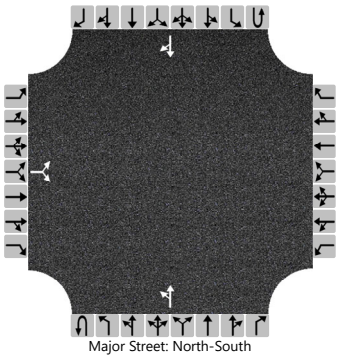
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.82
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		9		1						0	82				38	1
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12							0						
Capacity, c (veh/h)			865							1573						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.2							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.2								0.0						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

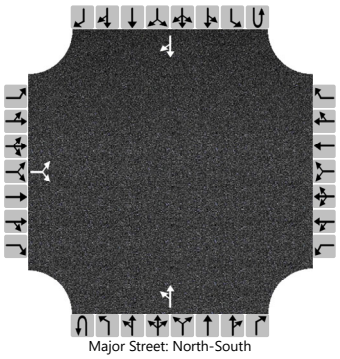
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.76
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		7		4						1	75				36	2
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			14							1						
Capacity, c (veh/h)			903							1570						
v/c Ratio			0.02							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.0							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.0								0.1						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

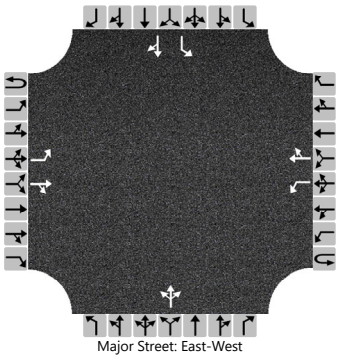
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Rodeo and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Rodeo
North/South Street	Galisteo
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		1	1	0
Configuration		L		TR		L		TR			LTR			L		TR
Volume (veh/h)		27	778	5		18	461	17		3	5	41		13	3	32
Percent Heavy Vehicles (%)		2				2				2	2	2		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.12				4.12				7.12	6.52	6.22		7.12	6.52	6.22
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.22				3.52	4.02	3.32		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		29				19					52			14		37
Capacity, c (veh/h)		1056				800					337			192		571
v/c Ratio		0.03				0.02					0.15			0.07		0.07
95% Queue Length, Q_{95} (veh)		0.1				0.1					0.5			0.2		0.2
Control Delay (s/veh)		8.5				9.6					17.6			25.2		11.7
Level of Service (LOS)		A				A					C			D		B
Approach Delay (s/veh)	0.3				0.3				17.6				15.4			
Approach LOS									C				C			

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HCS7 Two-Way Stop-Control Report

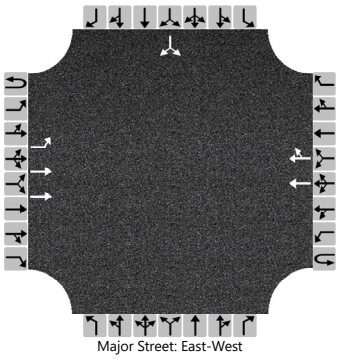
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		0	1	0
Configuration		L	T				T	TR							LR	
Volume (veh/h)	0	2	676				412	10						23		6
Percent Heavy Vehicles (%)	3	3												3		3
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.16												6.86		6.96
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		2													31	
Capacity, c (veh/h)		1101													360	
v/c Ratio		0.00													0.09	
95% Queue Length, Q_{95} (veh)		0.0													0.3	
Control Delay (s/veh)		8.3													15.9	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)	0.0												15.9			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

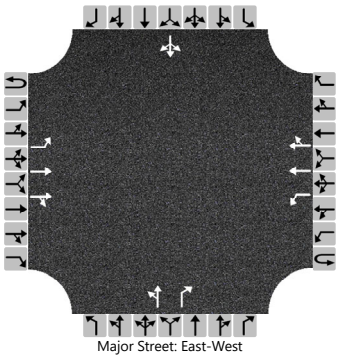
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.95
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	0	696	9	0	27	399	0		5	0	100		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage			Left Only							1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				28				5		105			0	
Capacity, c (veh/h)		1128				854				296		623				
v/c Ratio		0.00				0.03				0.02		0.17				
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.1		0.6				
Control Delay (s/veh)		8.2				9.4				17.4		11.9				
Level of Service (LOS)		A				A				C		B				
Approach Delay (s/veh)		0.0				0.6				12.2						
Approach LOS										B						

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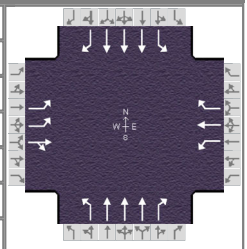
HCS7 Signalized Intersection Results Summary

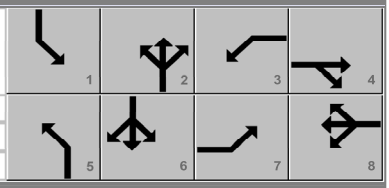
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	1> 16:00
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	12	144	4	4	40	84	668	16	72	1456	256

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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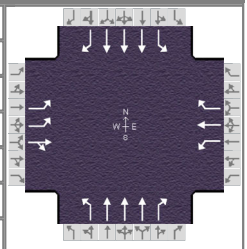
HCS7 Signalized Intersection Results Summary

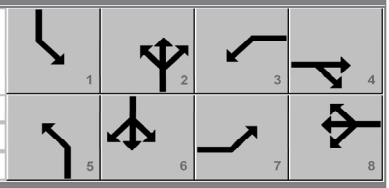
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	2> 16:15
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	236	28	172	8	20	20	88	580	4	104	1232	220

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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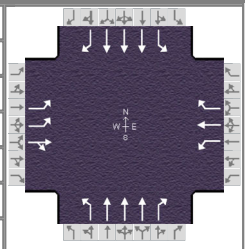
HCS7 Signalized Intersection Results Summary

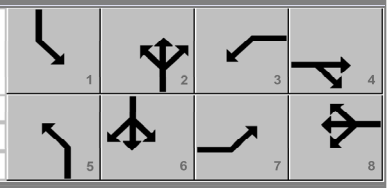
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	3> 16:30
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	264	12	244	12	28	12	88	712	4	136	1492	240

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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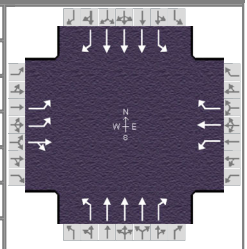
HCS7 Signalized Intersection Results Summary

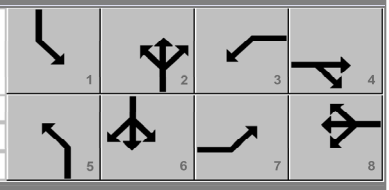
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	4> 16:45
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	284	28	244	8	16	28	156	680	12	124	1584	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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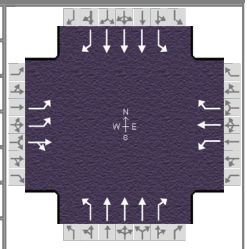
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	28	240	8	8	40	136	768	12	124	1760	252

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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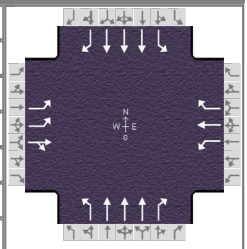
HCS7 Signalized Intersection Results Summary

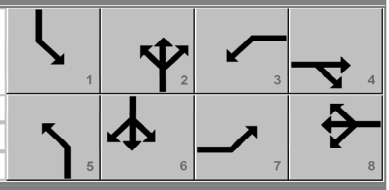
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	6> 17:15
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	312	24	308	24	12	28	116	856	12	144	1800	344

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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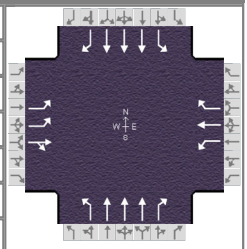
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	7> 17:30
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	272	40	192	8	12	32	96	656	12	128	1416	240

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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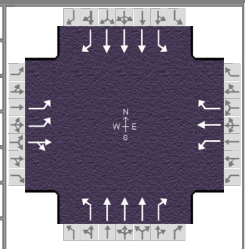
HCS7 Signalized Intersection Results Summary

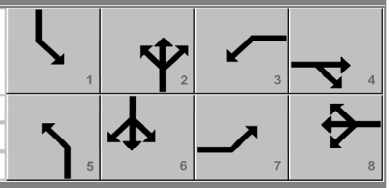
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	8> 17:45
Intersection	St Francis & Sawmill	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	200	40	228	16	16	16	100	604	16	144	1272	260

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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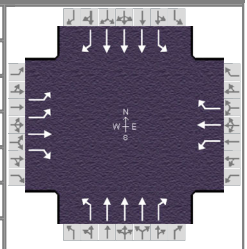
HCS7 Signalized Intersection Results Summary

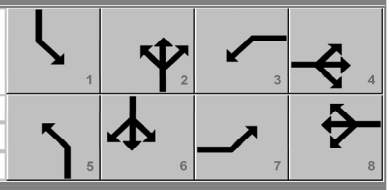
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	1> 16:00
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	192	60	220	136	116	72	212	1096	40	100	1988	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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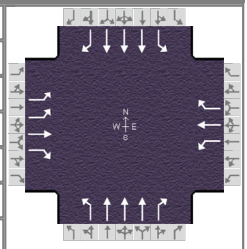
HCS7 Signalized Intersection Results Summary

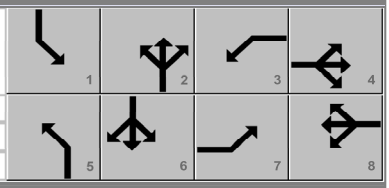
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	2> 16:15
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	128	60	220	100	120	56	148	948	84	76	1748	136

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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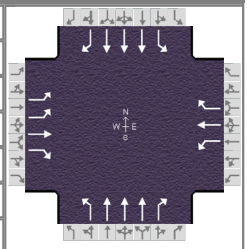
HCS7 Signalized Intersection Results Summary

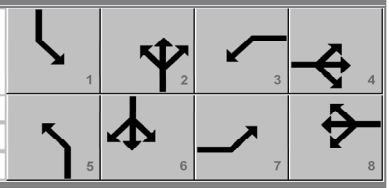
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	3> 16:30
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	164	84	244	148	124	60	188	1172	56	72	2128	152

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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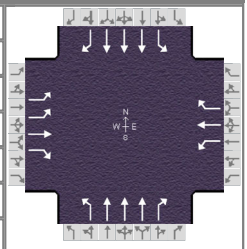
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	4> 16:45
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	176	112	232	172	128	52	204	1224	60	76	2256	148

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4		
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8		
Red	0.0	0.0	0.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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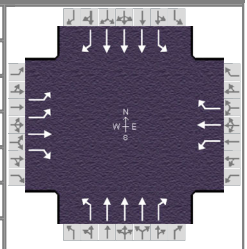
HCS7 Signalized Intersection Results Summary

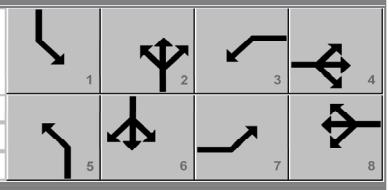
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	5> 17:00
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	152	80	332	128	176	80	224	1284	104	52	2484	148

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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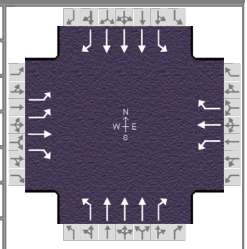
HCS7 Signalized Intersection Results Summary

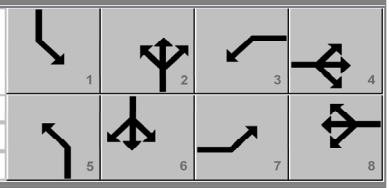
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	6> 17:15
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	160	116	328	168	160	80	260	1392	80	88	2632	160

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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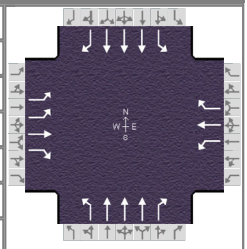
HCS7 Signalized Intersection Results Summary

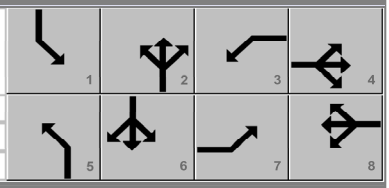
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	7> 17:30
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	104	88	280	96	132	96	144	1088	116	124	1932	192

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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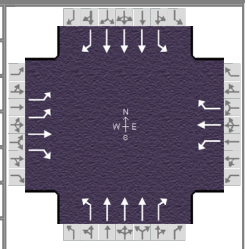
HCS7 Signalized Intersection Results Summary

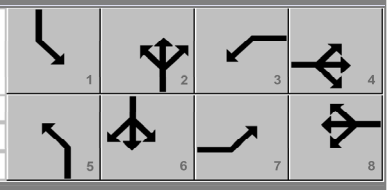
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	8> 17:45
Intersection	St Francis & Siringo	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	76	80	280	128	76	92	176	992	100	100	1904	104

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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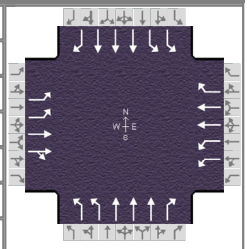
HCS7 Signalized Intersection Results Summary

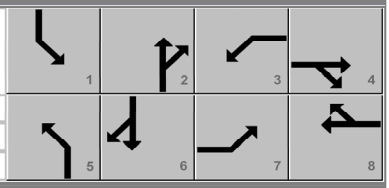
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	1> 16:00
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	292	76	72	232	192	64	64	800	76	236	1616	380

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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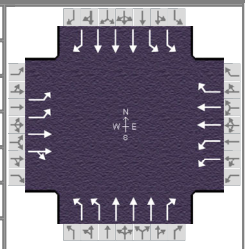
HCS7 Signalized Intersection Results Summary

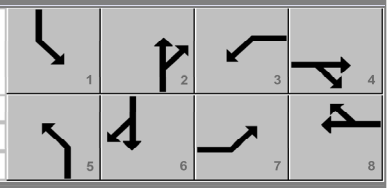
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	2> 16:15
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	228	92	64	240	136	52	36	700	84	200	1464	284

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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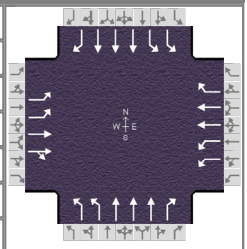
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	3> 16:30
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	264	144	52	240	212	60	64	844	72	204	1708	424

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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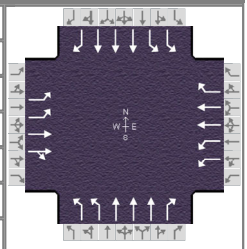
HCS7 Signalized Intersection Results Summary

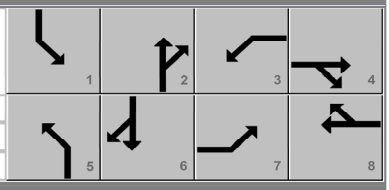
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	4> 16:45
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	340	104	44	284	216	40	52	900	84	232	1764	468

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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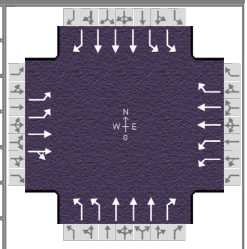
HCS7 Signalized Intersection Results Summary

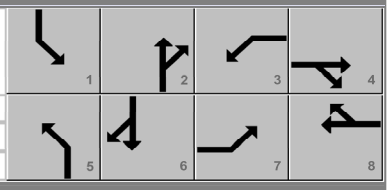
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	5> 17:00
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	320	136	68	284	260	44	76	976	68	188	2004	480

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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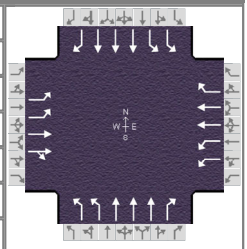
HCS7 Signalized Intersection Results Summary

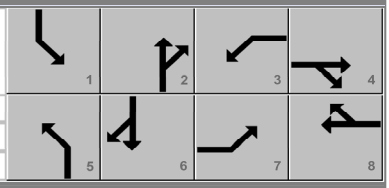
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	6> 17:15
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	372	164	28	300	268	60	72	1040	92	272	2016	576

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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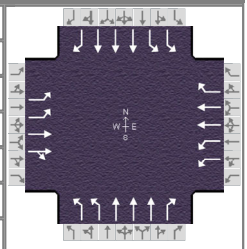
HCS7 Signalized Intersection Results Summary

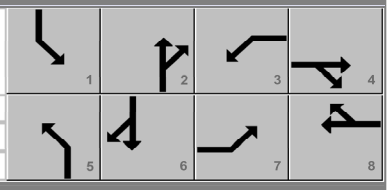
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	7> 17:30
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	268	128	44	308	172	12	68	804	68	204	1544	484

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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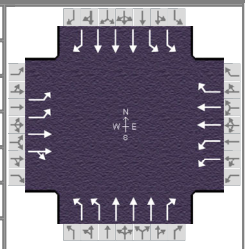
HCS7 Signalized Intersection Results Summary

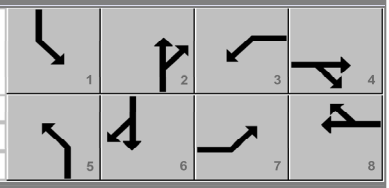
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Existing PM	Analysis Period	8> 17:45
Intersection	St Francis & Zia	File Name	EXPM.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	256	120	36	216	184	60	64	732	84	224	1436	432

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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HCS7 Two-Way Stop-Control Report

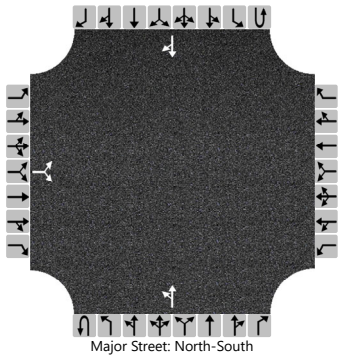
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.90
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		5		6						0	56				117	11
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12							0						
Capacity, c (veh/h)			858							1453						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.3							7.5						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.3								0.0						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

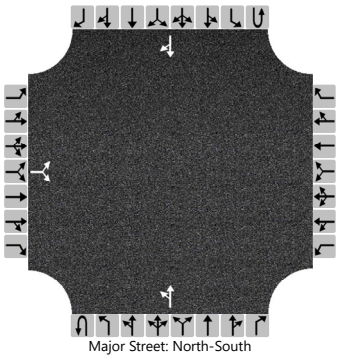
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.90
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		2		6						4	53				108	15
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			9							4						
Capacity, c (veh/h)			890							1460						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.1							7.5						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.1								0.5						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

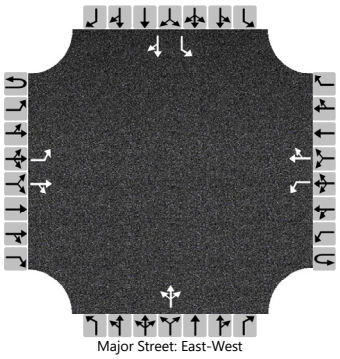
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Rodeo and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Rodeo
North/South Street	Galisteo
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		1	1	0
Configuration		L		TR		L		TR			LTR			L		TR
Volume (veh/h)		21	491	2		38	786	27		4	1	20		13	4	39
Percent Heavy Vehicles (%)		2				2				2	2	2		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.12				4.12				7.12	6.52	6.22		7.12	6.52	6.22
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.22				3.52	4.02	3.32		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		22				40					27			14		46
Capacity, c (veh/h)		778				1042					396			203		360
v/c Ratio		0.03				0.04					0.07			0.07		0.13
95% Queue Length, Q_{95} (veh)		0.1				0.1					0.2			0.2		0.4
Control Delay (s/veh)		9.8				8.6					14.8			24.1		16.5
Level of Service (LOS)		A				A					B			C		C
Approach Delay (s/veh)		0.4				0.4				14.8				18.2		
Approach LOS										B				C		

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HCS7 Two-Way Stop-Control Report

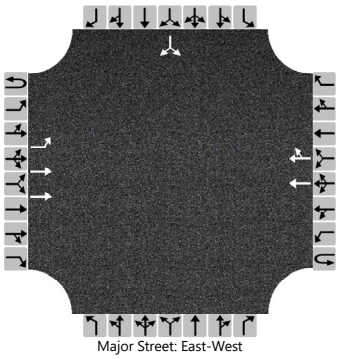
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		0	1	0
Configuration		L	T				T	TR							LR	
Volume (veh/h)	0	4	438				748	33						19		5
Percent Heavy Vehicles (%)	2	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4													26	
Capacity, c (veh/h)		797													253	
v/c Ratio		0.01													0.10	
95% Queue Length, Q_{95} (veh)		0.0													0.3	
Control Delay (s/veh)		9.5													20.8	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)	0.1												20.8			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

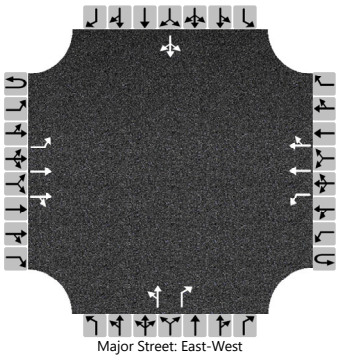
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.98
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	0	449	7	0	103	759	0		8	0	55		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage			Left Only							1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				105				8		56			0	
Capacity, c (veh/h)		830				1085				286		766				
v/c Ratio		0.00				0.10				0.03		0.07				
95% Queue Length, Q_{95} (veh)		0.0				0.3				0.1		0.2				
Control Delay (s/veh)		9.3				8.7				17.9		10.1				
Level of Service (LOS)		A				A				C		B				
Approach Delay (s/veh)		0.0				1.0				11.1						
Approach LOS										B						

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APPENDIX C

TURNING MOVEMENT DEVELOPMENT

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
210 - Single-Family Detached Housing	General Urban/Suburban	Dwelling Units	17	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	4	13	17
Data Source: Trip Gen Manual, 10th Ed +					T = 0.71(X) + 4.80	25%	75%	
220 - Multifamily Housing (Low-Rise)	General Urban/Suburban	Dwelling Units	277	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	29	97	126
Data Source: Trip Gen Manual, 10th Ed +					Ln(T) =0.95Ln(X) - 0.51	23%	77%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	100	100	1	1	25	75
220 - Multifamily Housing (Low-Rise)	100	100	1	1	23	77

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing	4	13	0	0	4	13
	17		0		17	
220 - Multifamily Housing (Low-Rise)	29	97	0	0	29	97
	126		0		126	

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

Land Use	Personal Passenger Vehicle		Truck		Other Modes	
	Entry (%)	Exit (%)	Entry (%)	Exit (%)	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	98%	98%	0%	0%	2%	2%
220 - Multifamily Housing (Low-Rise)	98%	98%	0%	0%	2%	2%

OCCUPANCY:

Land Use	Vehicle	
	Entry	Exit
210 - Single-Family Detached Housing	1.00	1.00
220 - Multifamily Housing (Low-Rise)	1.00	1.00

ADJUSTED VEHICLE TRIPS:

Land Use	Entry				Exit			
	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips
210 - Single-Family Detached Housing	4	98%	1.00	4	13	98%	1.00	13
220 - Multifamily Housing (Low-Rise)	29	98%	1.00	28	97	98%	1.00	95

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
210 - Single-Family Detached Housing	Residential
220 - Multifamily Housing (Low-Rise)	Residential

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

220 - Multifamily Housing (Low-Rise)

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

Total Internal Person Trips	0	0	0
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	4	13	17
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

220 - Multifamily Housing (Low-Rise)

Total Internal Person Trips	0	0	0
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	28	95	123
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
210 - Single-Family Detached Housing	4	13	0.00%	0.00%	0	0
220 - Multifamily Housing (Low-Rise)	28	95	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
210 - Single-Family Detached Housing	4	13	17
220 - Multifamily Housing (Low-Rise)	28	95	123

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	33	110	143

Vehicle Trips After Multi-modal Adjustment	32	108	140
Internal Vehicle Trips	0	0	0
External Vehicle Trips	32	108	140
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	32	108	140
PPV	33	108	141
Truck	0	0	0
Person Trips by Other Modes	1	2	3

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
210 - Single-Family Detached Housing	General	Dwelling Units	10	Weekday, Peak Hour of	Best Fit (LIN)	3	9	12
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	T = 0.71(X) + 4.80	25%	75%	
220 - Multifamily Housing (Low-Rise)	General	Dwelling Units	107	Weekday, Peak Hour of	Best Fit (LOG)	12	39	51
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	Ln(T) =0.95Ln(X) - 0.51	23%	77%	
710 - General Office Building	General	1000 Sq. Ft. GFA	87	Weekday, Peak Hour of	Best Fit (LIN)	93	15	108
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	T = 0.94(X) + 26.49	86%	14%	
936 - Coffee/Donut Shop without Drive-Through	General	1000 Sq. Ft. GFA	2.4	Weekday, Peak Hour of	Average	124	119	243
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	101.14	51%	49%	
930 - Fast Casual Restaurant	General	1000 Sq. Ft. GFA	5	Weekday, Peak Hour	Average	7	3	10
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			of Adjacent Street	2.07	67%	33%	
932 - High-Turnover (Sit-Down) Restaurant	General	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of	Average	27	22	49
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	9.94	55%	45%	
820 - Shopping Center	General	1000 Sq. Ft. GLA	20	Weekday, Peak Hour of	Best Fit (LIN)	100	61	161
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	T = 0.50(X) + 151.78	62%	38%	
090 - Park-and-Ride Lot with Bus or Light Rail	General	Occupied Parking Spaces	10	Weekday, Peak Hour of	Best Fit (LIN)	15	3	18
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	T = 0.40(X) + 14.34	81%	19%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	100	100	1	1	25	75
220 - Multifamily Housing (Low-Rise)	100	100	1	1	23	77
710 - General Office Building	100	100	1	1	86	14
936 - Coffee/Donut Shop without Drive-Through Window	100	100	1	1	51	49
930 - Fast Casual Restaurant	100	100	1	1	67	33
932 - High-Turnover (Sit-Down) Restaurant	100	100	1	1	55	45
820 - Shopping Center	100	100	1	1	62	38
090 - Park-and-Ride Lot with Bus or Light Rail Service	100	100	1	1	81	19

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing	3	9	0	0	3	9
	12		0		12	
220 - Multifamily Housing (Low-Rise)	12	39	0	0	12	39
	51		0		51	
710 - General Office Building	93	15	0	0	93	15
	108		0		108	
936 - Coffee/Donut Shop without Drive-Through Window	124	119	0	0	124	119
	243		0		243	
930 - Fast Casual Restaurant	7	3	0	0	7	3
	10		0		10	
932 - High-Turnover (Sit-Down) Restaurant	27	22	0	0	27	22
	49		0		49	
820 - Shopping Center	100	61	0	0	100	61
	161		0		161	
090 - Park-and-Ride Lot with Bus or Light Rail Service	15	3	0	0	15	3
	18		0		18	

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

Land Use	Personal Passenger Vehicle		Truck		Other Modes	
	Entry (%)	Exit (%)	Entry (%)	Exit (%)	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	98%	98%	0%	0%	2%	2%
220 - Multifamily Housing (Low-Rise)	98%	98%	0%	0%	2%	2%
710 - General Office Building	98%	98%	0%	0%	2%	2%
936 - Coffee/Donut Shop without Drive-Through Window	98%	98%	0%	0%	2%	2%
930 - Fast Casual Restaurant	98%	98%	0%	0%	2%	2%
932 - High-Turnover (Sit-Down) Restaurant	98%	98%	0%	0%	2%	2%
820 - Shopping Center	98%	98%	0%	0%	2%	2%
090 - Park-and-Ride Lot with Bus or Light Rail Service	100%	100%	0%	0%	0%	0%

OCCUPANCY:

Land Use	Vehicle	
	Entry	Exit
210 - Single-Family Detached Housing	1.00	1.00
220 - Multifamily Housing (Low-Rise)	1.00	1.00
710 - General Office Building	1.00	1.00
936 - Coffee/Donut Shop without Drive-Through Window	1.00	1.00
930 - Fast Casual Restaurant	1.00	1.00
932 - High-Turnover (Sit-Down) Restaurant	1.00	1.00
820 - Shopping Center	1.00	1.00
090 - Park-and-Ride Lot with Bus or Light Rail Service	1.00	1.00

ADJUSTED VEHICLE TRIPS:

Land Use	Entry				Exit			
	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips
210 - Single-Family Detached Housing	3	98%	1.00	3	9	98%	1.00	9
220 - Multifamily Housing (Low-Rise)	12	98%	1.00	12	39	98%	1.00	38
710 - General Office Building	93	98%	1.00	91	15	98%	1.00	15
936 - Coffee/Donut Shop without Drive-Through	124	98%	1.00	122	119	98%	1.00	117
930 - Fast Casual Restaurant	7	98%	1.00	7	3	98%	1.00	3
932 - High-Turnover (Sit-Down) Restaurant	27	98%	1.00	26	22	98%	1.00	22
820 - Shopping Center	100	98%	1.00	98	61	98%	1.00	60
090 - Park-and-Ride Lot with Bus or Light Rail	15	100%	1.00	15	3	100%	1.00	3

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
210 - Single-Family Detached Housing	Residential
220 - Multifamily Housing (Low-Rise)	Residential
710 - General Office Building	Office
936 - Coffee/Donut Shop without Drive-Through Window	Resturant

930 - Fast Casual Restaurant	Resturant
932 - High-Turnover (Sit-Down) Restaurant	Resturant
820 - Shopping Center	Retail
090 - Park-and-Ride Lot with Bus or Light Rail Service	Others

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

Internal Person Trips From	Entry	Exit	Total
220 - Multifamily Housing (Low-Rise)	0	0	0
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	0	1	1
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**0**	**1**	**1**

220 - Multifamily Housing (Low-Rise)

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	1	1
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	1	1
820 - Shopping Center	0	2	2
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**0**	**4**	**4**

710 - General Office Building

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	4	3	8
930 - Fast Casual Restaurant	0	1	1
932 - High-Turnover (Sit-Down) Restaurant	2	2	4
820 - Shopping Center	4	4	8
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**10**	**10**	**20**

936 - Coffee/Donut Shop without Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	0	1
710 - General Office Building	3	4	8
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	3	3	5
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**7**	**7**	**14**

930 - Fast Casual Restaurant

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	0	0	0
710 - General Office Building	1	0	1
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	1	0	1
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**2**	**0**	**2**

932 - High-Turnover (Sit-Down) Restaurant

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	0	1
710 - General Office Building	2	2	4
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
930 - Fast Casual Restaurant	0	0	0
820 - Shopping Center	3	1	4
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**6**	**3**	**9**

820 - Shopping Center

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	1	0	1
220 - Multifamily Housing (Low-Rise)	2	0	2
710 - General Office Building	4	4	8
936 - Coffee/Donut Shop without Drive-Through Window	3	3	5
930 - Fast Casual Restaurant	0	1	1
932 - High-Turnover (Sit-Down) Restaurant	1	3	4
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**11**	**11**	**22**

090 - Park-and-Ride Lot with Bus or Light Rail Service

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	0	0	0
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	0	0	0
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

Total Internal Person Trips	0	1	1
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**1**	**1**
Total External Vehicle Trips	3	8	11
Internal Vehicle Trip Capture	**0%**	**11%**	**8%**

220 - Multifamily Housing (Low-Rise)

Total Internal Person Trips	0	4	4
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**4**	**4**
Total External Vehicle Trips	12	34	46
Internal Vehicle Trip Capture	**0%**	**11%**	**8%**

710 - General Office Building

Total Internal Person Trips	10	10	20
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**10**	**10**	**20**
Total External Vehicle Trips	81	5	86
Internal Vehicle Trip Capture	**11%**	**67%**	**19%**

936 - Coffee/Donut Shop without Drive-Through Window

Total Internal Person Trips	7	7	14
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**7**	**7**	**14**
Total External Vehicle Trips	115	110	225
Internal Vehicle Trip Capture	**6%**	**6%**	**6%**

930 - Fast Casual Restaurant

Total Internal Person Trips	2	0	2
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**2**	**0**	**2**
Total External Vehicle Trips	5	3	8
Internal Vehicle Trip Capture	**29%**	**0%**	**20%**

932 - High-Turnover (Sit-Down) Restaurant

Total Internal Person Trips	6	3	9
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**6**	**3**	**9**
Total External Vehicle Trips	20	19	39
Internal Vehicle Trip Capture	**23%**	**14%**	**19%**

820 - Shopping Center

Total Internal Person Trips	11	11	22
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**11**	**11**	**22**
Total External Vehicle Trips	87	49	136
Internal Vehicle Trip Capture	**11%**	**18%**	**14%**

090 - Park-and-Ride Lot with Bus or Light Rail Service

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	15	3	18
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
210 - Single-Family Detached Housing	3	8	0.00%	0.00%	0	0
220 - Multifamily Housing (Low-Rise)	12	34	0.00%	0.00%	0	0
710 - General Office Building	81	5	0.00%	0.00%	0	0
936 - Coffee/Donut Shop without Drive-Through Window	115	110	43.00%	43.00%	49	47
930 - Fast Casual Restaurant	5	3	0.00%	0.00%	0	0
932 - High-Turnover (Sit-Down) Restaurant	20	19	0.00%	0.00%	0	0
820 - Shopping Center	87	49	0.00%	0.00%	0	0
090 - Park-and-Ride Lot with Bus or Light Rail Service	15	3	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
210 - Single-Family Detached Housing	3	8	11
220 - Multifamily Housing (Low-Rise)	12	34	46
710 - General Office Building	81	5	86
936 - Coffee/Donut Shop without Drive-Through Window	66	63	129
930 - Fast Casual Restaurant	5	3	8
932 - High-Turnover (Sit-Down) Restaurant	20	19	39
820 - Shopping Center	87	49	136
090 - Park-and-Ride Lot with Bus or Light Rail Service	15	3	18

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	381	271	652
Vehicle Trips After Multi-modal Adjustment	374	267	641
Internal Vehicle Trips	36	36	72
External Vehicle Trips	338	231	569
Internal Vehicle Trip Capture	10%	13%	12%
Pass-by Vehicle Trips	49	47	96
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	289	184	473
PPV	289	184	473
Truck	0	0	0

Person Trips by Other Modes	7	4	11

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
210 - Single-Family Detached Housing	General Urban/Suburban	Dwelling Units	17	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	12	7	19
Data Source: Trip Gen Manual, 10th Ed +					Ln(T) =0.96Ln(X) + 0.20	63%	37%	
220 - Multifamily Housing (Low-Rise)	General Urban/Suburban	Dwelling Units	277	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	92	54	146
Data Source: Trip Gen Manual, 10th Ed +					Ln(T) =0.89Ln(X) - 0.02	63%	37%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	100	100	1	1	63	37
220 - Multifamily Housing (Low-Rise)	100	100	1	1	63	37

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing	12	7	0	0	12	7
	19		0		19	
220 - Multifamily Housing (Low-Rise)	92	54	0	0	92	54
	146		0		146	

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

Land Use	Personal Passenger Vehicle		Truck		Other Modes	
	Entry (%)	Exit (%)	Entry (%)	Exit (%)	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	98%	98%	0%	0%	2%	2%
220 - Multifamily Housing (Low-Rise)	98%	98%	0%	0%	2%	2%

OCCUPANCY:

Land Use	Vehicle	
	Entry	Exit
210 - Single-Family Detached Housing	1.00	1.00
220 - Multifamily Housing (Low-Rise)	1.00	1.00

ADJUSTED VEHICLE TRIPS:

Land Use	Entry				Exit			
	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips
210 - Single-Family Detached Housing	12	98%	1.00	12	7	98%	1.00	7
220 - Multifamily Housing (Low-Rise)	92	98%	1.00	90	54	98%	1.00	53

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
210 - Single-Family Detached Housing	Residential
220 - Multifamily Housing (Low-Rise)	Residential

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

220 - Multifamily Housing (Low-Rise)

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

Total Internal Person Trips	0	0	0
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	12	7	19
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

220 - Multifamily Housing (Low-Rise)

Total Internal Person Trips	0	0	0
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	90	53	143
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
210 - Single-Family Detached Housing	12	7	0.00%	0.00%	0	0
220 - Multifamily Housing (Low-Rise)	90	53	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
210 - Single-Family Detached Housing	12	7	19
220 - Multifamily Housing (Low-Rise)	90	53	143

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	104	61	165

Vehicle Trips After Multi-modal Adjustment	102	60	162
Internal Vehicle Trips	0	0	0
External Vehicle Trips	102	60	162
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	102	60	162
PPV	102	60	162
Truck	0	0	0
Person Trips by Other Modes	2	1	3

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
210 - Single-Family Detached Housing	General	Dwelling Units	10	Weekday, Peak Hour of	Best Fit (LOG)	7	4	11
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	Ln(T) =0.96Ln(X) + 0.20	63%	37%	
220 - Multifamily Housing (Low-Rise)	General	Dwelling Units	107	Weekday, Peak Hour of	Best Fit (LOG)	40	23	63
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	Ln(T) =0.89Ln(X) - 0.02	63%	37%	
710 - General Office Building	General	1000 Sq. Ft. GFA	87	Weekday, Peak Hour of	Best Fit (LOG)	16	84	100
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	Ln(T) =0.95Ln(X) + 0.36	16%	84%	
936 - Coffee/Donut Shop without Drive-Through	General	1000 Sq. Ft. GFA	2.4	Weekday, Peak Hour of	Average	44	44	88
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	36.31	50%	50%	
925 - Drinking Place	General	1000 Sq. Ft. GFA	5	Weekday, Peak Hour	Average	37	19	56
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			of Adjacent Street	11.36	66%	34%	
930 - Fast Casual Restaurant	General	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of	Average	39	32	71
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	14.13	55%	45%	
932 - High-Turnover (Sit-Down) Restaurant	General	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of	Average	30	19	49
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	9.77	62%	38%	
820 - Shopping Center	General	1000 Sq. Ft. GLA	20	Weekday, Peak Hour of	Best Fit (LOG)	79	86	165
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	Ln(T) =0.74Ln(X) + 2.89	48%	52%	
090 - Park-and-Ride Lot with Bus or Light Rail	General	Occupied Parking Spaces	10	Weekday, Peak Hour of	Best Fit (LIN)	2	5	7
Data Source: Trip Gen Manual, 10th Ed +	Urban/Suburban			Adjacent Street Traffic,	T = 0.54(X) + 1.67	25%	75%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	100	100	1	1	63	37
220 - Multifamily Housing (Low-Rise)	100	100	1	1	63	37
710 - General Office Building	100	100	1	1	16	84
936 - Coffee/Donut Shop without Drive-Through Window	100	100	1	1	50	50
925 - Drinking Place	100	100	1	1	66	34
930 - Fast Casual Restaurant	100	100	1	1	55	45
932 - High-Turnover (Sit-Down) Restaurant	100	100	1	1	62	38
820 - Shopping Center	100	100	1	1	48	52
090 - Park-and-Ride Lot with Bus or Light Rail Service	100	100	1	1	25	75

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing	7	4	0	0	7	4
	11		0		11	
220 - Multifamily Housing (Low-Rise)	40	23	0	0	40	23
	63		0		63	
710 - General Office Building	16	84	0	0	16	84
	100		0		100	
936 - Coffee/Donut Shop without Drive-Through Window	44	44	0	0	44	44
	88		0		88	
925 - Drinking Place	37	19	0	0	37	19
	56		0		56	
930 - Fast Casual Restaurant	39	32	0	0	39	32
	71		0		71	
932 - High-Turnover (Sit-Down) Restaurant	30	19	0	0	30	19
	49		0		49	
820 - Shopping Center	79	86	0	0	79	86
	165		0		165	
090 - Park-and-Ride Lot with Bus or Light Rail Service	2	5	0	0	2	5
	7		0		7	

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

Land Use	Personal Passenger Vehicle		Truck		Other Modes	
	Entry (%)	Exit (%)	Entry (%)	Exit (%)	Entry (%)	Exit (%)
210 - Single-Family Detached Housing	98%	98%	0%	0%	2%	2%
220 - Multifamily Housing (Low-Rise)	98%	98%	0%	0%	2%	2%
710 - General Office Building	98%	98%	0%	0%	2%	2%
936 - Coffee/Donut Shop without Drive-Through Window	98%	98%	0%	0%	2%	2%
925 - Drinking Place	98%	98%	0%	0%	2%	2%
930 - Fast Casual Restaurant	98%	98%	0%	0%	2%	2%
932 - High-Turnover (Sit-Down) Restaurant	98%	98%	0%	0%	2%	2%
820 - Shopping Center	98%	98%	0%	0%	2%	2%
090 - Park-and-Ride Lot with Bus or Light Rail Service	98%	98%	0%	0%	2%	2%

OCCUPANCY:

Land Use	Vehicle	
	Entry	Exit
210 - Single-Family Detached Housing	1.00	1.00
220 - Multifamily Housing (Low-Rise)	1.00	1.00
710 - General Office Building	1.00	1.00
936 - Coffee/Donut Shop without Drive-Through Window	1.00	1.00
925 - Drinking Place	1.00	1.00
930 - Fast Casual Restaurant	1.00	1.00
932 - High-Turnover (Sit-Down) Restaurant	1.00	1.00
820 - Shopping Center	1.00	1.00
090 - Park-and-Ride Lot with Bus or Light Rail Service	1.00	1.00

ADJUSTED VEHICLE TRIPS:

Land Use	Entry				Exit			
	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips
210 - Single-Family Detached Housing	7	98%	1.00	7	4	98%	1.00	4
220 - Multifamily Housing (Low-Rise)	40	98%	1.00	39	23	98%	1.00	23
710 - General Office Building	16	98%	1.00	16	84	98%	1.00	82
936 - Coffee/Donut Shop without Drive-Through	44	98%	1.00	43	44	98%	1.00	43
925 - Drinking Place	37	98%	1.00	36	19	98%	1.00	19
930 - Fast Casual Restaurant	39	98%	1.00	38	32	98%	1.00	31
932 - High-Turnover (Sit-Down) Restaurant	30	98%	1.00	29	19	98%	1.00	19
820 - Shopping Center	79	98%	1.00	77	86	98%	1.00	84
090 - Park-and-Ride Lot with Bus or Light Rail	2	98%	1.00	2	5	98%	1.00	5

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
210 - Single-Family Detached Housing	Residential
220 - Multifamily Housing (Low-Rise)	Residential
710 - General Office Building	Office
936 - Coffee/Donut Shop without Drive-Through Window	Resturant
925 - Drinking Place	Resturant
930 - Fast Casual Restaurant	Resturant
932 - High-Turnover (Sit-Down) Restaurant	Resturant
820 - Shopping Center	Retail
090 - Park-and-Ride Lot with Bus or Light Rail Service	Others

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

Internal Person Trips From	Entry	Exit	Total
220 - Multifamily Housing (Low-Rise)	0	0	0
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
925 - Drinking Place	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	2	1	2
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**2**	**1**	**3**

220 - Multifamily Housing (Low-Rise)

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
710 - General Office Building	1	0	1
936 - Coffee/Donut Shop without Drive-Through Window	1	1	1
925 - Drinking Place	0	1	1
930 - Fast Casual Restaurant	1	1	1
932 - High-Turnover (Sit-Down) Restaurant	0	1	1
820 - Shopping Center	9	4	13
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**12**	**8**	**20**

710 - General Office Building

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	0	1	1
936 - Coffee/Donut Shop without Drive-Through Window	0	0	1
925 - Drinking Place	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	2	6	8
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**2**	**7**	**9**

936 - Coffee/Donut Shop without Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	1	1
710 - General Office Building	0	0	1
925 - Drinking Place	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	3	4	8
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**4**	**5**	**9**

925 - Drinking Place

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	0	1
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	3	2	5
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**4**	**2**	**6**

930 - Fast Casual Restaurant

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	1	1
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
925 - Drinking Place	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	3	3	6
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**4**	**4**	**8**

932 - High-Turnover (Sit-Down) Restaurant

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	1	0	1
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
925 - Drinking Place	0	0	0
930 - Fast Casual Restaurant	0	0	0
820 - Shopping Center	2	2	4
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**3**	**2**	**5**

820 - Shopping Center

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	1	2	2
220 - Multifamily Housing (Low-Rise)	4	9	13
710 - General Office Building	6	2	8
936 - Coffee/Donut Shop without Drive-Through Window	4	3	8

925 - Drinking Place	2	3	5
930 - Fast Casual Restaurant	3	3	6
932 - High-Turnover (Sit-Down) Restaurant	2	2	4
090 - Park-and-Ride Lot with Bus or Light Rail Service	0	0	0
Total Internal Person Trips	**22**	**24**	**46**

090 - Park-and-Ride Lot with Bus or Light Rail Service

Internal Person Trips From	Entry	Exit	Total
210 - Single-Family Detached Housing	0	0	0
220 - Multifamily Housing (Low-Rise)	0	0	0
710 - General Office Building	0	0	0
936 - Coffee/Donut Shop without Drive-Through Window	0	0	0
925 - Drinking Place	0	0	0
930 - Fast Casual Restaurant	0	0	0
932 - High-Turnover (Sit-Down) Restaurant	0	0	0
820 - Shopping Center	0	0	0
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

Total Internal Person Trips	2	1	3
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**2**	**1**	**3**
Total External Vehicle Trips	5	3	8
Internal Vehicle Trip Capture	**29%**	**25%**	**27%**

220 - Multifamily Housing (Low-Rise)

Total Internal Person Trips	12	8	20
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**12**	**8**	**20**
Total External Vehicle Trips	27	15	42
Internal Vehicle Trip Capture	**31%**	**35%**	**32%**

710 - General Office Building

Total Internal Person Trips	2	7	9
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**2**	**7**	**9**
Total External Vehicle Trips	14	75	89
Internal Vehicle Trip Capture	**12%**	**9%**	**9%**

936 - Coffee/Donut Shop without Drive-Through Window

Total Internal Person Trips	4	5	9
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**4**	**5**	**9**
Total External Vehicle Trips	39	38	77
Internal Vehicle Trip Capture	**9%**	**12%**	**10%**

925 - Drinking Place

Total Internal Person Trips	4	2	6
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**4**	**2**	**6**
Total External Vehicle Trips	32	17	49
Internal Vehicle Trip Capture	**11%**	**11%**	**11%**

930 - Fast Casual Restaurant

Total Internal Person Trips	4	4	8
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**4**	**4**	**8**
Total External Vehicle Trips	34	27	61
Internal Vehicle Trip Capture	**11%**	**13%**	**12%**

932 - High-Turnover (Sit-Down) Restaurant

Total Internal Person Trips	3	2	5
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**3**	**2**	**5**
Total External Vehicle Trips	26	17	43
Internal Vehicle Trip Capture	**10%**	**11%**	**10%**

820 - Shopping Center

Total Internal Person Trips	22	24	46
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**22**	**24**	**46**
Total External Vehicle Trips	55	60	115
Internal Vehicle Trip Capture	**29%**	**29%**	**29%**

090 - Park-and-Ride Lot with Bus or Light Rail Service

Total Internal Person Trips	0	0	0
Vehicle Mode Share	98%	98%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	2	5	7
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit

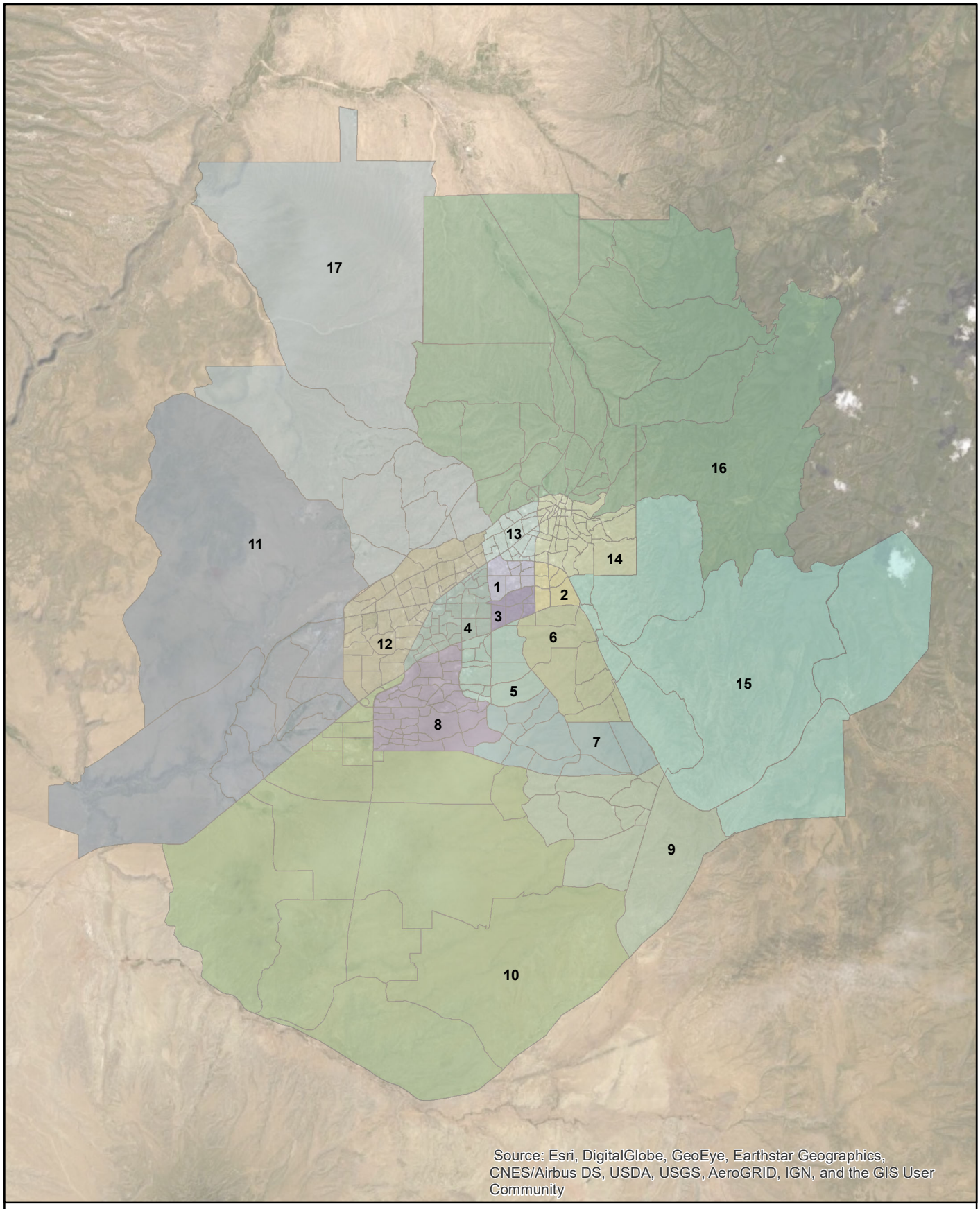
210 - Single-Family Detached Housing	5	3	0.00%	0.00%	0	0
220 - Multifamily Housing (Low-Rise)	27	15	0.00%	0.00%	0	0
710 - General Office Building	14	75	0.00%	0.00%	0	0
936 - Coffee/Donut Shop without Drive-Through Window	39	38	34.00%	34.00%	13	13
925 - Drinking Place	32	17	0.00%	0.00%	0	0
930 - Fast Casual Restaurant	34	27	43.00%	43.00%	15	12
932 - High-Turnover (Sit-Down) Restaurant	26	17	43.00%	43.00%	11	7
820 - Shopping Center	55	60	34.00%	34.00%	19	20
090 - Park-and-Ride Lot with Bus or Light Rail Service	2	5	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
210 - Single-Family Detached Housing	5	3	8
220 - Multifamily Housing (Low-Rise)	27	15	42
710 - General Office Building	14	75	89
936 - Coffee/Donut Shop without Drive-Through Window	26	25	51
925 - Drinking Place	32	17	49
930 - Fast Casual Restaurant	19	15	34
932 - High-Turnover (Sit-Down) Restaurant	15	10	25
820 - Shopping Center	36	40	76
090 - Park-and-Ride Lot with Bus or Light Rail Service	2	5	7

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	294	316	610
Vehicle Trips After Multi-modal Adjustment	287	310	597
Internal Vehicle Trips	53	53	106
External Vehicle Trips	234	257	491
Internal Vehicle Trip Capture	18%	17%	18%
Pass-by Vehicle Trips	58	52	110
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	176	205	381
PPV	176	205	381
Truck	0	0	0
Person Trips by Other Modes	7	6	13



Bohannan Huston
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N
W E
S

0 11,500 23,000
Feet
1 in = 23,791 ft

Zia Station

Santa Fe Region Subareas

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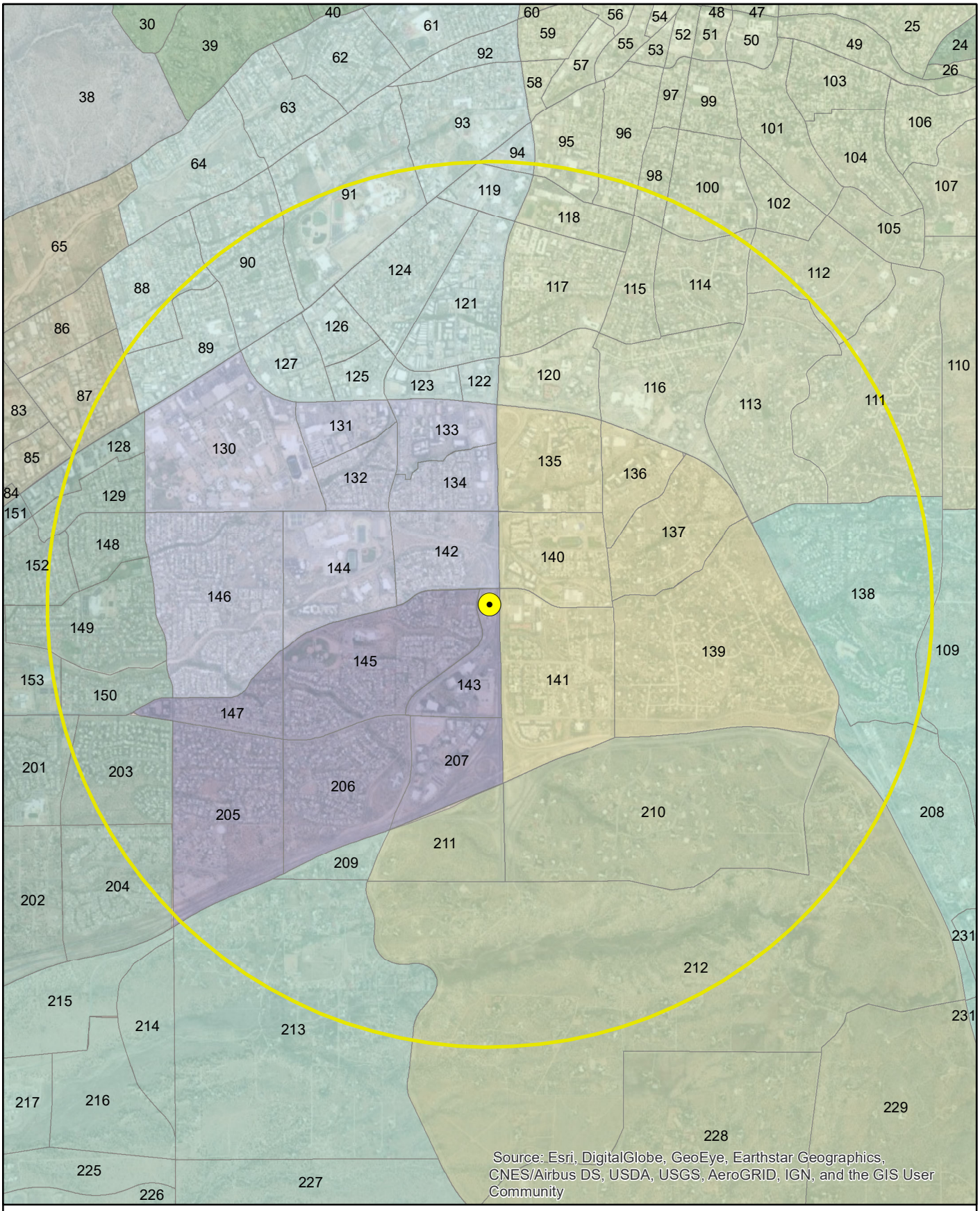
Author: mbishop

November 2020



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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N W E S

0 1,600 3,200 Feet
1 in = 3,182 ft

Zia Station

Santa Fe Region Traffic Analysis Zones

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Author: mbishop

November 2020

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	Dwelling Units 2040	Dwelling Units 2019	DISTANCE (D)	DU./DIST. 2019	% 2019	St. Francis - To/From North % Utilizing	St. Francis - To/From North % DU/D Dist. Utilizing	St. Francis - To/From North EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%	50%	4.94%	1,183
2	1,567	1,587	1,570	0.66	2,379	9.95%	25%	2.49%	595
3	1,896	1,996	1,911	0.94	2,033	8.50%			
4	4,527	6,676	4,845	2.83	1,712	7.16%			
5	628	1,640	778	2.96	263	1.10%			
6	753	878	772	2.88	268	1.12%			
7	0	0	0	5.29	0	0.00%			
8	1,365	2,947	1,599	5.37	298	1.25%			
9	3,141	3,176	3,146	9.08	346	1.45%			
10	2,341	2,866	2,419	9.38	258	1.08%			
11	1,269	1,539	1,309	9.08	144	0.60%			
12	11,339	16,891	12,162	4.55	2,673	11.18%	20%	2.24%	535
13	5,573	5,688	5,590	1.92	2,911	12.17%	80%	9.74%	2,329
14	8,102	8,102	8,102	2.49	3,254	13.60%	70%	9.52%	2,278
15	1,903	1,903	1,903	4.93	386	1.61%			
16	8,407	8,875	8,476	5.91	1,434	6.00%	100%	6.00%	1,434
17	1,709	2,060	1,761	8.37	210	0.88%	50%	0.44%	105
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%			
TOTALS =	417,653	509,588	431,273		23,917	100%		35%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	Dwelling Units 2040	Dwelling Units 2019	DISTANCE (D)	DU./DIST. 2019	% 2019	St. Francis - To/From South % Utilizing	St. Francis - To/From South % DU/D Dist. Utilizing	St. Francis - To/From South EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%			
2	1,567	1,587	1,570	0.66	2,379	9.95%	10%	0.99%	238
3	1,896	1,996	1,911	0.94	2,033	8.50%			
4	4,527	6,676	4,845	2.83	1,712	7.16%	20%	1.43%	342
5	628	1,640	778	2.96	263	1.10%			
6	753	878	772	2.88	268	1.12%	100%	1.12%	
7	0	0	0	5.29	0	0.00%	100%	0.00%	0
8	1,365	2,947	1,599	5.37	298	1.25%	40%	0.50%	119
9	3,141	3,176	3,146	9.08	346	1.45%	100%	1.45%	346
10	2,341	2,866	2,419	9.38	258	1.08%	40%	0.43%	103
11	1,269	1,539	1,309	9.08	144	0.60%	50%	0.30%	72
12	11,339	16,891	12,162	4.55	2,673	11.18%	20%	2.24%	
13	5,573	5,688	5,590	1.92	2,911	12.17%			
14	8,102	8,102	8,102	2.49	3,254	13.60%			
15	1,903	1,903	1,903	4.93	386	1.61%	100%	1.61%	386
16	8,407	8,875	8,476	5.91	1,434	6.00%			
17	1,709	2,060	1,761	8.37	210	0.88%			
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%	100%	12.47%	2,982
TOTALS =	417,653	509,588	431,273		23,917	100%		23% Round down to 22	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	Dwelling Units 2040	Dwelling Units 2019	DISTANCE (D)	DU./DIST. 2019	% 2019	Zia - To/From West % Utilizing	Zia - To/From West % DU/D Dist. Utilizing	Zia - To/From West EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%	50%	4.94%	1,183
2	1,567	1,587	1,570	0.66	2,379	9.95%			
3	1,896	1,996	1,911	0.94	2,033	8.50%	40%	3.40%	813
4	4,527	6,676	4,845	2.83	1,712	7.16%	50%	3.58%	856
5	628	1,640	778	2.96	263	1.10%	70%	0.77%	184
6	753	878	772	2.88	268	1.12%			
7	0	0	0	5.29	0	0.00%			
8	1,365	2,947	1,599	5.37	298	1.25%	60%	0.75%	179
9	3,141	3,176	3,146	9.08	346	1.45%			
10	2,341	2,866	2,419	9.38	258	1.08%	60%	0.65%	155
11	1,269	1,539	1,309	9.08	144	0.60%	50%	0.30%	72
12	11,339	16,891	12,162	4.55	2,673	11.18%	40%	4.47%	1,069
13	5,573	5,688	5,590	1.92	2,911	12.17%	20%	2.43%	582
14	8,102	8,102	8,102	2.49	3,254	13.60%			
15	1,903	1,903	1,903	4.93	386	1.61%			
16	8,407	8,875	8,476	5.91	1,434	6.00%			
17	1,709	2,060	1,761	8.37	210	0.88%	50%	0.44%	105
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%			
TOTALS =	417,653	509,588	431,273		23,917	100%		22%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	2040	2019	DISTANCE (D)	DU./DIST. 2019	% 2019	Zia - To/From East % Utilizing	% DU/D Dist. Utilizing	EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%			
2	1,567	1,587	1,570	0.66	2,379	9.95%	35%	3.48%	833
3	1,896	1,996	1,911	0.94	2,033	8.50%			
4	4,527	6,676	4,845	2.83	1,712	7.16%			
5	628	1,640	778	2.96	263	1.10%			
6	753	878	772	2.88	268	1.12%			
7	0	0	0	5.29	0	0.00%			
8	1,365	2,947	1,599	5.37	298	1.25%			
9	3,141	3,176	3,146	9.08	346	1.45%			
10	2,341	2,866	2,419	9.38	258	1.08%			
11	1,269	1,539	1,309	9.08	144	0.60%			
12	11,339	16,891	12,162	4.55	2,673	11.18%			
13	5,573	5,688	5,590	1.92	2,911	12.17%			
14	8,102	8,102	8,102	2.49	3,254	13.60%	30%	4.08%	976
15	1,903	1,903	1,903	4.93	386	1.61%			
16	8,407	8,875	8,476	5.91	1,434	6.00%			
17	1,709	2,060	1,761	8.37	210	0.88%			
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%			
TOTALS =	417,653	509,588	431,273		23,917	100%		8%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	Dwelling Units 2040	Dwelling Units 2019	DISTANCE (D)	DU./DIST. 2019	% 2019	Rodeo - To/From West % Utilizing	Rodeo - To/From West % DU/D Dist. Utilizing	Rodeo - To/From West EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%			
2	1,567	1,587	1,570	0.66	2,379	9.95%			
3	1,896	1,996	1,911	0.94	2,033	8.50%	60%	5.10%	1,220
4	4,527	6,676	4,845	2.83	1,712	7.16%	30%	2.15%	514
5	628	1,640	778	2.96	263	1.10%	30%	0.33%	79
6	753	878	772	2.88	268	1.12%			
7	0	0	0	5.29	0	0.00%			
8	1,365	2,947	1,599	5.37	298	1.25%			
9	3,141	3,176	3,146	9.08	346	1.45%			
10	2,341	2,866	2,419	9.38	258	1.08%			
11	1,269	1,539	1,309	9.08	144	0.60%			
12	11,339	16,891	12,162	4.55	2,673	11.18%	20%	2.24%	535
13	5,573	5,688	5,590	1.92	2,911	12.17%			
14	8,102	8,102	8,102	2.49	3,254	13.60%			
15	1,903	1,903	1,903	4.93	386	1.61%			
16	8,407	8,875	8,476	5.91	1,434	6.00%			
17	1,709	2,060	1,761	8.37	210	0.88%			
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%			
TOTALS =	417,653	509,588	431,273		23,917	100%		10%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	Dwelling Units 2040	Dwelling Units 2019	DISTANCE (D)	DU./DIST. 2019	% 2019	Rodeo - To/From East % Utilizing	Rodeo - To/From East % DU/D Dist. Utilizing	Rodeo - To/From East EMP/Dist
1	2,164	2,244	2,176	0.92	2,365	9.89%			
2	1,567	1,587	1,570	0.66	2,379	9.95%	30%	2.98%	714
3	1,896	1,996	1,911	0.94	2,033	8.50%			
4	4,527	6,676	4,845	2.83	1,712	7.16%			
5	628	1,640	778	2.96	263	1.10%			
6	753	878	772	2.88	268	1.12%			
7	0	0	0	5.29	0	0.00%			
8	1,365	2,947	1,599	5.37	298	1.25%			
9	3,141	3,176	3,146	9.08	346	1.45%			
10	2,341	2,866	2,419	9.38	258	1.08%			
11	1,269	1,539	1,309	9.08	144	0.60%			
12	11,339	16,891	12,162	4.55	2,673	11.18%			
13	5,573	5,688	5,590	1.92	2,911	12.17%			
14	8,102	8,102	8,102	2.49	3,254	13.60%			
15	1,903	1,903	1,903	4.93	386	1.61%			
16	8,407	8,875	8,476	5.91	1,434	6.00%			
17	1,709	2,060	1,761	8.37	210	0.88%			
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%			
TOTALS =	417,653	509,588	431,273		23,917	100%		3%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION EMPLOYMENT TRIP DISTRIBUTION
DWELLING UNIT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Dwelling Units 2015	2040	2019	DISTANCE (D)	DU./DIST. 2019	% 2019		
1	2,164	2,244	2,176	0.92	2,365	9.89%	9.89%	100%
2	1,567	1,587	1,570	0.66	2,379	9.95%	9.95%	100%
3	1,896	1,996	1,911	0.94	2,033	8.50%	8.50%	100%
4	4,527	6,676	4,845	2.83	1,712	7.16%	7.16%	100%
5	628	1,640	778	2.96	263	1.10%	1.10%	100%
6	753	878	772	2.88	268	1.12%	1.12%	100%
7	0	0	0	5.29	0	0.00%	0.00%	100%
8	1,365	2,947	1,599	5.37	298	1.25%	1.25%	100%
9	3,141	3,176	3,146	9.08	346	1.45%	1.45%	100%
10	2,341	2,866	2,419	9.38	258	1.08%	1.08%	100%
11	1,269	1,539	1,309	9.08	144	0.60%	0.60%	100%
12	11,339	16,891	12,162	4.55	2,673	11.18%	11.18%	100%
13	5,573	5,688	5,590	1.92	2,911	12.17%	12.17%	100%
14	8,102	8,102	8,102	2.49	3,254	13.60%	13.60%	100%
15	1,903	1,903	1,903	4.93	386	1.61%	1.61%	100%
16	8,407	8,875	8,476	5.91	1,434	6.00%	6.00%	100%
17	1,709	2,060	1,761	8.37	210	0.88%	0.88%	100%
ABQ	360,969	440,520	372,754	125.00	2,982	12.47%	12.47%	100%
							100.00%	
TOTALS =	417,653	509,588	431,273		23,917	100%	100.00%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	St. Francis - To/From North % Utilizing	St. Francis - To/From North % Employment/D Dist. Utilizing	St. Francis - To/From North EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%	50%	6.38%	1,803
2	1,986	1,822	1,962	0.66	2,972	10.52%	25%	2.63%	743
3	1,298	1,776	1,369	0.94	1,456	5.15%			
4	4,183	8,318	4,796	2.83	1,695	6.00%			
5	325	417	339	2.96	114	0.40%			
6	248	345	262	2.88	91	0.32%			
7	42	38	41	5.29	8	0.03%			
8	1,350	1,792	1,415	5.37	264	0.93%			
9	655	654	655	9.08	72	0.26%			
10	1,082	1,094	1,084	9.38	116	0.41%			
11	399	1,984	634	9.08	70	0.25%			
12	6,827	8,904	7,135	4.55	1,568	5.55%	20%	1.11%	314
13	5,956	4,456	5,734	1.92	2,986	10.57%	80%	8.45%	2,389
14	23,927	18,392	23,107	2.49	9,280	32.83%	70%	22.98%	6,496
15	552	551	552	4.93	112	0.40%			
16	2,748	2,613	2,728	5.91	462	1.63%	100%	1.63%	462
17	326	376	333	8.37	40	0.14%	50%	0.07%	20
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%			
TOTALS =	467,440	516,093	474,648		28,265	100.00%		43%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	St. Francis - To/From South % Employment/D % Utilizing	St. Francis - To/From South % Employment/D Dist. Utilizing	St. Francis - To/From South % Employment/D EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%			
2	1,986	1,822	1,962	0.66	2,972	10.52%	10%	1.05%	297
3	1,298	1,776	1,369	0.94	1,456	5.15%			
4	4,183	8,318	4,796	2.83	1,695	6.00%	20%	1.20%	339
5	325	417	339	2.96	114	0.40%			
6	248	345	262	2.88	91	0.32%	100%	0.32%	91
7	42	38	41	5.29	8	0.03%	100%	0.03%	8
8	1,350	1,792	1,415	5.37	264	0.93%	40%	0.37%	105
9	655	654	655	9.08	72	0.26%	100%	0.26%	72
10	1,082	1,094	1,084	9.38	116	0.41%	40%	0.16%	46
11	399	1,984	634	9.08	70	0.25%	50%	0.12%	35
12	6,827	8,904	7,135	4.55	1,568	5.55%	20%	1.11%	314
13	5,956	4,456	5,734	1.92	2,986	10.57%			
14	23,927	18,392	23,107	2.49	9,280	32.83%			
15	552	551	552	4.93	112	0.40%	100%	0.40%	112
16	2,748	2,613	2,728	5.91	462	1.63%			
17	326	376	333	8.37	40	0.14%			
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%	100%	11.86%	3,353
TOTALS =	467,440	516,093	474,648		28,265	100.00%		17%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	Zia - To/From West % Utilizing	Zia - To/From West % Employment/D Dist. Utilizing	Zia - To/From West EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%	50%	6.38%	1,803
2	1,986	1,822	1,962	0.66	2,972	10.52%			
3	1,298	1,776	1,369	0.94	1,456	5.15%	40%	2.06%	582
4	4,183	8,318	4,796	2.83	1,695	6.00%	50%	3.00%	847
5	325	417	339	2.96	114	0.40%	70%	0.28%	80
6	248	345	262	2.88	91	0.32%			
7	42	38	41	5.29	8	0.03%			
8	1,350	1,792	1,415	5.37	264	0.93%	60%	0.56%	158
9	655	654	655	9.08	72	0.26%			
10	1,082	1,094	1,084	9.38	116	0.41%	60%	0.25%	69
11	399	1,984	634	9.08	70	0.25%	50%	0.12%	35
12	6,827	8,904	7,135	4.55	1,568	5.55%	40%	2.22%	627
13	5,956	4,456	5,734	1.92	2,986	10.57%	20%	2.11%	597
14	23,927	18,392	23,107	2.49	9,280	32.83%			
15	552	551	552	4.93	112	0.40%			
16	2,748	2,613	2,728	5.91	462	1.63%			
17	326	376	333	8.37	40	0.14%	50%	0.07%	20
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%			
TOTALS =	467,440	516,093	474,648		28,265	100.00%		17%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	Zia - To/From East % Utilizing	Zia - To/From East % Employment/D Dist. Utilizing	Zia - To/From East EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%			
2	1,986	1,822	1,962	0.66	2,972	10.52%	35%	3.68%	1,040
3	1,298	1,776	1,369	0.94	1,456	5.15%			
4	4,183	8,318	4,796	2.83	1,695	6.00%			
5	325	417	339	2.96	114	0.40%			
6	248	345	262	2.88	91	0.32%			
7	42	38	41	5.29	8	0.03%			
8	1,350	1,792	1,415	5.37	264	0.93%			
9	655	654	655	9.08	72	0.26%			
10	1,082	1,094	1,084	9.38	116	0.41%			
11	399	1,984	634	9.08	70	0.25%			
12	6,827	8,904	7,135	4.55	1,568	5.55%			
13	5,956	4,456	5,734	1.92	2,986	10.57%			
14	23,927	18,392	23,107	2.49	9,280	32.83%	30%	9.85%	2,784
15	552	551	552	4.93	112	0.40%			
16	2,748	2,613	2,728	5.91	462	1.63%			
17	326	376	333	8.37	40	0.14%			
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%			
TOTALS =	467,440	516,093	474,648		28,265	100.00%		14%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	Rodeo - To/From West % Utilizing	Rodeo - To/From West % Employment/D Dist. Utilizing	Rodeo - To/From West EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%			
2	1,986	1,822	1,962	0.66	2,972	10.52%			
3	1,298	1,776	1,369	0.94	1,456	5.15%	60%	3.09%	874
4	4,183	8,318	4,796	2.83	1,695	6.00%	30%	1.80%	508
5	325	417	339	2.96	114	0.40%	30%	0.12%	34
6	248	345	262	2.88	91	0.32%			
7	42	38	41	5.29	8	0.03%			
8	1,350	1,792	1,415	5.37	264	0.93%			
9	655	654	655	9.08	72	0.26%			
10	1,082	1,094	1,084	9.38	116	0.41%			
11	399	1,984	634	9.08	70	0.25%			
12	6,827	8,904	7,135	4.55	1,568	5.55%	20%	1.11%	314
13	5,956	4,456	5,734	1.92	2,986	10.57%			
14	23,927	18,392	23,107	2.49	9,280	32.83%			
15	552	551	552	4.93	112	0.40%			
16	2,748	2,613	2,728	5.91	462	1.63%			
17	326	376	333	8.37	40	0.14%			
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%			
TOTALS =	467,440	516,093	474,648		28,265	100.00%		6%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019	Rodeo - To/From East % Utilizing	Rodeo - To/From East % Employment/ Dist. Utilizing	Rodeo - To/From East EMP/Dist
1	3,453	2,540	3,318	0.92	3,606	12.76%			
2	1,986	1,822	1,962	0.66	2,972	10.52%	30%	3.15%	892
3	1,298	1,776	1,369	0.94	1,456	5.15%			
4	4,183	8,318	4,796	2.83	1,695	6.00%			
5	325	417	339	2.96	114	0.40%			
6	248	345	262	2.88	91	0.32%			
7	42	38	41	5.29	8	0.03%			
8	1,350	1,792	1,415	5.37	264	0.93%			
9	655	654	655	9.08	72	0.26%			
10	1,082	1,094	1,084	9.38	116	0.41%			
11	399	1,984	634	9.08	70	0.25%			
12	6,827	8,904	7,135	4.55	1,568	5.55%			
13	5,956	4,456	5,734	1.92	2,986	10.57%			
14	23,927	18,392	23,107	2.49	9,280	32.83%			
15	552	551	552	4.93	112	0.40%			
16	2,748	2,613	2,728	5.91	462	1.63%			
17	326	376	333	8.37	40	0.14%			
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%			
TOTALS =	467,440	516,093	474,648		28,265	100.00%		3%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION RESIDENTIAL TRIP DISTRIBUTION
EMPLOYMENT BY AGGREGATED TAZ
2019

Aggregated TAZ's	Employees 2015	Employees 2040	Employees 2019	DISTANCE (D)	EMP./DIST. 2019	% 2019		
1	3,453	2,540	3,318	0.92	3,606	12.76%	12.76%	100%
2	1,986	1,822	1,962	0.66	2,972	10.52%	10.52%	100%
3	1,298	1,776	1,369	0.94	1,456	5.15%	5.15%	100%
4	4,183	8,318	4,796	2.83	1,695	6.00%	6.00%	100%
5	325	417	339	2.96	114	0.40%	0.40%	100%
6	248	345	262	2.88	91	0.32%	0.32%	100%
7	42	38	41	5.29	8	0.03%	0.03%	100%
8	1,350	1,792	1,415	5.37	264	0.93%	0.93%	100%
9	655	654	655	9.08	72	0.26%	0.26%	100%
10	1,082	1,094	1,084	9.38	116	0.41%	0.41%	100%
11	399	1,984	634	9.08	70	0.25%	0.25%	100%
12	6,827	8,904	7,135	4.55	1,568	5.55%	5.55%	100%
13	5,956	4,456	5,734	1.92	2,986	10.57%	10.57%	100%
14	23,927	18,392	23,107	2.49	9,280	32.83%	32.83%	100%
15	552	551	552	4.93	112	0.40%	0.40%	100%
16	2,748	2,613	2,728	5.91	462	1.63%	1.63%	100%
17	326	376	333	8.37	40	0.14%	0.14%	100%
ABQ	412,083	460,021	419,185	125.00	3,353	11.86%	11.86%	100%
							100.00%	
TOTALS =	467,440	516,093	474,648		28,265	100.00%	100.00%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ABQ values from MRCOG 2040 Forecasts - Distance adjusted to reflect estimated percentage from Albuquerque

ZIA STATION TOD AREA RETAIL TRIP DISTRIBUTION
DWELLING UNIT BY LOCAL TAZ - 2-MILE RADIUS
2019

Local TAZ	% of TAZ In Study Area	2015 DU's In TAZ	2040 DU's In TAZ	2019 DU's In Study Area	% DU's In Study Area	St. Francis - To/From North % Utilizing	% Dist. Utilizing	DU	St. Francis - To/From South % Utilizing	% Dist. Utilizing	DU
29	0.14	265	265	0	0.00%				100%	0.00%	0
53	17.05	633	633	108	0.97%						
54	10.51	485	485	51	0.46%	100%	0.46%	51			
55	21.07	203	203	43	0.38%	100%	0.38%	43			
57	53.33	281	281	150	1.34%	100%	1.34%	150			
58	23.87	4	4	1	0.01%	100%	0.01%	1			
60	30.90	112	112	35	0.31%						
61	19.77	147	147	29	0.26%						
63	100.00	0	0	0	0.00%	100%	0.00%	0			
65	61.66	572	572	353	3.16%	75%	2.37%	265			
66	100.00	118	118	118	1.06%	50%	0.53%	59			
69	100.00	438	438	438	3.93%	100%	3.93%	438			
70	20.38	448	548	94	0.85%						
71	100.00	379	379	379	3.40%	100%	3.40%	379			
72	17.34	61	61	11	0.09%						
73	100.00	114	114	114	1.02%	25%	0.26%	29			
74	100.00	655	655	655	5.88%	75%	4.41%	491			
75	97.51	99	99	97	0.87%	25%	0.22%	24			
77	49.11	236	236	116	1.04%				100%	1.04%	116
80	100.00	350	350	350	3.14%	60%	1.88%	210			
81	100.00	267	428	291	2.61%	70%	1.83%	204			
82	100.00	318	318	318	2.85%				40%	1.14%	127
83	100.00	291	291	291	2.61%	50%	1.31%	146			
84	100.00	101	101	101	0.91%	50%	0.45%	51			
85	30.10	145	145	44	0.39%						
86	100.00	79	79	79	0.71%	100%	0.71%	79			
90	100.00	28	48	31	0.28%						
91	100.00	73	73	73	0.65%	100%	0.65%	73			
92	34.57	929	930	321	2.88%						
94	100.00	27	203	53	0.48%	80%	0.38%	42			
95	100.00	258	657	317	2.84%	100%	2.84%	317			
97	100.00	64	64	64	0.57%	80%	0.46%	51			
98	77.33	212	547	202	1.81%						
100	100.00	179	179	179	1.61%						
101	100.00	76	379	121	1.08%						
103	94.58	397	397	375	3.37%				30%	1.01%	113
105	100.00	845	865	848	7.61%						
106	100.00	677	677	677	6.07%						
107	100.00	247	471	280	2.51%						
108	100.00	594	594	594	5.33%	20%	1.07%	119			
109	25.22	434	434	109	0.98%						
112	100.00	0	0	0	0.00%						
113	100.00	831	881	838	7.52%						
114	100.00	371	371	371	3.33%						
115	100.00	330	330	330	2.96%						
118	23.80	59	59	14	0.13%				50%	0.06%	7
120	50.40	106	106	53	0.48%				100%	0.48%	53
121	100.00	347	347	347	3.11%						
122	36.36	251	251	91	0.82%						
123	4.43	245	272	11	0.10%						
127	99.60	388	438	394	3.53%						
170	100.00	2	127	21	0.18%				100%	0.18%	21
171	100.00	158	158	158	1.42%				100%	1.42%	158
234	100.00	9	9	9	0.08%				100%	0.08%	9
304	0.02	0	0	0	0.00%				100%	0.00%	0
TOTALS =		14,938	16,929	11,147	100.00%		29%			5%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ZIA STATION TOD AREA RETAIL TRIP DISTRIBUTION
DWELLING UNIT BY LOCAL TAZ - 2-MILE RADIUS
2019

Local TAZ	% of TAZ In Study Area	2015 DU's In TAZ	2040 DU's In TAZ	2019 DU's In Study Area	% DU's In Study Area	Zia - To/From West % Utilizing	% Dist. Utilizing	DU	Zia - To/From East % Utilizing	% Dist. Utilizing	DU
29	0.14	265	265	0	0.00%						
53	17.05	633	633	108	0.97%				100%	0.97%	108
54	10.51	485	485	51	0.46%						
55	21.07	203	203	43	0.38%						
57	53.33	281	281	150	1.34%						
58	23.87	4	4	1	0.01%						
60	30.90	112	112	35	0.31%				100%	0.31%	35
61	19.77	147	147	29	0.26%				100%	0.26%	29
63	100.00	0	0	0	0.00%						
65	61.66	572	572	353	3.16%	25%	0.79%	88			
66	100.00	118	118	118	1.06%				50%	0.53%	59
69	100.00	438	438	438	3.93%						
70	20.38	448	548	94	0.85%	100%	0.85%	94			
71	100.00	379	379	379	3.40%						
72	17.34	61	61	11	0.09%				100%	0.09%	11
73	100.00	114	114	114	1.02%				75%	0.77%	86
74	100.00	655	655	655	5.88%				25%	1.47%	164
75	97.51	99	99	97	0.87%				75%	0.65%	72
77	49.11	236	236	116	1.04%						
80	100.00	350	350	350	3.14%	40%	1.26%	140			
81	100.00	267	428	291	2.61%	30%	0.78%	87			
82	100.00	318	318	318	2.85%				60%	1.71%	191
83	100.00	291	291	291	2.61%	50%	1.31%	146			
84	100.00	101	101	101	0.91%				50%	0.45%	51
85	30.10	145	145	44	0.39%	100%	0.39%	44			
86	100.00	79	79	79	0.71%						
90	100.00	28	48	31	0.28%	100%	0.28%	31			
91	100.00	73	73	73	0.65%						
92	34.57	929	930	321	2.88%	30%	0.86%	96			
94	100.00	27	203	53	0.48%	20%	0.10%	11			
95	100.00	258	657	317	2.84%						
97	100.00	64	64	64	0.57%				20%	0.11%	13
98	77.33	212	547	202	1.81%	100%	1.81%	202			
100	100.00	179	179	179	1.61%				100%	1.61%	179
101	100.00	76	379	121	1.08%				50%	0.54%	60
103	94.58	397	397	375	3.37%						
105	100.00	845	865	848	7.61%	100%	7.61%	848			
106	100.00	677	677	677	6.07%	100%	6.07%	677			
107	100.00	247	471	280	2.51%	100%	2.51%	280			
108	100.00	594	594	594	5.33%				80%	4.26%	475
109	25.22	434	434	109	0.98%	50%	0.49%	55			
112	100.00	0	0	0	0.00%						
113	100.00	831	881	838	7.52%	50%	3.76%	419			
114	100.00	371	371	371	3.33%				50%	1.66%	186
115	100.00	330	330	330	2.96%	50%	1.48%	165			
118	23.80	59	59	14	0.13%						
120	50.40	106	106	53	0.48%						
121	100.00	347	347	347	3.11%						
122	36.36	251	251	91	0.82%						
123	4.43	245	272	11	0.10%	50%	0.05%	6			
127	99.60	388	438	394	3.53%						
170	100.00	2	127	21	0.18%						
171	100.00	158	158	158	1.42%						
234	100.00	9	9	9	0.08%						
304	0.02	0	0	0	0.00%						
TOTALS =		14,938	16,929	11,147	100.00%		30%			15% Round up to 16	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ZIA STATION TOD AREA RETAIL TRIP DISTRIBUTION
DWELLING UNIT BY LOCAL TAZ - 2-MILE RADIUS
2019

Local TAZ	% of TAZ In Study Area	2015 DU's In TAZ	2040 DU's In TAZ	2019 DU's In Study Area	% DU's In Study Area	Rodeo - To/From West % Utilizing	Rodeo - To/From West % Dist. Utilizing	Rodeo - To/From West DU	Rodeo - To/From East % Utilizing	Rodeo - To/From East % Dist. Utilizing	Rodeo - To/From East EMP/Dist
29	0.14	265	265	0	0.00%						
53	17.05	633	633	108	0.97%						
54	10.51	485	485	51	0.46%						
55	21.07	203	203	43	0.38%						
57	53.33	281	281	150	1.34%						
58	23.87	4	4	1	0.01%						
60	30.90	112	112	35	0.31%						
61	19.77	147	147	29	0.26%						
63	100.00	0	0	0	0.00%						
65	61.66	572	572	353	3.16%						
66	100.00	118	118	118	1.06%						
69	100.00	438	438	438	3.93%						
70	20.38	448	548	94	0.85%						
71	100.00	379	379	379	3.40%						
72	17.34	61	61	11	0.09%						
73	100.00	114	114	114	1.02%						
74	100.00	655	655	655	5.88%						
75	97.51	99	99	97	0.87%						
77	49.11	236	236	116	1.04%						
80	100.00	350	350	350	3.14%						
81	100.00	267	428	291	2.61%						
82	100.00	318	318	318	2.85%						
83	100.00	291	291	291	2.61%						
84	100.00	101	101	101	0.91%						
85	30.10	145	145	44	0.39%						
86	100.00	79	79	79	0.71%						
90	100.00	28	48	31	0.28%						
91	100.00	73	73	73	0.65%						
92	34.57	929	930	321	2.88%	70%	2.02%	225			
94	100.00	27	203	53	0.48%						
95	100.00	258	657	317	2.84%						
97	100.00	64	64	64	0.57%						
98	77.33	212	547	202	1.81%						
100	100.00	179	179	179	1.61%						
101	100.00	76	379	121	1.08%				50%	0.54%	60
103	94.58	397	397	375	3.37%				70%	2.36%	263
105	100.00	845	865	848	7.61%						
106	100.00	677	677	677	6.07%						
107	100.00	247	471	280	2.51%						
108	100.00	594	594	594	5.33%						
109	25.22	434	434	109	0.98%	50%	0.49%	55			
112	100.00	0	0	0	0.00%	100%	0.00%	0			
113	100.00	831	881	838	7.52%	50%	3.76%	419			
114	100.00	371	371	371	3.33%				50%	1.66%	186
115	100.00	330	330	330	2.96%	50%	1.48%	165			
118	23.80	59	59	14	0.13%				50%	0.06%	7
120	50.40	106	106	53	0.48%						
121	100.00	347	347	347	3.11%	100%	3.11%	347			
122	36.36	251	251	91	0.82%	100%	0.82%	91			
123	4.43	245	272	11	0.10%	50%	0.05%	6			
127	99.60	388	438	394	3.53%	100%	3.53%	394			
170	100.00	2	127	21	0.18%						
171	100.00	158	158	158	1.42%						
234	100.00	9	9	9	0.08%						
304	0.02	0	0	0	0.00%						
TOTALS =		14,938	16,929	11,147	100.00%		15%			5%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

ZIA STATION TOD AREA RETAIL TRIP DISTRIBUTION
DWELLING UNIT BY LOCAL TAZ - 2-MILE RADIUS
2019

Local TAZ	% of TAZ In Study Area	2015 DU's In TAZ	2040 DU's In TAZ	2019 DU's In Study Area	% DU's In Study Area		
29	0.14	265	265	0	0.00%	0.00%	100%
53	17.05	633	633	108	0.97%	0.97%	100%
54	10.51	485	485	51	0.46%	0.46%	100%
55	21.07	203	203	43	0.38%	0.38%	100%
57	53.33	281	281	150	1.34%	1.34%	100%
58	23.87	4	4	1	0.01%	0.01%	100%
60	30.90	112	112	35	0.31%	0.31%	100%
61	19.77	147	147	29	0.26%	0.26%	100%
63	100.00	0	0	0	0.00%	0.00%	100%
65	61.66	572	572	353	3.16%	3.16%	100%
66	100.00	118	118	118	1.06%	1.06%	100%
69	100.00	438	438	438	3.93%	3.93%	100%
70	20.38	448	548	94	0.85%	0.85%	100%
71	100.00	379	379	379	3.40%	3.40%	100%
72	17.34	61	61	11	0.09%	0.09%	100%
73	100.00	114	114	114	1.02%	1.02%	100%
74	100.00	655	655	655	5.88%	5.88%	100%
75	97.51	99	99	97	0.87%	0.87%	100%
77	49.11	236	236	116	1.04%	1.04%	100%
80	100.00	350	350	350	3.14%	3.14%	100%
81	100.00	267	428	291	2.61%	2.61%	100%
82	100.00	318	318	318	2.85%	2.85%	100%
83	100.00	291	291	291	2.61%	2.61%	100%
84	100.00	101	101	101	0.91%	0.91%	100%
85	30.10	145	145	44	0.39%	0.39%	100%
86	100.00	79	79	79	0.71%	0.71%	100%
90	100.00	28	48	31	0.28%	0.28%	100%
91	100.00	73	73	73	0.65%	0.65%	100%
92	34.57	929	930	321	2.88%	2.88%	100%
94	100.00	27	203	53	0.48%	0.48%	100%
95	100.00	258	657	317	2.84%	2.84%	100%
97	100.00	64	64	64	0.57%	0.57%	100%
98	77.33	212	547	202	1.81%	1.81%	100%
100	100.00	179	179	179	1.61%	1.61%	100%
101	100.00	76	379	121	1.08%	1.08%	100%
103	94.58	397	397	375	3.37%	3.37%	100%
105	100.00	845	865	848	7.61%	7.61%	100%
106	100.00	677	677	677	6.07%	6.07%	100%
107	100.00	247	471	280	2.51%	2.51%	100%
108	100.00	594	594	594	5.33%	5.33%	100%
109	25.22	434	434	109	0.98%	0.98%	100%
112	100.00	0	0	0	0.00%	0.00%	100%
113	100.00	831	881	838	7.52%	7.52%	100%
114	100.00	371	371	371	3.33%	3.33%	100%
115	100.00	330	330	330	2.96%	2.96%	100%
118	23.80	59	59	14	0.13%	0.13%	100%
120	50.40	106	106	53	0.48%	0.48%	100%
121	100.00	347	347	347	3.11%	3.11%	100%
122	36.36	251	251	91	0.82%	0.82%	100%
123	4.43	245	272	11	0.10%	0.10%	100%
127	99.60	388	438	394	3.53%	3.53%	100%
170	100.00	2	127	21	0.18%	0.18%	100%
171	100.00	158	158	158	1.42%	1.42%	100%
234	100.00	9	9	9	0.08%	0.08%	100%
304	0.02	0	0	0	0.00%	0.00%	100%
						100.00%	
TOTALS =		14,938	16,929	11,147	100.00%	100.00%	

2015 and 2040 Santa Fe Tmodel Socioeconomic Forecasts

Demand Volume Methodology

Due to incomplete traffic data collected prior to the mandated quarantine, an alternative methodology to evaluate demand volumes was developed and approved by NMDOT and the City of Santa Fe.

Demand Volumes

To replicate demand volumes, a demand volume curve was obtained from a permanent counter station and applied to eight 15-minute traffic count periods. The steps to create the demand volume traffic data are listed below.

1. Use data from the permanent counter on Zia between Galisteo and VoTech to estimate the 15-minute demand volume flow curve.
2. Develop eight 15-minute multi-period analyses for both the AM and PM peak hour. The assumption being that there will be no queue at the beginning and end of the 2-hour period.
3. Use the 2 hours of data as the "demand volume" for the period (30 minutes before peak hour and 30 minutes after).
4. The eight 15 minutes around the peak hour from the permanent counter on Zia is broken into a percentage for each 15 minutes, and applied to the turning movement 15 minutes, to develop the demand volumes used in the multi-period analysis.
5. Replace the stop bar distribution with the permanent counter distribution under the assumption the permanent counter is more reflective of the demand per 15 minutes.
6. Use that demand flow curve for all approaches at Zia and St Francis. The permanent counter on St Francis is between Zia and Siringo and likely located in the queue too much to be reflective of demand volumes, and other permanent counters on I-25 are considered too far away.

Lane Utilization

The lane distribution for the southbound thru traffic bound for I25 that concentrates in the right lane was estimated using previously collected data at Sawmill. This is considered conservative compared to Zia, as it is assumed that an even greater percentage of I-25 bound vehicles would be in the right lane at Sawmill than at Zia.

The southbound thru lane utilization factor at Sawmill was determined to be 0.63 by the 2650 Sawmill Rd TIS. This study assumed the lane utilization factor at Zia is 0.63, and 0.70 at Siringo.

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & SIRINGO

Actual Multi-Period (AM) - 2013

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	22	4	19	5	5	5	33	226	12	9	109	2
7:15	32	7	19	7	7	26	60	327	27	15	133	14
7:30	59	15	26	20	12	22	60	493	23	16	209	13
7:45	95	32	32	27	21	39	91	557	50	27	240	23
8:00	86	30	31	36	22	30	77	517	82	43	255	37
8:15	68	34	45	33	32	36	71	418	87	48	265	31
8:30	78	20	36	13	18	13	67	356	39	15	230	24
8:45	40	10	29	13	13	19	57	416	17	16	210	10

Actual Multi-Period (PM) - 2013

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:15	41	13	47	34	29	18	56	292	11	22	430	34
16:30	36	17	62	28	34	16	43	277	24	22	495	38
16:45	39	20	59	32	27	13	47	295	14	16	463	33
17:00	37	23	48	56	41	17	47	281	14	22	639	42
17:15	34	18	75	29	40	18	49	282	23	13	600	36
17:30	36	26	74	29	28	14	49	263	15	18	549	33
17:45	30	25	80	16	22	16	34	258	28	27	425	42
18:00	15	16	55	32	19	23	36	202	20	20	388	21

Actual Multi-Period (AM) - 2020

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	24	4	20	5	5	5	35	242	13	10	117	2
7:15	34	7	20	7	7	28	64	350	29	16	142	15
7:30	63	16	28	21	13	24	64	528	25	17	224	14
7:45	102	34	34	29	22	42	97	596	54	29	257	25
8:00	92	32	33	39	24	32	82	553	88	46	273	40
8:15	73	36	48	35	34	39	76	447	93	51	284	33
8:30	83	21	39	14	19	14	72	381	42	16	246	26
8:45	43	11	31	14	14	20	61	445	18	17	225	11

Actual Multi-Period (PM) - 2020

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	44	14	50	36	31	19	60	312	12	24	460	36
16:15	39	18	66	30	36	17	46	296	26	24	530	41
16:30	42	21	63	34	29	14	50	316	15	17	495	35
16:45	40	25	51	60	44	18	50	301	15	24	684	45
17:00	36	19	80	31	43	19	52	302	25	14	642	39
17:15	39	28	79	31	30	15	52	281	16	19	587	35
17:30	32	27	86	17	24	17	36	276	30	29	455	45
17:45	16	17	59	34	20	25	39	216	21	21	415	22

Distributed Multi-Period (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	32	6	28	12	12	12	38	263	14	11	137	3
7:15	49	11	29	8	8	31	62	336	28	19	167	18
7:30	83	21	37	28	17	31	70	577	27	22	283	18
7:45	94	32	32	27	21	38	98	599	54	33	298	29
8:00	79	28	29	30	19	25	74	498	79	40	237	34
8:15	57	28	38	22	21	24	72	427	89	39	217	25
8:30	66	17	30	18	25	18	79	417	46	14	222	23
8:45	54	13	39	17	17	24	59	432	18	17	217	10

Distributed Multi-Period (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	48	15	55	34	29	18	53	274	10	25	497	39
16:15	32	15	55	25	30	14	37	237	21	19	437	34
16:30	41	21	61	37	31	15	47	293	14	18	532	38
16:45	44	28	58	43	32	13	51	306	15	19	564	37
17:00	38	20	83	32	44	20	56	321	26	13	621	37
17:15	40	29	82	42	40	20	65	348	20	22	658	40
17:30	26	22	70	24	33	24	36	272	29	31	483	48
17:45	19	20	70	32	19	23	44	248	25	25	476	26

No-Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	33	6	29	12	12	12	40	273	15	12	143	3
7:15	51	11	30	9	9	33	64	349	29	20	174	18
7:30	86	22	38	30	18	33	73	600	28	23	295	18
7:45	97	33	33	28	21	40	102	623	56	35	309	30
8:00	83	29	30	32	19	26	77	517	82	42	247	36
8:15	59	30	39	23	22	25	75	444	92	41	226	26
8:30	68	18	32	19	26	19	82	434	48	15	231	24
8:45	56	14	41	17	17	25	62	449	18	17	226	11

No-Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	50	16	57	35	30	18	55	285	11	26	517	41
16:15	33	16	57	26	32	15	38	246	21	20	454	35
16:30	42	22	64	39	33	16	48	304	14	19	553	39
16:45	46	29	60	45	33	14	53	318	16	20	586	39
17:00	39	21	86	33	46	21	58	334	27	14	646	39
17:15	41	30	85	44	42	21	67	362	21	22	685	41
17:30	27	23	72	25	34	25	37	283	31	32	502	50
17:45	20	21	73	34	20	24	46	257	25	26	495	27

Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	33	6	29	12	12	12	40	273	15	12	143	3
7:15	51	11	30	9	9	33	64	349	29	20	174	18
7:30	86	22	38	30	18	33	73	620	28	23	321	18
7:45	97	33	33	28	21	40	102	643	56	35	336	30
8:00	83	29	30	32	19	26	77	538	82	42	273	36
8:15	59	30	39	23	22	25	75	464	92	41	252	26
8:30	68	18	32	19	26	19	82	434	48	15	231	24
8:45	56	14	41	17	17	25	62	449	18	17	226	11

Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	50	16	57	35	30	18	55	285	11	26	517	41
16:15	33	16	57	26	32	15	38	246	21	20	454	35
16:30	42	22	64	39	33	16	48	324	14	19	573	39
16:45	46	29	60	45	33	14	53	338	16	20	607	39
17:00	39	21	86	33	46	21	58	354	27	14	666	39
17:15	41	30	85	44	42	21	67	381	21	22	705	41
17:30	27	23	72	25	34	25	37	283	31	32	502	50
17:45	20	21	73	34	20	24	46	257	25	26	495	27

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & ZIA

Actual Multi-Period (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	74	13	4	16	2	6	10	264	9	11	120	14
7:15	93	36	12	8	6	5	16	378	27	10	175	18
7:30	118	42	4	15	10	20	21	500	23	26	207	31
7:45	145	62	12	15	14	9	16	476	37	30	209	37
8:00	97	42	8	15	11	6	31	478	20	36	233	35
8:15	124	26	4	20	18	7	33	357	23	24	189	39
8:30	104	32	9	16	14	8	32	316	18	18	251	44
8:45	89	46	7	15	13	16	11	359	16	33	196	37

Actual Multi-Period (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	83	22	20	46	38	13	17	215	20	61	415	97
16:15	55	22	15	47	27	10	13	255	30	59	429	83
16:30	94	52	19	68	60	17	18	230	20	50	417	104
16:45	87	27	11	67	51	9	12	205	19	54	408	108
17:00	56	24	12	80	73	12	19	242	17	49	524	126
17:15	82	36	6	83	74	17	14	203	18	66	490	140
17:30	70	33	12	87	48	3	15	182	15	46	347	109
17:45	57	27	8	48	41	13	15	167	19	57	364	110

Distributed Multi-Period (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	69	12	4	13	2	5	9	229	8	11	118	14
7:15	76	29	10	11	9	7	13	298	21	10	167	17
7:30	131	47	4	14	10	19	20	483	22	30	240	36
7:45	134	57	11	19	18	11	18	526	41	37	258	46
8:00	116	50	10	20	14	8	30	458	19	35	226	34
8:15	128	27	4	17	15	6	37	396	26	25	200	41
8:30	105	32	9	15	13	7	37	364	21	14	197	35
8:45	86	45	7	11	10	12	11	369	16	29	170	32

Distributed Multi-Period (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	73	19	18	58	48	16	16	200	19	59	404	95
16:15	57	23	16	60	34	13	9	175	21	50	366	71
16:30	66	36	13	60	53	15	16	211	18	51	427	106
16:45	85	26	11	71	54	10	13	225	21	58	441	117
17:00	80	34	17	71	65	11	19	244	17	47	501	120
17:15	93	41	7	75	67	15	18	260	23	68	504	144
17:30	67	32	11	77	43	3	17	201	17	51	386	121
17:45	64	30	9	54	46	15	16	183	21	56	359	108

No-Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	72	13	4	14	2	5	9	238	8	11	123	14
7:15	79	31	10	12	9	7	13	310	22	10	173	18
7:30	136	48	5	15	10	20	21	502	23	31	250	37
7:45	140	60	12	20	18	12	18	547	43	39	268	48
8:00	121	52	10	20	15	8	31	476	20	36	236	35
8:15	133	28	4	17	16	6	38	412	27	26	208	43
8:30	109	34	9	15	13	8	38	379	22	15	205	36
8:45	90	46	7	12	10	12	12	384	17	30	177	33

No-Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	76	20	18	60	50	17	16	208	19	62	421	98
16:15	60	24	16	62	36	13	9	182	21	52	381	74
16:30	68	38	14	62	55	16	17	219	19	53	444	111
16:45	88	27	11	74	56	10	14	234	22	61	459	122
17:00	83	36	18	74	67	11	20	254	18	49	521	125
17:15	97	43	7	78	69	16	19	270	24	71	524	150
17:30	70	33	12	80	44	3	17	209	17	53	401	126
17:45	67	32	9	56	48	15	17	190	22	58	373	113

Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	74	11	4	14	2	5	9	238	8	11	123	14
7:15	83	27	10	12	9	7	13	310	22	10	173	18
7:30	162	53	10	15	21	20	31	502	23	31	250	64
7:45	168	62	17	20	29	12	28	547	43	39	268	74
8:00	148	56	16	20	26	8	41	476	20	36	236	62
8:15	157	35	10	17	26	6	48	412	27	26	208	69
8:30	113	30	9	15	13	8	38	379	22	15	205	36
8:45	95	41	7	12	10	12	12	384	17	30	177	33

Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	79	17	18	60	50	17	16	208	19	62	421	98
16:15	63	21	16	62	36	13	9	182	21	52	381	74
16:30	93	41	21	62	64	16	24	219	19	53	444	131
16:45	112	32	19	74	65	10	21	234	22	61	459	142
17:00	108	39	25	74	76	11	27	254	18	49	521	146
17:15	123	45	15	78	78	16	26	270	24	71	524	170
17:30	74	29	12	80	44	3	17	209	17	53	401	126
17:45	71	28	9	56	48	15	17	190	22	58	373	113

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & SAWMILL

Actual Multi-Period (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	30	0	12	3	4	11	52	228	0	2	98	26
7:15	53	3	19	5	4	11	58	346	2	6	128	26
7:30	78	1	18	3	3	26	78	438	2	4	166	39
7:45	70	3	12	7	7	31	90	469	0	7	173	69
8:00	59	1	14	0	5	20	96	413	4	11	147	48
8:15	81	3	16	1	7	13	69	380	2	12	156	27
8:30	59	1	19	7	5	7	66	310	1	12	136	45
8:45	63	3	9	2	7	13	39	298	0	10	180	42

Actual Multi-Period (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	101	4	42	1	1	9	24	194	5	18	360	63
16:15	63	8	46	2	5	5	30	200	1	28	334	60
16:30	77	4	71	2	5	2	21	171	1	34	373	60
16:45	74	7	63	3	6	10	36	157	3	29	367	61
17:00	92	8	66	2	2	9	30	168	3	32	460	66
17:15	55	4	54	7	4	8	19	141	2	38	470	90
17:30	69	10	49	2	3	8	27	182	3	31	341	58
17:45	39	8	44	3	3	3	28	167	4	34	300	61

Distributed Multi-Period (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	32	0	13	2	3	9	45	198	0	2	86	23
7:15	42	2	15	5	4	11	47	280	2	6	120	24
7:30	76	1	18	3	3	25	78	440	2	5	189	44
7:45	87	4	15	5	5	23	93	487	0	7	184	73
8:00	73	1	17	0	6	24	94	405	4	12	164	53
8:15	67	2	13	1	9	17	70	383	2	13	166	29
8:30	57	1	18	9	6	9	73	344	1	12	134	44
8:45	60	3	9	2	7	14	46	348	0	8	139	32

Distributed Multi-Period (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	86	3	36	1	1	10	21	167	4	18	364	64
16:15	59	7	43	2	5	5	22	145	1	26	308	55
16:30	66	3	61	3	7	3	22	178	1	34	373	60
16:45	71	7	61	2	4	7	39	170	3	31	396	66
17:00	83	7	60	2	2	10	34	192	3	31	440	63
17:15	78	6	77	6	3	7	29	214	3	36	450	86
17:30	68	10	48	2	3	8	24	164	3	32	354	60
17:45	50	10	57	4	4	4	25	151	4	36	318	65

No-Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	33	0	13	2	3	9	47	206	0	2	90	24
7:15	44	2	16	5	4	11	49	291	2	6	125	25
7:30	79	1	18	3	3	26	82	458	2	5	196	46
7:45	90	4	16	6	6	24	97	506	0	8	191	76
8:00	76	1	18	0	6	25	98	421	4	13	170	56
8:15	70	3	14	1	9	17	72	398	2	13	172	30
8:30	59	1	19	9	7	9	76	358	1	12	140	46
8:45	63	3	9	2	8	14	47	362	0	8	145	34

No-Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	90	4	37	1	1	11	21	173	4	19	379	66
16:15	61	8	45	2	5	5	23	151	1	27	321	58
16:30	69	4	64	3	8	3	23	185	1	35	388	62
16:45	74	7	63	2	5	8	40	176	3	33	412	68
17:00	86	8	62	2	2	11	36	199	4	32	458	66
17:15	81	6	80	6	3	7	30	222	3	38	468	90
17:30	70	10	50	2	3	8	25	171	3	33	368	63
17:45	52	11	59	4	4	4	26	157	4	37	331	67

Build (AM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00	33	0	13	2	3	9	47	206	0	2	90	24
7:15	44	2	16	5	4	11	49	291	2	6	125	25
7:30	79	1	18	3	3	26	82	468	2	5	202	46
7:45	90	4	16	6	6	24	97	516	0	8	197	76
8:00	76	1	18	0	6	25	98	431	4	13	176	56
8:15	70	3	14	1	9	17	72	408	2	13	178	30
8:30	59	1	19	9	7	9	76	358	1	12	140	46
8:45	63	3	9	2	8	14	47	362	0	8	145	34

Build (PM)

	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
16:00	90	4	37	1	1	11	21	173	4	19	379	66
16:15	61	8	45	2	5	5	23	151	1	27	321	58
16:30	69	4	64	3	8	3	23	192	1	35	396	62
16:45	74	7	63	2	5	8	40	183	3	33	419	68
17:00	86	8	62	2	2	11	36	206	4	32	465	66
17:15	81	6	80	6	3	7	30	229	3	38	475	90
17:30	70	10	50	2	3	8	25	171	3	33	368	63
17:45	52	11	59	4	4	4	26	157	4	37	331	67

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & SIRINGO

AM Peak Hour

	Eastbound SIRINGO			Westbound SIRINGO			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**330**	**119**	**143**	**124**	**93**	**136**	**320**	**2,124**	**259**	**143**	**1,037**	**111**
Background Growth	13	5	6	5	4	5	13	85	10	6	41	4
No Build (2024)	**343**	**124**	**149**	**129**	**97**	**141**	**333**	**2,209**	**269**	**149**	**1,078**	**116**
Retail Entering											52	
Retail Exiting	0	0	0	0	0	0	0	39	0	0	0	0
Office Entering											34	
Office Exiting	0	0	0	0	0	0	0	3	0	0	0	0
Residential Entering North											14	
Residential Exiting North	0	0	0	0	0	0	0	21	0	0	0	0
Residential Entering South											6	
Residential Exiting South	0	0	0	0	0	0	0	18	0	0	0	0
Build (2024)	**343**	**124**	**149**	**129**	**97**	**141**	**333**	**2,289**	**269**	**149**	**1,184**	**116**
PHF	*0.93*			*0.93*			*0.93*			*0.93*		
HV %		*2*			*3*			*2*			*2*	

PM Peak Hour

	Eastbound SIRINGO			Westbound SIRINGO			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**156**	**93**	**306**	**156**	**146**	**66**	**205**	**1,199**	**71**	**74**	**2,409**	**154**
Background Growth	6	4	12	6	6	3	8	48	3	3	96	6
No Build (2024)	**162**	**97**	**318**	**162**	**151**	**69**	**214**	**1,247**	**73**	**77**	**2,505**	**160**
Retail Entering											37	
Retail Exiting	0	0	0	0	0	0	0	31	0	0	0	0
Office Entering											6	
Office Exiting	0	0	0	0	0	0	0	28	0	0	0	0
Residential Entering North											26	
Residential Exiting North	0	0	0	0	0	0	0	11	0	0	0	0
Residential Entering South											14	
Residential Exiting South	0	0	0	0	0	0	0	8	0	0	0	0
Build (2024)	**162**	**97**	**318**	**162**	**151**	**69**	**214**	**1,326**	**73**	**77**	**2,587**	**160**
PHF	*0.95*			*0.95*			*0.95*			*0.95*		
HV %		*2*			*2*			*2*			*2*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter											29.0%		Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	29.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter											35.0%		Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter											43.0%		Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	19.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter											43.0%		Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	43.0%	0.0%	0.0%	0.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & ZIA

AM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**484**	**172**	**28**	**65**	**53**	**42**	**101**	**1,811**	**103**	**116**	**838**	**142**
Background Growth	19	7	1	3	2	2	4	72	4	5	34	6
No Build (2024)	**503**	**179**	**29**	**68**	**55**	**44**	**105**	**1,883**	**107**	**121**	**872**	**148**
Retail Entering					28		9					52
Retail Exiting	39	21	7	0	0	0	0	0	0	0	0	0
Office Entering					8		21					34
Office Exiting	3	1	2	0	0	0	0	0	0	0	0	0
Residential Entering North					4		7					14
Residential Exiting North	21	15	8	0	0	0	0	0	0	0	0	0
Residential Entering South					2		3					6
Residential Exiting South	18	6	7	0	0	0	0	0	0	0	0	0
Build (2024)	**606**	**200**	**52**	**68**	**98**	**44**	**144**	**1,883**	**107**	**121**	**872**	**253**
10% Adjustment		**22**										
PHF	*0.93*			*0.93*			*0.93*			*0.93*		
HV %		*2*			*3*			*2*			*2*	

PM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**319**	**139**	**48**	**298**	**258**	**55**	**63**	**880**	**74**	**219**	**1,839**	**478**
Background Growth	13	6	2	12	10	2	3	35	3	9	74	19
No Build (2024)	**332**	**145**	**50**	**310**	**268**	**57**	**66**	**915**	**77**	**228**	**1,913**	**497**
Retail Entering					20		6					37
Retail Exiting	31	17	5	0	0	0	0	0	0	0	0	0
Office Entering					1		4					6
Office Exiting	28	6	18	0	0	0	0	0	0	0	0	0
Residential Entering North					8		13					26
Residential Exiting North	11	8	4	0	0	0	0	0	0	0	0	0
Residential Entering South					4		5					14
Residential Exiting South	8	3	3	0	0	0	0	0	0	0	0	0
Build (2024)	**428**	**161**	**80**	**310**	**303**	**57**	**94**	**915**	**77**	**228**	**1,913**	**579**
10% Adjustment		**18**										
PHF	*0.95*			*0.95*			*0.95*			*0.95*		
HV %		*2*			*2*			*2*			*2*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter					16.0%		5.0%					29.0%	Retail
Trip Distribution % Exit	29.0%	16.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter					8.0%		22.0%					35.0%	Office
Trip Distribution % Exit	35.0%	8.0%	22.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter					14.0%		21.5%					43.0%	Residential North
Trip Distribution % Exit	19.0%	14.0%	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter					14.0%		17.0%					43.0%	Residential South
Trip Distribution % Exit	43.0%	14.0%	17.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: ST FRANCIS & SAWMILL

AM Peak Hour

	Eastbound SAWMILL			Westbound SAWMILL			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**288**	**8**	**60**	**11**	**22**	**90**	**333**	**1,700**	**8**	**34**	**642**	**183**
Background Growth	12	0	2	0	1	4	13	68	0	1	26	7
No Build (2024)	**300**	**8**	**62**	**11**	**23**	**94**	**346**	**1,768**	**8**	**35**	**668**	**190**
Retail Entering								9				
Retail Exiting	0	0	0	0	0	0	0	0	0	0	7	0
Office Entering								21				
Office Exiting	0	0	0	0	0	0	0	0	0	0	2	0
Residential Entering North								7				
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	8	0
Residential Entering South								3				
Residential Exiting South	0	0	0	0	0	0	0	0	0	0	7	0
Build (2024)	**300**	**8**	**62**	**11**	**23**	**94**	**346**	**1,807**	**8**	**35**	**691**	**190**
PHF	*0.91*			*0.91*			*0.91*			*0.91*		
HV %		*3*			*2*			*2*			*2*	

PM Peak Hour

	Eastbound SAWMILL			Westbound SAWMILL			Northbound ST FRANCIS			Southbound ST FRANCIS		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**298**	**23**	**254**	**14**	**17**	**29**	**106**	**637**	**9**	**133**	**1,670**	**277**
Background Growth	12	1	10	1	1	1	4	25	0	5	67	11
No Build (2024)	**310**	**24**	**264**	**15**	**18**	**30**	**110**	**662**	**9**	**138**	**1,737**	**288**
Retail Entering								6				
Retail Exiting	0	0	0	0	0	0	0	0	0	0	5	0
Office Entering								4				
Office Exiting	0	0	0	0	0	0	0	0	0	0	18	0
Residential Entering North								13				
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	4	0
Residential Entering South								5				
Residential Exiting South	0	0	0	0	0	0	0	0	0	0	3	0
Build (2024)	**310**	**24**	**264**	**15**	**18**	**30**	**110**	**691**	**9**	**138**	**1,767**	**288**
PHF	*0.93*			*0.93*			*0.93*			*0.93*		
HV %		*2*			*2*			*3*			*2*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter								5.0%					Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	
Trip Distribution % Enter								22.0%					Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	22.0%	0.0%	
Trip Distribution % Enter								21.5%					Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.0%	0.0%	
Trip Distribution % Enter								17.0%					Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: GALISTEO & DRIVEWAY 1

AM Peak Hour

	Eastbound DRIVE 1			Westbound DRIVE 1			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)												
Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
No Build (2024)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Railrunner Reassignment						7						
Retail Entering									4		142	
Retail Exiting	0	0	0	0	0	7	0	96	0	0	0	0
Office Entering							1		1		81	3
Office Exiting	0	0	0	0	0	1	0	4	0	0	0	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South							0		0		12	2
Residential Exiting South	0	0	7	0	0	3	0	29	0	0	0	0
Pass By Entering								-1	1	0	45	
Pass By Exiting				0		3		27				
Build (2024)	**0**	**0**	**7**	**0**	**0**	**21**	**1**	**156**	**6**	**0**	**280**	**5**
PHF	*0.94*			*0.94*			*0.94*			*0.94*		
HV %		*2*			*3*			*2*			*2*	

PM Peak Hour

	Eastbound DRIVE 1			Westbound DRIVE 1			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)												
Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
No Build (2024)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Railrunner Reassignment						*12*						
Retail Entering									3		102	
Retail Exiting	0	0	0	0	0	6	0	77	0	0	0	0
Office Entering							0		0		13	0
Office Exiting	0	0	3	0	0	6	0	45	0	0	0	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South							0		0		25	5
Residential Exiting South	0	0	3	0	0	1	0	12	0	0	0	0
Pass By Entering								-1	1	0	41	
Pass By Exiting				0		1		13				
Build (2024)	**0**	**0**	**6**	**0**	**0**	**26**	**0**	**146**	**4**	**0**	**182**	**5**
PHF	*0.94*			*0.94*			*0.94*			*0.94*		
HV %		*2*			*2*			*2*			*2*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter									2.0%		80.0%		Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	5.5%	0.0%	72.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter							1.0%		1.0%		84.0%	3.0%	Office
Trip Distribution % Exit	0.0%	0.0%	4.0%	0.0%	0.0%	7.0%	0.0%	56.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter													Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter							1.0%		1.0%		77.0%	15.0%	Residential South
Trip Distribution % Exit	0.0%	0.0%	16.0%	0.0%	0.0%	7.0%	0.0%	68.0%	0.0%	0.0%	0.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: GALISTEO & CALLE LUMINOSO (DRIVEWAY 2)

AM Peak Hour

	Eastbound CALLE LUMINOSO			Westbound DRIVE 2			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**9**	**0**	**1**	**0**	**0**	**0**	**0**	**82**	**0**	**0**	**38**	**1**
Background Growth	0	0	0	0	0	0	0	3	0	0	2	0
No Build (2024)	**9**	**0**	**1**	**0**	**0**	**0**	**0**	**85**	**0**	**0**	**40**	**1**
Railrunner Reassignment				*4*					*4*	*2*		
Retail Entering								4	18	87	55	
Retail Exiting	0	0	0	15	0	7	0	84	0	0	0	0
Office Entering								2	6	49	32	
Office Exiting	0	0	0	1	0	1	0	4	0	0	0	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South								0	1	7	5	
Residential Exiting South	0	0	0	2	0	3	0	21	0	0	2	0
Pass By Entering								-1	1	37	7	
Pass By Exiting				3		3		24				
Build (2024)	**9**	**0**	**1**	**25**	**0**	**14**	**0**	**223**	**30**	**182**	**140**	**1**
PHF	*0.82*			*0.82*			*0.82*			*0.82*		
HV %		*0*			*0*			*0*			*5*	

PM Peak Hour

	Eastbound CALLE LUMINOSO			Westbound DRIVE 2			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**5**	**0**	**6**	**0**	**0**	**0**	**0**	**56**	**0**	**0**	**117**	**11**
Background Growth	0	0	0	0	0	0	0	2	0	0	5	0
No Build (2024)	**5**	**0**	**6**	**0**	**0**	**0**	**0**	**58**	**0**	**0**	**122**	**11**
Railrunner Reassignment				*3*					*3*	*10*		
Retail Entering								3	13	63	40	
Retail Exiting	0	0	0	12	0	6	0	67	0	0	0	0
Office Entering								0	1	8	5	
Office Exiting	0	0	0	6	0	6	0	39	0	0	2	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South								0	2	15	10	
Residential Exiting South	0	0	0	1	0	1	0	9	0	0	1	0
Pass By Entering								-1	1	34	5	
Pass By Exiting				5		1		12				
Build (2024)	**5**	**0**	**6**	**26**	**0**	**14**	**0**	**188**	**19**	**130**	**184**	**11**
PHF	*0.90*			*0.90*			*0.90*			*0.90*		
HV %		*0*			*0*			*0*			*0*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter								2.0%	10.0%	49.0%	31.0%		Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	11.0%	0.0%	5.5%	0.0%	63.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter								2.0%	6.0%	51.0%	33.0%		Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	7.0%	0.0%	7.0%	0.0%	49.0%	0.0%	0.0%	2.0%	0.0%	
Trip Distribution % Enter													Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter								1.0%	5.0%	47.0%	30.0%		Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	5.0%	0.0%	7.0%	0.0%	49.0%	0.0%	0.0%	4.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: GALISTEO & CAMINO DE PABILO (DRIVEWAY 3)

AM Peak Hour

	Eastbound CAMINO DE PABILO			Westbound DRIVE 3			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**7**	**0**	**4**	**0**	**0**	**0**	**1**	**75**	**0**	**0**	**36**	**2**
Background Growth	0	0	0	0	0	0	0	3	0	0	1	0
No Build (2024)	**7**	**0**	**4**	**0**	**0**	**0**	**1**	**78**	**0**	**0**	**37**	**2**
Retail Entering								21	14	55		
Retail Exiting	0	0	0	52	0	52	0	0	0	0	15	0
Office Entering								8	5	32		
Office Exiting	0	0	0	2	0	4	0	0	0	0	1	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South								1	0	5		
Residential Exiting South	0	0	0	7	0	21	0	0	0	0	4	0
Pass By Entering								-2	2	12	0	
Pass By Exiting				13		24					3	
Build (2024)	**7**	**0**	**4**	**75**	**0**	**101**	**1**	**105**	**22**	**104**	**60**	**2**
PHF	*0.76*			*0.76*			*0.76*			*0.76*		
HV %		*0*			*0*			*0*			*5*	

PM Peak Hour

	Eastbound CAMINO DE PABILO			Westbound DRIVE 3			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**2**	**0**	**6**	**0**	**0**	**0**	**4**	**53**	**0**	**0**	**108**	**15**
Background Growth	0	0	0	0	0	0	0	2	0	0	4	1
No Build (2024)	**2**	**0**	**6**	**0**	**0**	**0**	**4**	**55**	**0**	**0**	**112**	**16**
Retail Entering								15	10	40		
Retail Exiting	0	0	0	42	0	42	0	0	0	0	12	0
Office Entering								1	1	5		
Office Exiting	0	0	0	21	0	39	0	0	0	0	7	0
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South								2	1	10		
Residential Exiting South	0	0	0	3	0	9	0	0	0	0	2	0
Pass By Entering								-1	1	11	-1	
Pass By Exiting				20		12					5	
Build (2024)	**2**	**0**	**6**	**85**	**0**	**101**	**4**	**72**	**13**	**66**	**137**	**16**
PHF	*0.90*			*0.90*			*0.90*			*0.90*		
HV %		*0*			*0*			*0*			*0*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter								12.0%	8.0%	31.0%			Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	39.0%	0.0%	39.0%	0.0%	0.0%	0.0%	0.0%	11.0%	0.0%	
Trip Distribution % Enter								8.0%	5.0%	33.0%			Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	26.0%	0.0%	49.0%	0.0%	0.0%	0.0%	0.0%	9.0%	0.0%	
Trip Distribution % Enter													Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter								6.0%	3.0%	30.0%			Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	17.0%	0.0%	49.0%	0.0%	0.0%	0.0%	0.0%	9.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: GALISTEO & ZIA

AM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**0**	**696**	**9**	**27**	**399**	**0**	**5**	**0**	**100**	**0**	**0**	**0**
Background Growth	0	28	0	1	16	0	0	0	4	0	0	0
No Build (2024)	**0**	**724**	**9**	**28**	**415**	**0**	**5**	**0**	**104**	**0**	**0**	**0**
Retail Entering			53	89								
Retail Exiting	0	0	0	0	0	0	0	0	67	0	0	0
Office Entering			21	62								
Office Exiting	0	0	0	0	0	0	0	0	5	0	0	0
Residential Entering North	7					25						
Residential Exiting North	0	43	0	0	0	0	0	0	0	0	0	108
Residential Entering South			3	11								
Residential Exiting South	0	0	0	0	0	0	0	0	31	0	0	0
Pass By Entering		-28	28	16	-16							
Pass By Exiting									26			
Build (2024)	**7**	**739**	**114**	**206**	**399**	**25**	**0**	**0**	**234**	**0**	**0**	**108**
PHF	*0.95*			*0.95*			*0.95*			*0.95*		
HV %		*2*			*2*			*2*			*2*	

PM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**0**	**449**	**7**	**103**	**759**	**0**	**8**	**0**	**55**	**0**	**0**	**0**
Background Growth	0	18	0	4	30	0	0	0	2	0	0	0
No Build (2024)	**0**	**467**	**7**	**107**	**789**	**0**	**8**	**0**	**57**	**0**	**0**	**0**
Retail Entering			38	64								
Retail Exiting	0	0	0	0	0	0	0	0	54	0	0	0
Office Entering			4	10								
Office Exiting	0	0	0	0	0	0	0	0	52	0	0	0
Residential Entering North	13					47						
Residential Exiting North	0	24	0	0	0	0	0	0	0	0	0	60
Residential Entering South			5	24								
Residential Exiting South	0	0	0	0	0	0	0	0	13	0	0	0
Pass By Entering		-15	15	25	-25							
Pass By Exiting									13			
Build (2024)	**13**	**476**	**69**	**230**	**765**	**47**	**0**	**0**	**189**	**0**	**0**	**60**
PHF	*0.98*			*0.98*			*0.98*			*0.98*		
HV %		*2*			*2*			*2*			*2*	

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter			30.0%	50.0%									Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter			22.0%	65.0%									Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	65.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter	21.5%					78.5%							Residential North
Trip Distribution % Exit	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	
Trip Distribution % Enter			17.0%	74.0%									Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	74.0%	0.0%	0.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: CANDELERO & ZIA

AM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound CANDELERO			Southbound CANDELERO		
	Left	Thru	Right	U Turn	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**2**	**676**	**0**	**0**	**412**	**10**	**0**	**0**	**0**	**23**	**0**	**6**
Background Growth	0	27	0	0	16	0	0	0	0	1	0	0
No Build (2024)	**2**	**703**	**0**	**0**	**428**	**10**	**0**	**0**	**0**	**24**	**0**	**6**
Retail Entering		53										
Retail Exiting	0	0	0	0	0	0	0	0	0	0	0	0
Office Entering		21										
Office Exiting	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering North		7										
Residential Exiting North	0	0	0	43	65	0	0	0	0	0	0	0
Residential Entering South		3										
Residential Exiting South	0	0	0	0	7	0	0	0	0	0	0	0
Build (2024)	**2**	**787**	**0**	**43**	**500**	**10**	**0**	**0**	**0**	**24**	**0**	**6**

PHF	*0.94*	*0.94*	*0.94*	*0.94*
HV %	*2*	*2*	*2*	*2*

PM Peak Hour

	Eastbound ZIA			Westbound ZIA			Northbound CANDELERO			Southbound CANDELERO		
	Left	Thru	Right	U Turn	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**4**	**438**	**0**	**0**	**748**	**33**	**0**	**0**	**0**	**19**	**0**	**5**
Background Growth	0	18	0	0	30	1	0	0	0	1	0	0
No Build (2024)	**4**	**456**	**0**	**0**	**778**	**34**	**0**	**0**	**0**	**20**	**0**	**5**
Retail Entering		38										
Retail Exiting	0	0	0	0	0	0	0	0	0	0	0	0
Office Entering		4										
Office Exiting	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering North		13										
Residential Exiting North	0	0	0	24	36	0	0	0	0	0	0	0
Residential Entering South		5										
Residential Exiting South	0	0	0	0	3	0	0	0	0	0	0	0
Build (2024)	**4**	**516**	**0**	**24**	**817**	**34**	**0**	**0**	**0**	**20**	**0**	**5**

PHF	*0.94*	*0.94*	*0.94*	*0.94*
HV %	*2*	*2*	*2*	*2*

growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter		30.0%											Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter		22.0%											Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter		21.5%											Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	40.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter		17.0%											Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

ZIA STATION
EXISTING & PROJECTED TURNING MOVEMENTS

INTERSECTION: GALISTEO & RODEO

AM Peak Hour

	Eastbound RODEO			Westbound RODEO			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**27**	**778**	**5**	**18**	**461**	**17**	**3**	**5**	**41**	**13**	**3**	**32**
Background Growth	1	31	0	1	18	1	0	0	2	1	0	1
No Build (2024)	**28**	**809**	**5**	**19**	**479**	**18**	**3**	**5**	**43**	**14**	**3**	**33**
Retail Entering	9					27						
Retail Exiting	0	0	0	0	0	0	0	0	0	20	0	47
Office Entering	10					3						
Office Exiting	0	0	0	0	0	0	0	0	0	0	0	3
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South	1					0						
Residential Exiting South	0	0	0	0	0	0	0	0	0	1	0	10
Build (2024)	**47**	**809**	**5**	**19**	**479**	**48**	**3**	**5**	**43**	**35**	**3**	**92**
PHF	*0.94*			*0.94*			*0.94*			*0.94*		
HV %		*2*			*2*			*2*			*2*	

PM Peak Hour

	Eastbound RODEO			Westbound RODEO			Northbound GALISTEO			Southbound GALISTEO		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volumes (2020)	**21**	**491**	**2**	**38**	**786**	**27**	**4**	**1**	**20**	**13**	**4**	**39**
Background Growth	1	20	0	2	31	1	0	0	1	1	0	2
No Build (2024)	**22**	**511**	**2**	**40**	**817**	**28**	**4**	**1**	**21**	**14**	**4**	**41**
Retail Entering	6					19						
Retail Exiting	0	0	0	0	0	0	0	0	0	16	0	37
Office Entering	2					0						
Office Exiting	0	0	0	0	0	0	0	0	0	2	0	26
Residential Entering North												
Residential Exiting North	0	0	0	0	0	0	0	0	0	0	0	0
Residential Entering South	2					1						
Residential Exiting South	0	0	0	0	0	0	0	0	0	1	0	4
Build (2024)	**32**	**511**	**2**	**40**	**817**	**49**	**4**	**1**	**21**	**33**	**4**	**108**
PHF	*0.94*			*0.94*			*0.94*			*0.94*		
HV %		*2*			*2*			*2*			*2*	

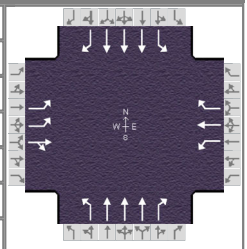
growth rates	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Trip Distribution % Enter	5.0%					15.0%							Retail
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%	0.0%	35.0%	
												50	
Trip Distribution % Enter	10.0%					3.0%							Office
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	32.0%	
												35	
Trip Distribution % Enter													Residential North
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Trip Distribution % Enter	6.0%					3.0%							Residential South
Trip Distribution % Exit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	23.0%	

APPENDIX D

2024 NO BUILD INTERSECTION CAPACITY ANALYSIS

HCS7 Signalized Intersection Results Summary

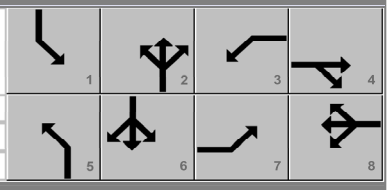
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	0	52	8	12	36	188	824	0	8	360	96

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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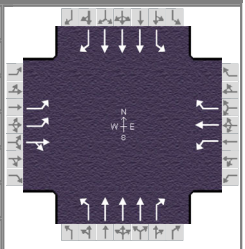
HCS7 Signalized Intersection Results Summary

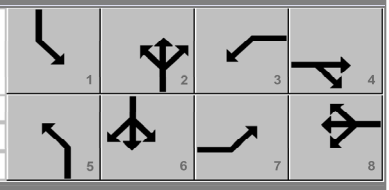
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	176	8	64	20	16	44	196	1164	8	24	500	100

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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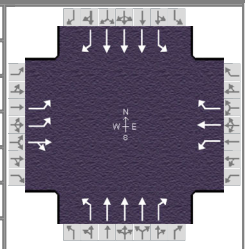
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	316	4	72	12	12	104	328	1832	8	20	784	184

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4		
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8		
Red	0.0	0.0	0.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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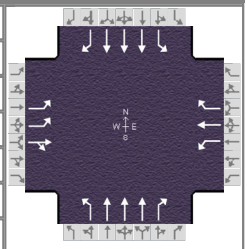
HCS7 Signalized Intersection Results Summary

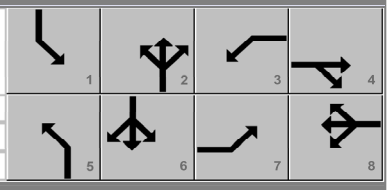
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	360	16	64	24	24	96	388	2024	0	32	764	304

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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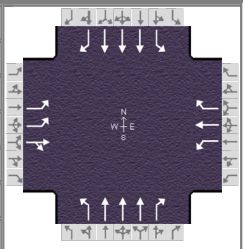
HCS7 Signalized Intersection Results Summary

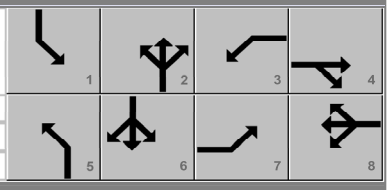
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	304	4	72	0	24	100	392	1684	16	52	680	224

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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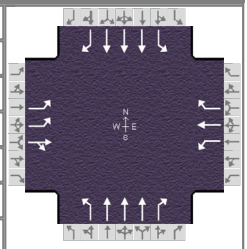
HCS7 Signalized Intersection Results Summary

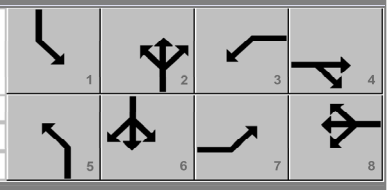
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	12	56	4	36	68	288	1592	8	52	688	120

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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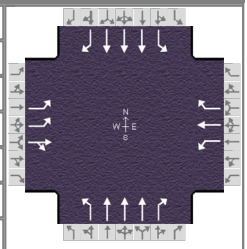
HCS7 Signalized Intersection Results Summary

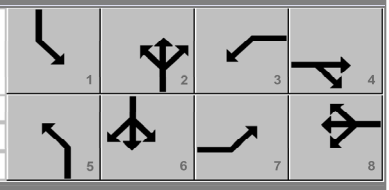
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	236	4	76	36	28	36	304	1432	4	48	560	184

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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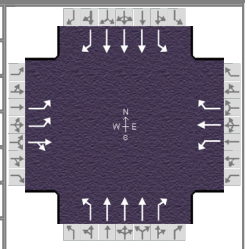
HCS7 Signalized Intersection Results Summary

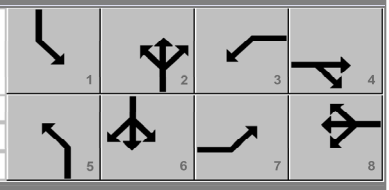
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Sawmill	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	252	12	36	8	32	56	188	1448	0	32	580	136

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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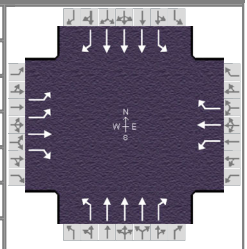
HCS7 Signalized Intersection Results Summary

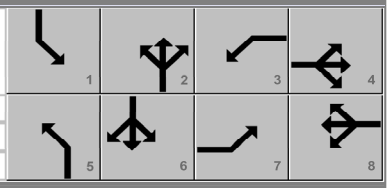
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	24	116	48	48	48	160	1092	60	48	572	12

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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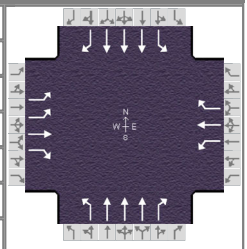
HCS7 Signalized Intersection Results Summary

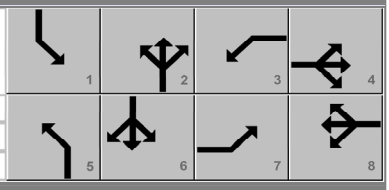
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	204	44	120	36	36	132	256	1396	116	80	696	72

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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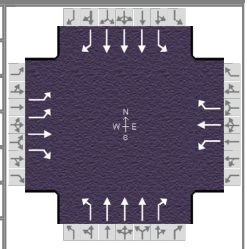
HCS7 Signalized Intersection Results Summary

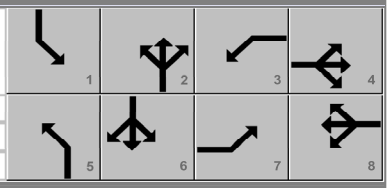
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	88	152	120	72	132	292	2400	112	92	1180	72

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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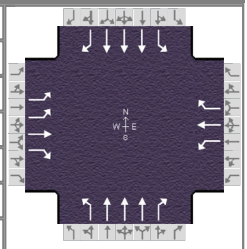
HCS7 Signalized Intersection Results Summary

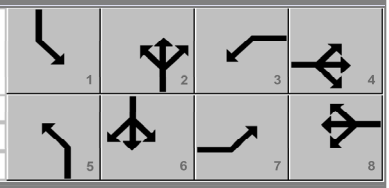
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	388	132	132	112	84	160	408	2492	224	140	1236	120

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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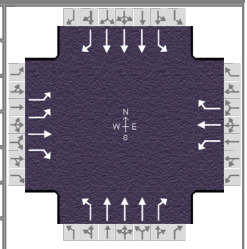
HCS7 Signalized Intersection Results Summary

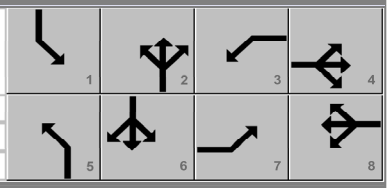
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	116	120	128	76	104	308	2068	328	168	988	144

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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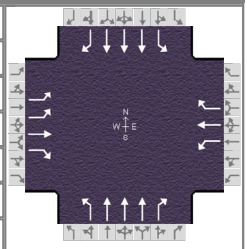
HCS7 Signalized Intersection Results Summary

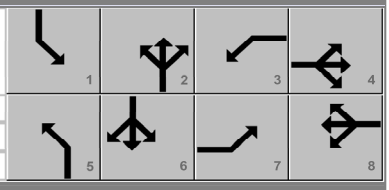
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	236	120	156	92	88	100	300	1776	368	164	904	104

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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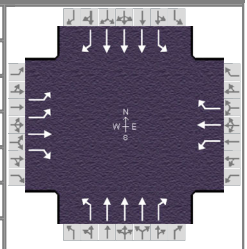
HCS7 Signalized Intersection Results Summary

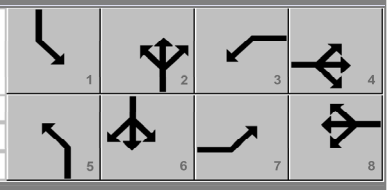
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	272	72	128	76	104	76	328	1736	192	60	924	96

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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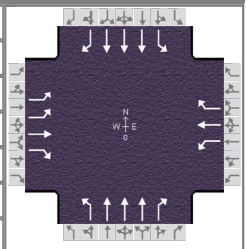
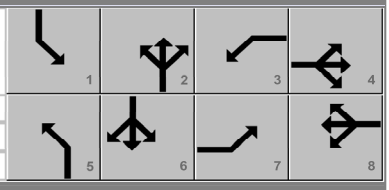
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Siringo	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	224	56	164	68	68	100	248	1796	72	68	904	44

Signal Information													
Cycle, s	0.0	Reference Phase	2										
Offset, s	8	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	0.0	0.0	0.0	0.0	0.0	0.0			
Force Mode	Float	Simult. Gap N/S	On	Yellow	0.0	0.0	0.0	0.0	0.0	0.0			
				Red	0.0	0.0	0.0	0.0	0.0	0.0			



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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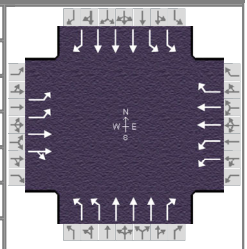
HCS7 Signalized Intersection Results Summary

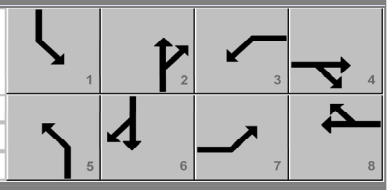
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	288	52	16	56	8	20	36	952	32	44	492	56

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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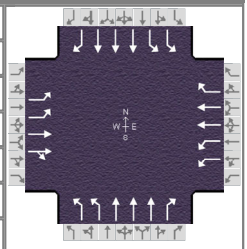
HCS7 Signalized Intersection Results Summary

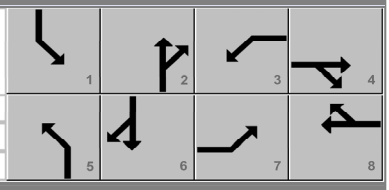
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	316	124	40	48	36	28	52	1240	88	40	692	72

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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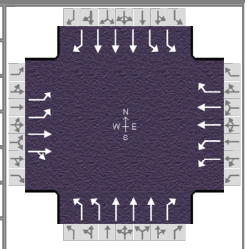
HCS7 Signalized Intersection Results Summary

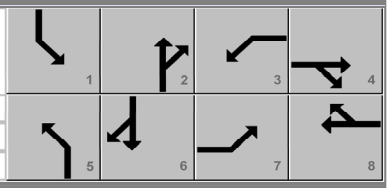
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	544	192	20	60	40	80	84	2008	92	124	1000	148

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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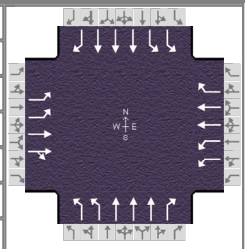
HCS7 Signalized Intersection Results Summary

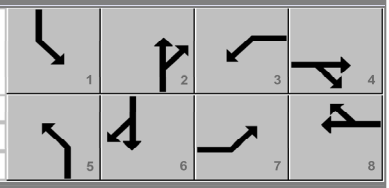
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	560	240	48	80	72	48	72	2188	172	156	1072	192

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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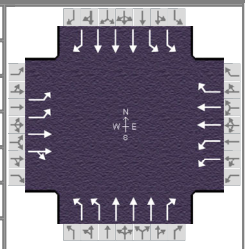
HCS7 Signalized Intersection Results Summary

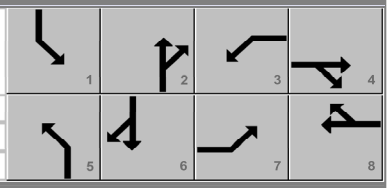
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	484	208	40	80	60	32	124	1904	80	144	944	140

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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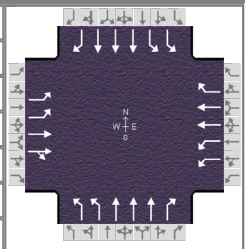
HCS7 Signalized Intersection Results Summary

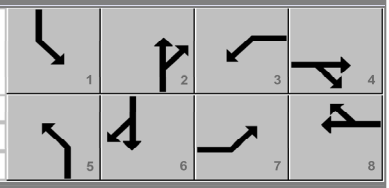
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	532	112	16	68	64	24	152	1648	108	104	832	172

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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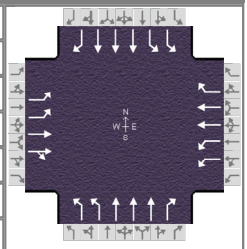
HCS7 Signalized Intersection Results Summary

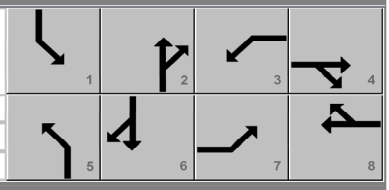
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	436	136	36	60	52	32	152	1516	88	60	820	144

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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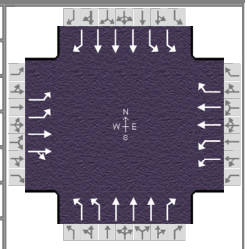
HCS7 Signalized Intersection Results Summary

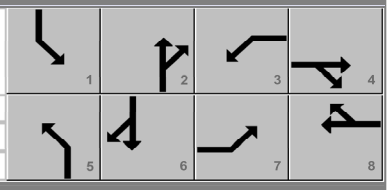
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Zia	File Name	NBAM.xus		
Project Description	No Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	360	184	28	48	40	48	48	1536	68	120	708	132

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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HCS7 Two-Way Stop-Control Report

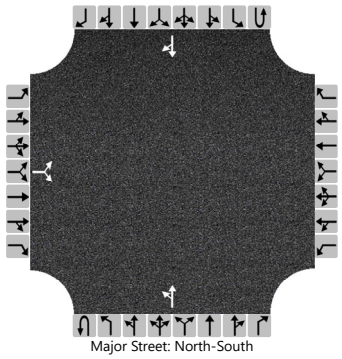
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	No Build AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.82
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		9		1						0	84				39	1
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12							0						
Capacity, c (veh/h)			861							1571						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.2							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.2								0.0						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

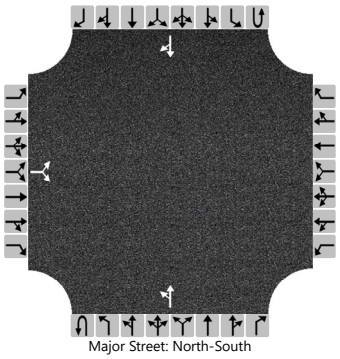
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	No Build AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.76
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		7		4						1	77				37	2
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			14							1						
Capacity, c (veh/h)			900							1568						
v/c Ratio			0.02							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.1							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.1								0.1						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

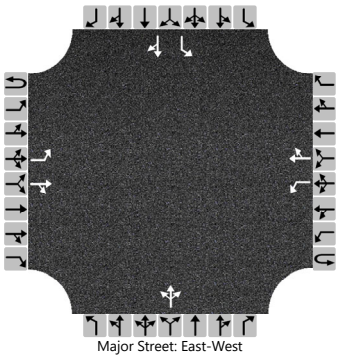
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Rodeo and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Rodeo
North/South Street	Galisteo
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		1	1	0
Configuration		L		TR		L		TR			LTR			L		TR
Volume (veh/h)		28	809	5		19	479	18		3	5	43		14	3	33
Percent Heavy Vehicles (%)		2				2				2	2	2		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.12				4.12				7.12	6.52	6.22		7.12	6.52	6.22
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.22				3.52	4.02	3.32		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		30				20					54			15		38
Capacity, c (veh/h)		1038				777					323			179		557
v/c Ratio		0.03				0.03					0.17			0.08		0.07
95% Queue Length, Q_{95} (veh)		0.1				0.1					0.6			0.3		0.2
Control Delay (s/veh)		8.6				9.8					18.4			26.9		11.9
Level of Service (LOS)		A				A					C			D		B
Approach Delay (s/veh)	0.3				0.4				18.4				16.1			
Approach LOS									C				C			

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HCS7 Two-Way Stop-Control Report

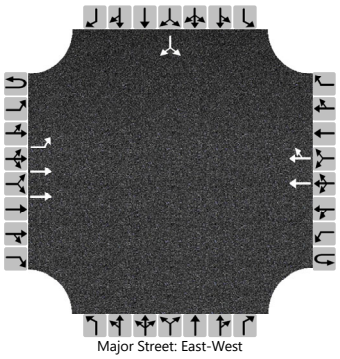
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		0	1	0
Configuration		L	T				T	TR							LR	
Volume (veh/h)	0	2	703				428	10						24		6
Percent Heavy Vehicles (%)	3	3												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.16												6.86		6.96
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		2													32	
Capacity, c (veh/h)		1085													344	
v/c Ratio		0.00													0.09	
95% Queue Length, Q_{95} (veh)		0.0													0.3	
Control Delay (s/veh)		8.3													16.6	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)	0.0												16.6			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

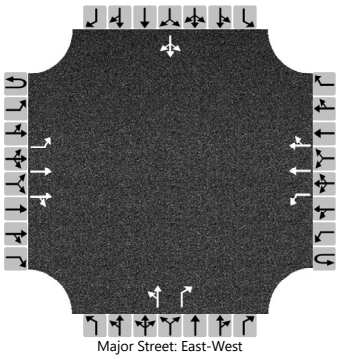
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.95
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	0	724	9	0	28	415	0		5	0	104		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				29				5		109			0	
Capacity, c (veh/h)		1112				833				177		610				
v/c Ratio		0.00				0.04				0.03		0.18				
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.1		0.7				
Control Delay (s/veh)		8.2				9.5				26.0		12.2				
Level of Service (LOS)		A				A				D		B				
Approach Delay (s/veh)	0.0				0.6				12.8							
Approach LOS									B							

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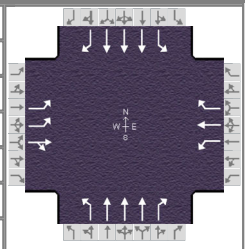
HCS7 Signalized Intersection Results Summary

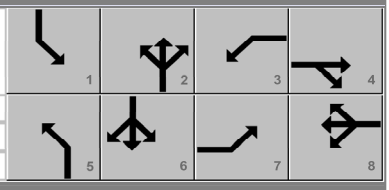
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	360	16	148	4	4	44	84	692	16	76	1516	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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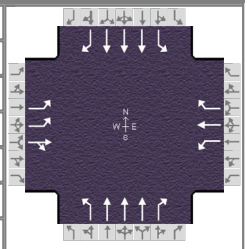
HCS7 Signalized Intersection Results Summary

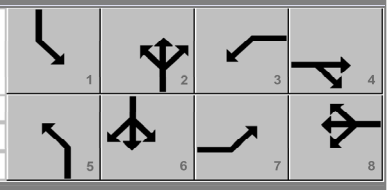
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	244	32	180	8	20	20	92	604	4	108	1284	232

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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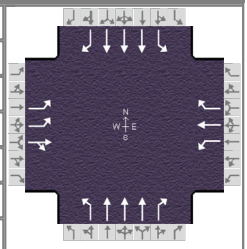
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	276	16	256	12	32	12	92	740	4	140	1552	248

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4		
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8		
Red	0.0	0.0	0.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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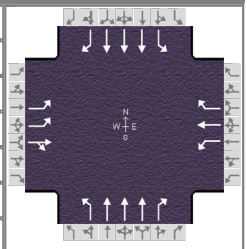
HCS7 Signalized Intersection Results Summary

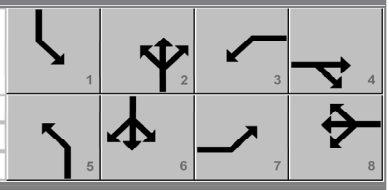
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	296	28	252	8	20	32	160	704	12	132	1648	272

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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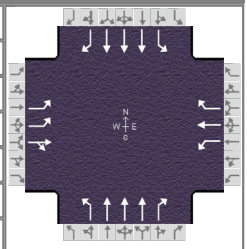
HCS7 Signalized Intersection Results Summary

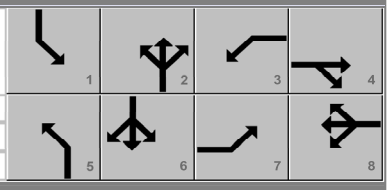
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	32	248	8	8	44	144	796	16	128	1832	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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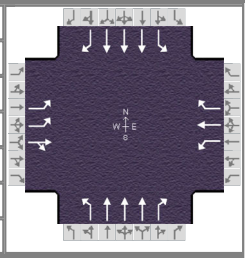
HCS7 Signalized Intersection Results Summary

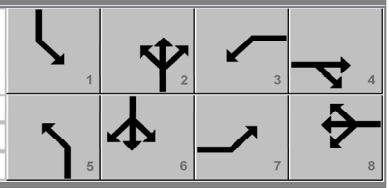
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	32	248	8	8	44	144	796	16	128	1832	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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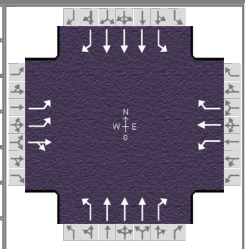
HCS7 Signalized Intersection Results Summary

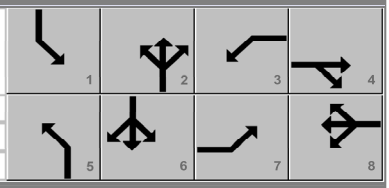
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	32	248	8	8	44	144	796	16	128	1832	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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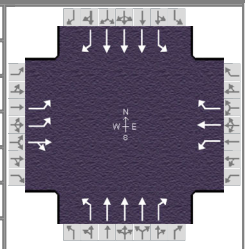
HCS7 Signalized Intersection Results Summary

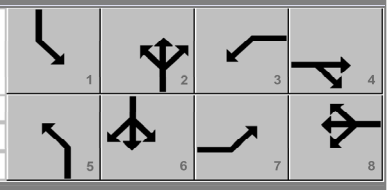
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	32	248	8	8	44	144	796	16	128	1832	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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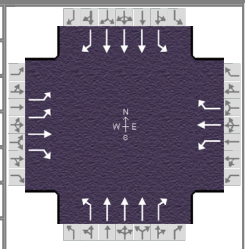
HCS7 Signalized Intersection Results Summary

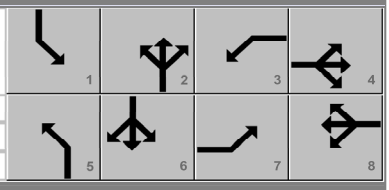
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	200	64	228	140	120	72	220	1140	44	104	2068	164

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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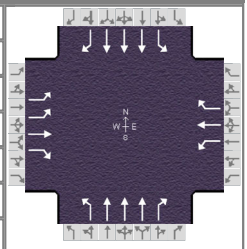
HCS7 Signalized Intersection Results Summary

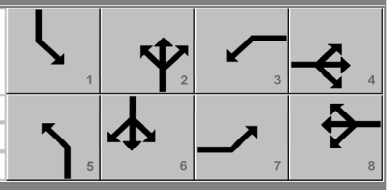
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	64	228	104	128	60	152	984	84	80	1816	140

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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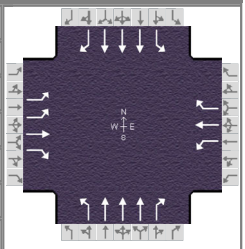
HCS7 Signalized Intersection Results Summary

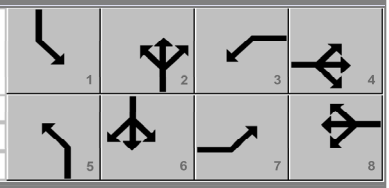
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	168	88	256	156	132	64	192	1216	56	76	2212	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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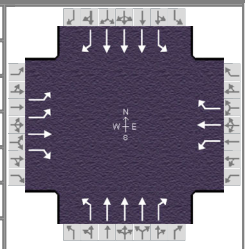
HCS7 Signalized Intersection Results Summary

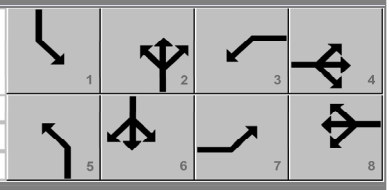
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	184	116	240	180	132	56	212	1272	64	80	2344	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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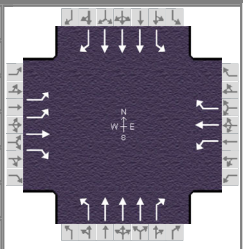
HCS7 Signalized Intersection Results Summary

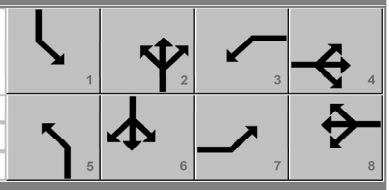
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	156	84	344	132	184	84	232	1336	108	56	2584	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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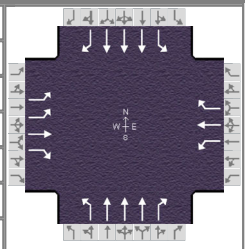
HCS7 Signalized Intersection Results Summary

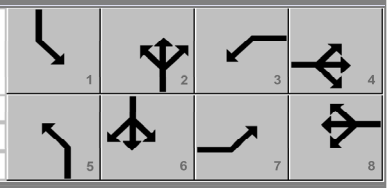
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	6> 17:15
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	164	120	340	176	168	84	268	1448	84	88	2740	164

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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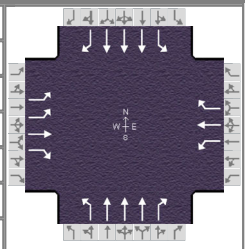
HCS7 Signalized Intersection Results Summary

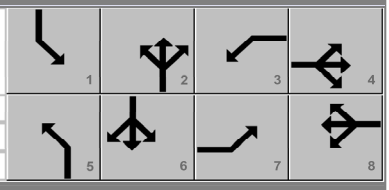
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	7> 17:30
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	108	92	288	100	136	100	148	1132	124	128	2008	200

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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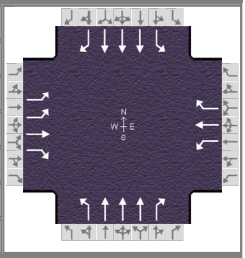
HCS7 Signalized Intersection Results Summary

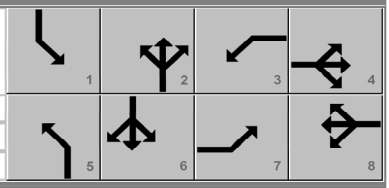
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	8> 17:45
Intersection	St Francis & Siringo	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	80	84	292	136	80	96	184	1028	100	104	1980	108

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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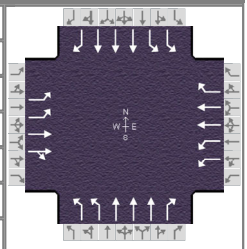
HCS7 Signalized Intersection Results Summary

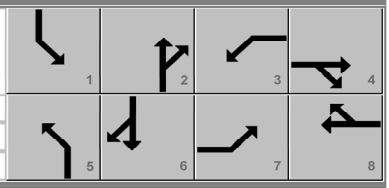
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	304	80	72	240	200	68	64	832	76	248	1684	392

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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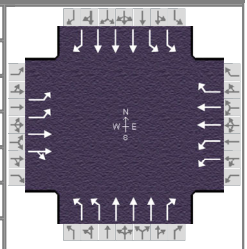
HCS7 Signalized Intersection Results Summary

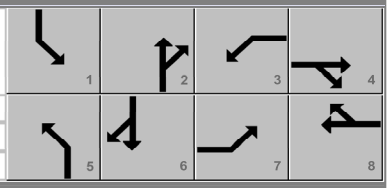
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	240	96	64	248	144	52	36	728	84	208	1524	296

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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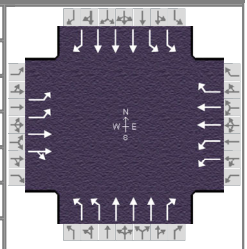
HCS7 Signalized Intersection Results Summary

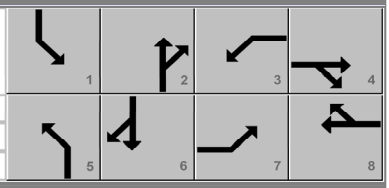
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	272	152	56	248	220	64	68	876	76	212	1776	444

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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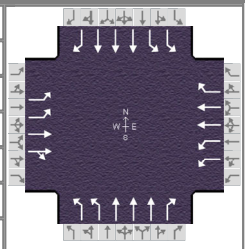
HCS7 Signalized Intersection Results Summary

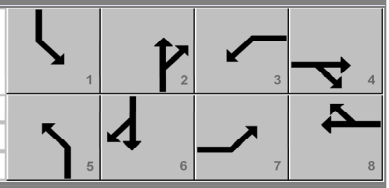
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	352	108	44	296	224	40	56	936	88	244	1836	488

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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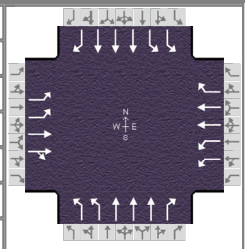
HCS7 Signalized Intersection Results Summary

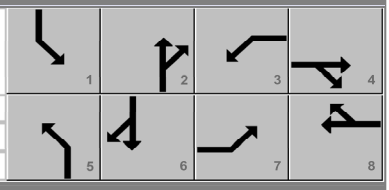
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	144	72	296	268	44	80	1016	72	196	2084	500

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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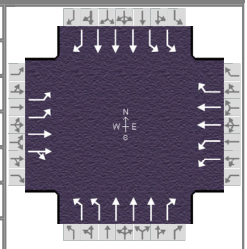
HCS7 Signalized Intersection Results Summary

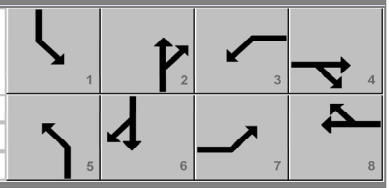
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	6> 17:15
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	388	172	28	312	276	64	76	1080	96	284	2096	600

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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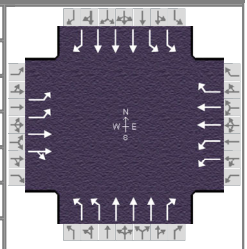
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	7> 17:30
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	132	48	320	176	12	68	836	68	212	1604	504

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4		
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8		
Red	0.0	0.0	0.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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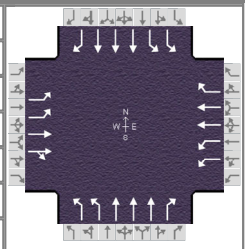
HCS7 Signalized Intersection Results Summary

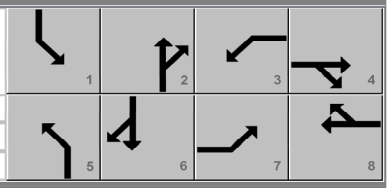
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	No Build PM	Analysis Period	8> 17:45
Intersection	St Francis & Zia	File Name	NBPM.xus		
Project Description	No Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	268	128	36	224	192	60	68	760	88	232	1492	452

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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HCS7 Two-Way Stop-Control Report

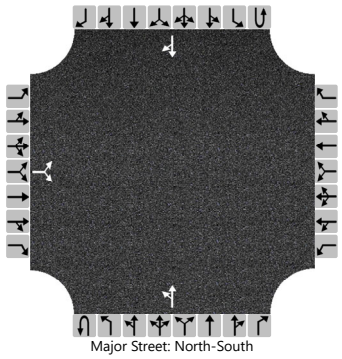
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	No Build PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.90
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		5		6						0	58				121	11
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12							0						
Capacity, c (veh/h)			851							1448						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.3							7.5						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.3								0.0						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

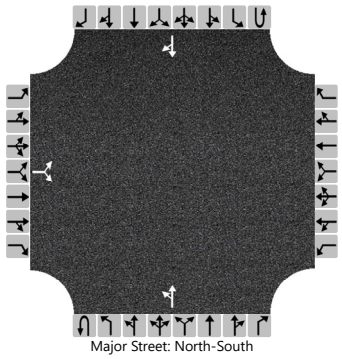
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	No Build PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.90
Analysis Time Period (hrs)	1.00

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		2		6						4	55				111	15
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			9							4						
Capacity, c (veh/h)			885							1456						
v/c Ratio			0.01							0.00						
95% Queue Length, Q_{95} (veh)			0.0							0.0						
Control Delay (s/veh)			9.1							7.5						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)		9.1								0.5						
Approach LOS		A														

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HCS7 Two-Way Stop-Control Report

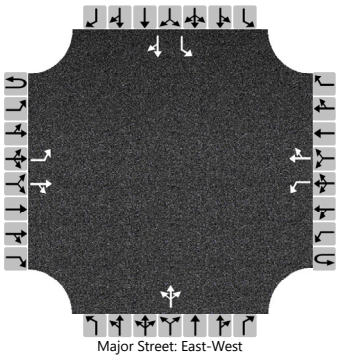
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Rodeo and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Rodeo
North/South Street	Galisteo
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		1	1	0
Configuration		L		TR		L		TR			LTR			L		TR
Volume (veh/h)		22	511	2		40	817	28		4	1	21		14	4	41
Percent Heavy Vehicles (%)		2				2				2	2	2		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.12				4.12				7.12	6.52	6.22		7.12	6.52	6.22
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.22				3.52	4.02	3.32		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		23				43					28			15		48
Capacity, c (veh/h)		756				1023					382			191		344
v/c Ratio		0.03				0.04					0.07			0.08		0.14
95% Queue Length, Q_{95} (veh)		0.1				0.1					0.2			0.3		0.5
Control Delay (s/veh)		9.9				8.7					15.2			25.5		17.1
Level of Service (LOS)		A				A					C			D		C
Approach Delay (s/veh)	0.4				0.4				15.2				19.1			
Approach LOS									C				C			

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HCS7 Two-Way Stop-Control Report

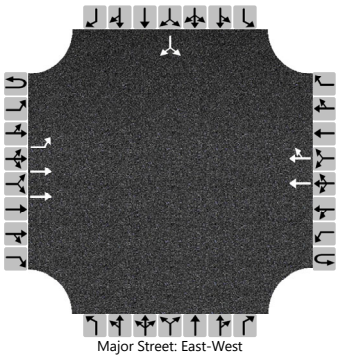
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		0	1	0
Configuration		L	T				T	TR							LR	
Volume (veh/h)	0	4	456				778	34						20		5
Percent Heavy Vehicles (%)	2	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4													27	
Capacity, c (veh/h)		775													237	
v/c Ratio		0.01													0.11	
95% Queue Length, Q_{95} (veh)		0.0													0.4	
Control Delay (s/veh)		9.7													22.1	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)	0.1												22.1			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

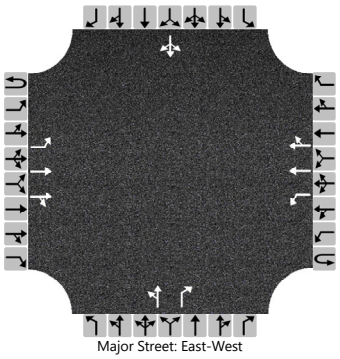
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	No Build PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.98
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	0	467	7	0	107	789	0		8	0	57		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				109				8		58			0	
Capacity, c (veh/h)		809				1068				152		756				
v/c Ratio		0.00				0.10				0.05		0.08				
95% Queue Length, Q_{95} (veh)		0.0				0.3				0.2		0.2				
Control Delay (s/veh)		9.5				8.8				30.0		10.2				
Level of Service (LOS)		A				A				D		B				
Approach Delay (s/veh)	0.0				1.0				12.6							
Approach LOS									B							

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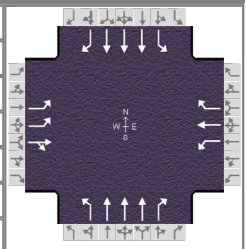
APPENDIX E

2024 BUILD INTERSECTION CAPACITY ANALYSIS

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	0	52	8	12	36	188	824	0	8	360	96

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

									1	2	3	4	
Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0			5	6	7	8	
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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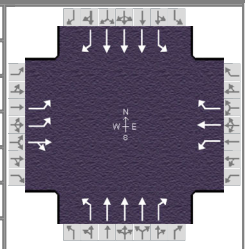
HCS7 Signalized Intersection Results Summary

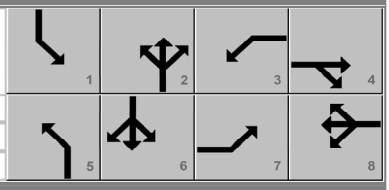
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	176	8	64	20	16	44	196	1164	8	24	500	100

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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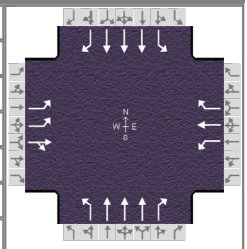
HCS7 Signalized Intersection Results Summary

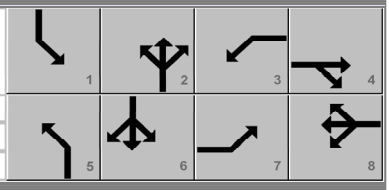
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	316	4	72	12	12	104	328	1868	8	20	808	184

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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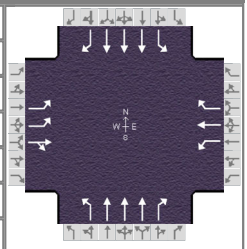
HCS7 Signalized Intersection Results Summary

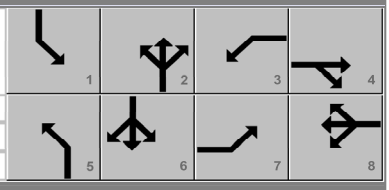
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	360	16	64	24	24	96	388	2060	0	32	788	304

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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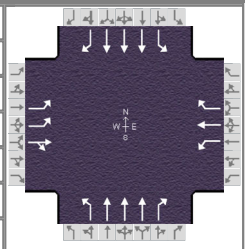
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	304	4	72	0	24	100	392	1720	16	52	704	224

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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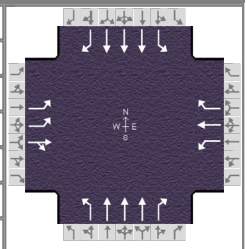
HCS7 Signalized Intersection Results Summary

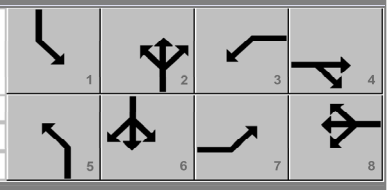
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	12	56	4	36	68	288	1628	8	52	712	120

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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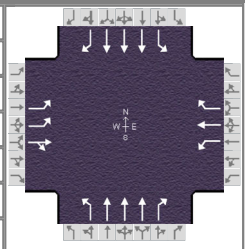
HCS7 Signalized Intersection Results Summary

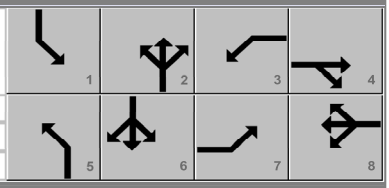
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	236	4	76	36	28	36	304	1432	4	48	560	184

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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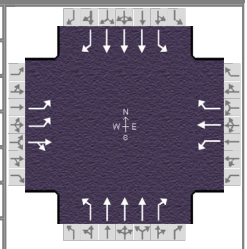
HCS7 Signalized Intersection Results Summary

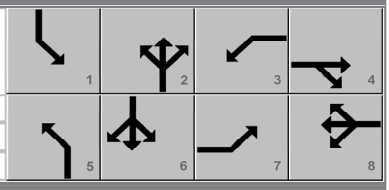
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Sawmill	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	252	12	36	8	32	56	188	1448	0	32	580	136

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	91	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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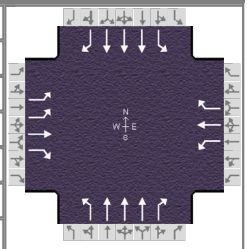
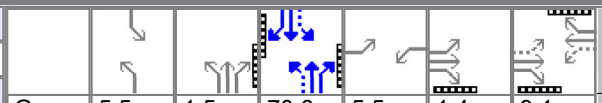
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				

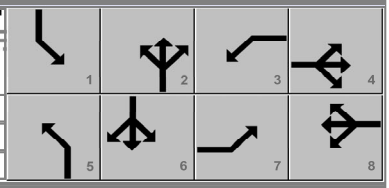


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	24	116	48	48	48	160	1092	60	48	572	12

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	5.5	1.5	70.6	5.5	1.4	9.1
Yellow	3.0	0.0	4.3	3.0	0.0	3.0
Red	1.0	0.0	1.8	1.0	0.0	4.3



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	3.0	1.1	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	10.9	17.8	9.5	16.4	10.9	78.2	9.5	76.7
Change Period, (*Y+R c*), s	4.0	7.5	4.0	7.5	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.2	5.3	4.2	5.3	3.5	0.0	3.5	0.0
Queue Clearance Time (*g s*), s	5.9	9.6	4.8	5.0	5.4		3.1	
Green Extension Time (*g e*), s	0.3	0.7	0.1	1.0	0.2	0.0	0.1	0.0
Phase Call Probability	0.99	1.00	0.78	1.00	1.00		0.78	
Max Out Probability	0.00	0.30	0.00	0.04	0.02		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	132	24	116	48	48	48	150	1027	56	48	572	12
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1746	1870	1716	1784	1856	1718	1798	1698	1716	1798	1311	
Queue Service Time (*g s*), s	3.9	1.4	7.6	2.8	2.8	3.0	3.4	10.6	1.1	1.1	7.6	
Cycle Queue Clearance Time (*g c*), s	3.9	1.4	7.6	2.8	2.8	3.0	3.4	10.6	1.1	1.1	7.6	
Green Ratio (*g/C*)	0.14	0.09	0.09	0.13	0.08	0.08	0.67	0.63	0.63	0.66	0.61	
Capacity (*c*), veh/h	479	168	154	231	144	133	630	3185	1073	432	2409	
Volume-to-Capacity Ratio (*X*)	0.276	0.143	0.753	0.208	0.334	0.360	0.239	0.322	0.053	0.111	0.237	
Back of Queue (*Q*), ft/ln (95 th percentile)	78.9	30.5	169.8	58.7	64.4	64.9	55.4	161.2	16.9	16.9	92.4	
Back of Queue (*Q*), veh/ln (95 th percentile)	3.1	1.2	6.7	2.3	2.5	2.5	2.2	6.3	0.7	0.7	3.6	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.43	0.02	0.62	0.29	0.10	0.28	0.23	0.09	0.07	0.11	0.05	
Uniform Delay (*d 1*), s/veh	44.5	48.3	51.1	45.2	50.2	50.3	7.4	9.7	5.9	7.4	10.1	
Incremental Delay (*d 2*), s/veh	0.3	0.5	10.1	0.4	1.9	2.3	0.1	0.3	0.1	0.1	0.2	
Initial Queue Delay (*d 3*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	44.8	48.8	61.2	45.7	52.1	52.7	7.5	10.0	6.0	7.5	10.3	9.0
Level of Service (LOS)	D	D	E	D	D	D	A	A	A	A	B	A
Approach Delay, s/veh / LOS	52.1	D		50.2	D		9.5	A		10.1	B	
Intersection Delay, s/veh / LOS	17.3						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.74	C	2.74	C	2.07	B	2.24	B
Bicycle LOS Score / LOS	0.94	A	0.73	A	1.21	A	0.84	A

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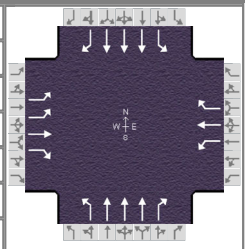
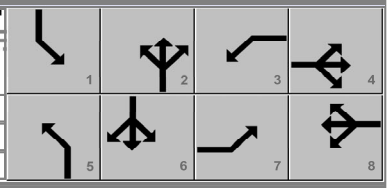
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	204	44	120	36	36	132	256	1396	116	80	696	72

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.5	1.6	65.5	4.8	3.5	11.8
Yellow	3.0	0.0	4.3	3.0	0.0	3.0
Red	1.0	0.0	1.8	1.0	0.0	4.3

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	3.0	1.1	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	12.3	22.7	8.8	19.1	12.0	73.1	10.5	71.6
Change Period, ($Y+R_c$), s	4.0	7.5	4.0	7.5	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.2	5.3	4.2	5.3	3.5	0.0	3.5	0.0
Queue Clearance Time (g_s), s	7.8	9.5	4.0	10.6	7.8		4.0	
Green Extension Time (g_e), s	0.5	1.1	0.0	1.0	0.3	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.68	1.00	1.00		0.92	
Max Out Probability	0.03	0.38	0.00	0.56	0.24		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	204	44	120	36	36	132	230	1254	104	80	696	72
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1746	1870	1716	1784	1856	1718	1798	1698	1716	1798	1307	
Queue Service Time (g_s), s	5.8	2.4	7.5	2.0	2.0	8.6	5.8	13.7	2.1	2.0	10.7	
Cycle Queue Clearance Time (g_c), s	5.8	2.4	7.5	2.0	2.0	8.6	5.8	13.7	2.1	2.0	10.7	
Green Ratio (*g/C*)	0.19	0.13	0.13	0.14	0.10	0.10	0.64	0.58	0.58	0.62	0.57	
Capacity (*c*), veh/h	606	246	226	263	188	174	543	2960	997	360	2225	
Volume-to-Capacity Ratio (*X*)	0.336	0.179	0.531	0.137	0.192	0.760	0.423	0.424	0.104	0.222	0.313	
Back of Queue (*Q*), ft/ln (95 th percentile)	116.4	53.2	155.6	42.6	45.7	192.7	106.4	197.3	33.7	33.4	135.5	
Back of Queue (*Q*), veh/ln (95 th percentile)	4.6	2.1	6.1	1.7	1.8	7.5	4.2	7.8	1.3	1.3	5.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.63	0.04	0.57	0.21	0.07	0.82	0.44	0.12	0.13	0.21	0.07	
Uniform Delay (d_1), s/veh	40.5	44.4	46.6	43.1	47.4	50.3	10.0	10.9	7.0	9.6	13.1	
Incremental Delay (d_2), s/veh	0.3	0.5	2.7	0.2	0.7	9.5	0.4	0.4	0.2	0.2	0.4	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	40.8	44.9	49.3	43.4	48.1	59.8	10.4	11.3	7.2	9.8	13.5	9.9
Level of Service (LOS)	D	D	D	D	D	E	B	B	A	A	B	A
Approach Delay, s/veh / LOS	44.1	D		54.9	D		10.9	B		12.8	B	
Intersection Delay, s/veh / LOS	18.5						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.73	C	2.74	C	2.08	B	2.25	B
Bicycle LOS Score / LOS	1.09	A	0.82	A	1.46	A	0.95	A

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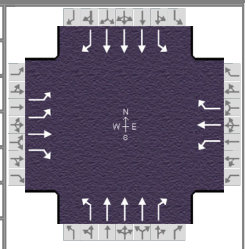
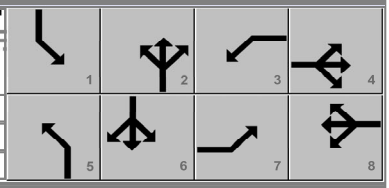
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	88	152	120	72	132	292	2480	112	92	1284	72

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.6	3.3	59.5	8.8	3.2	12.2						
Yellow	3.0	0.0	4.3	3.0	0.0	3.0						
Red	1.0	0.0	1.8	1.0	0.0	4.3						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	3.0	1.1	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	16.0	22.7	12.8	19.5	13.9	68.9	10.6	65.6
Change Period, (*Y+R c*), s	4.0	7.5	4.0	7.5	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.2	5.3	4.2	5.3	3.5	0.0	3.5	0.0
Queue Clearance Time (*g s*), s	11.2	11.7	8.8	10.6	9.7		4.6	
Green Extension Time (*g e*), s	0.7	1.3	0.2	1.4	0.2	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.98	1.00	1.00		0.95	
Max Out Probability	0.44	0.86	0.03	0.62	1.00		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	344	88	152	120	72	132	280	2382	108	92	1284	72
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1798	1870	1716	1784	1856	1718	1798	1870	1716	1798	1308	
Queue Service Time (*g s*), s	9.2	4.9	9.7	6.8	4.2	8.6	7.7	37.5	2.7	2.6	27.1	
Cycle Queue Clearance Time (*g c*), s	9.2	4.9	9.7	6.8	4.2	8.6	7.7	37.5	2.7	2.6	27.1	
Green Ratio (*g/C*)	0.24	0.13	0.13	0.18	0.10	0.10	0.61	0.54	0.54	0.57	0.52	
Capacity (*c*), veh/h	735	246	226	292	194	179	338	3055	934	196	2025	
Volume-to-Capacity Ratio (*X*)	0.468	0.357	0.672	0.411	0.372	0.736	0.829	0.780	0.115	0.470	0.634	
Back of Queue (*Q*), ft/ln (95 th percentile)	188.7	109.7	205.9	142.3	93.7	189.7	189.9	486.5	43.7	57.6	316	
Back of Queue (*Q*), veh/ln (95 th percentile)	7.4	4.3	8.1	5.6	3.7	7.4	7.5	19.2	1.7	2.3	12.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	1.02	0.07	0.75	0.71	0.14	0.81	0.79	0.29	0.17	0.36	0.17	
Uniform Delay (*d 1*), s/veh	36.6	45.5	47.6	41.4	48.0	50.0	21.2	19.0	9.5	22.6	20.0	
Incremental Delay (*d 2*), s/veh	0.5	1.2	6.6	0.9	1.7	8.2	7.5	1.2	0.1	1.3	1.5	
Initial Queue Delay (*d 3*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	37.1	46.7	54.1	42.4	49.7	58.2	28.7	20.2	9.6	23.9	21.5	10.0
Level of Service (LOS)	D	D	D	D	D	E	C	C	A	C	C	A
Approach Delay, s/veh / LOS	43.0	D		50.4	D		20.7	C		21.1	C	
Intersection Delay, s/veh / LOS	25.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.73	C	2.74	C	2.09	B	2.26	B
Bicycle LOS Score / LOS	1.45	A	1.02	A	2.07	B	1.28	A

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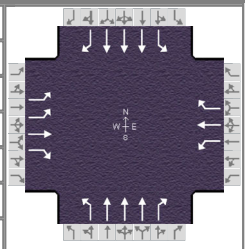
HCS7 Signalized Intersection Results Summary

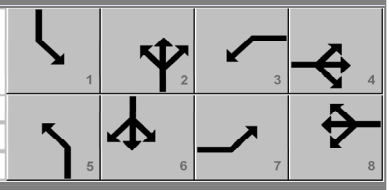
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	388	132	132	112	84	160	408	2572	224	140	1344	120

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	3.0	1.1	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	4.0	7.5	4.0	7.5	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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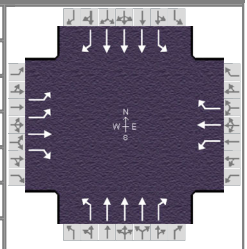
HCS7 Signalized Intersection Results Summary

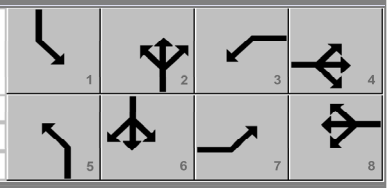
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	116	120	128	76	104	308	2152	328	168	1092	144

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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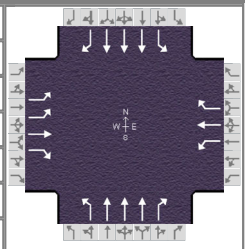
HCS7 Signalized Intersection Results Summary

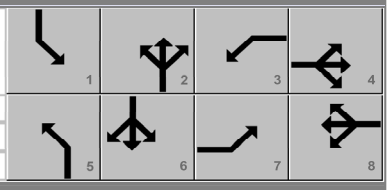
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	236	120	156	92	88	100	300	1856	368	164	1008	104

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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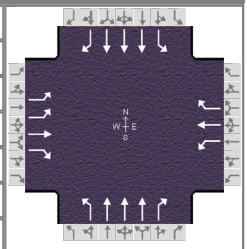
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	272	72	128	76	104	76	328	1736	192	60	924	96

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

								1	2	3	4	
Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0		5	6	7	8	
Red	0.0	0.0	0.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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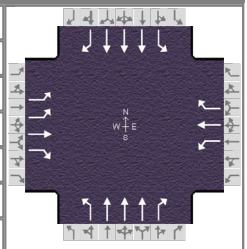
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Siringo	File Name	BAM.xus		
Project Description	Build AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	224	56	164	68	68	100	248	1796	72	68	904	44

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	8	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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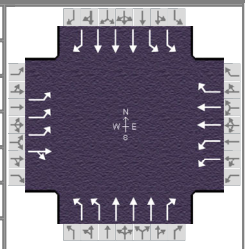
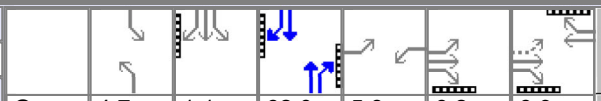
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	1> 7:00
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

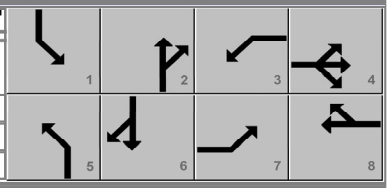


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	296	44	16	56	8	20	36	952	32	44	492	56

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	4.7	1.1	62.0	5.8	6.2	6.9
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.0	25.1	11.8	12.9	8.7	68.3	9.8	69.4
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	8.3	5.3	3.8	3.3	3.0		3.8	
Green Extension Time (g_e), s	1.0	0.2	0.1	0.1	0.1	0.0	0.0	0.0
Phase Call Probability	1.00	1.00	0.83	0.99	1.00		0.83	
Max Out Probability	0.00	0.00	0.06	0.19	0.00		0.01	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	296	60		56	8	20	35	926	31	55	612	70
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1479	1827		1732	1766	1702	1746	1698	1716	1746	1180	1716
Queue Service Time (g_s), s	6.3	3.3		1.8	0.2	1.3	1.0	13.2	1.0	1.8	8.6	1.7
Cycle Queue Clearance Time (g_c), s	6.3	3.3		1.8	0.2	1.3	1.0	13.2	1.0	1.8	8.6	1.7
Green Ratio (*g/C*)	0.23	0.17		0.05	0.06	0.06	0.04	0.54	0.54	0.05	0.55	0.55
Capacity (*c*), veh/h	1128	303		176	213	103	143	2746	925	176	1941	941
Volume-to-Capacity Ratio (*X*)	0.263	0.198		0.319	0.038	0.195	0.245	0.337	0.034	0.312	0.315	0.074
Back of Queue (*Q*), ft/ln (95 th percentile)	103.6	68		36.9	5.1	26.3	20.1	221.9	17.5	36.3	92	29
Back of Queue (*Q*), veh/ln (95 th percentile)	4.1	2.7		1.4	0.2	1.0	0.8	8.7	0.7	1.4	3.6	1.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.26	0.18		0.18	0.02	0.18	0.09	0.13	0.05	0.17	0.05	0.06
Uniform Delay (d_1), s/veh	36.2	41.3		52.7	50.9	51.4	47.3	17.5	12.9	55.0	10.4	9.4
Incremental Delay (d_2), s/veh	0.1	0.3		1.0	0.1	0.9	0.8	0.3	0.1	0.7	0.4	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	36.3	41.7		53.7	51.0	52.3	48.1	17.9	12.9	55.7	10.8	9.5
Level of Service (LOS)	D	D		D	D	D	D	B	B	E	B	A
Approach Delay, s/veh / LOS	37.2	D		53.1	D		18.8	B		14.0	B	
Intersection Delay, s/veh / LOS	21.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.55	C	2.41	B
Bicycle LOS Score / LOS	1.08	A	0.56	A	1.05	A	0.81	A

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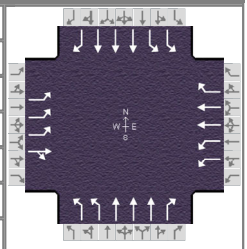
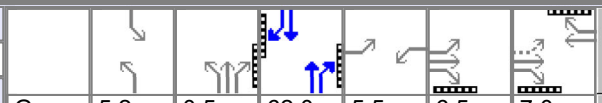
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	2> 7:15
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

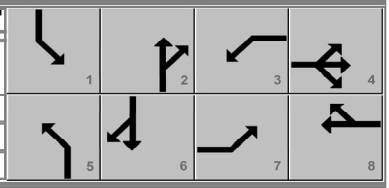


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	332	108	40	48	36	28	52	1240	88	40	692	72

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	5.2	0.5	62.0	5.5	6.5	7.0
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.0	25.5	11.5	13.0	9.7	68.8	9.2	68.3
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	9.0	10.4	3.5	3.8	3.5		3.4	
Green Extension Time (g_e), s	1.1	0.5	0.0	0.3	0.1	0.0	0.0	0.0
Phase Call Probability	1.00	1.00	0.78	1.00	1.00		0.74	
Max Out Probability	0.01	0.02	0.04	0.46	0.00		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	332	148		48	36	28	52	1244	88	42	733	76
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1508	1826		1732	1766	1702	1746	1698	1716	1746	1172	1716
Queue Service Time (g_s), s	7.0	8.4		1.5	1.1	1.8	1.5	15.9	2.2	1.4	10.9	1.8
Cycle Queue Clearance Time (g_c), s	7.0	8.4		1.5	1.1	1.8	1.5	15.9	2.2	1.4	10.9	1.8
Green Ratio (*g/C*)	0.23	0.17		0.05	0.06	0.06	0.05	0.54	0.54	0.05	0.54	0.54
Capacity (*c*), veh/h	1107	310		165	215	104	172	2769	933	158	1897	925
Volume-to-Capacity Ratio (*X*)	0.300	0.478		0.290	0.167	0.270	0.302	0.449	0.095	0.269	0.387	0.082
Back of Queue (*Q*), ft/ln (95 th percentile)	117.1	176.9		31.6	23	37.1	30.1	234.3	37.6	28.2	112.4	30.5
Back of Queue (*Q*), veh/ln (95 th percentile)	4.6	7.0		1.2	0.9	1.4	1.2	9.2	1.5	1.1	4.4	1.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.30	0.47		0.16	0.10	0.25	0.14	0.14	0.10	0.13	0.07	0.07
Uniform Delay (d_1), s/veh	36.4	43.1		52.9	51.2	51.6	47.3	14.4	9.7	55.3	10.8	9.1
Incremental Delay (d_2), s/veh	0.2	1.1		1.0	0.4	1.4	0.9	0.5	0.2	0.6	0.6	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	36.5	44.3		53.8	51.6	52.9	48.2	14.8	9.9	55.9	11.4	9.3
Level of Service (LOS)	D	D		D	D	D	D	B	A	E	B	A
Approach Delay, s/veh / LOS	38.9	D		52.9	D		15.8	B		13.4	B	
Intersection Delay, s/veh / LOS	20.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.55	C	2.41	B
Bicycle LOS Score / LOS	1.28	A	0.58	A	1.25	A	0.93	A

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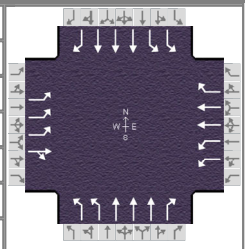
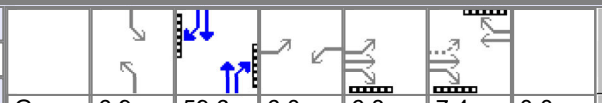
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	3> 7:30
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

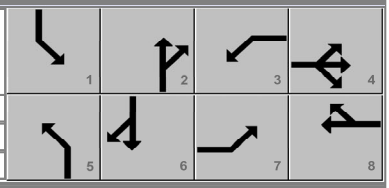


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	648	212	40	60	84	80	124	2008	92	124	1000	256

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.9	59.6	6.0	6.8	7.4	0.0
Yellow	3.0	4.3	3.0	3.0	3.0	0.0
Red	1.0	2.0	3.0	3.0	3.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.7	26.2	12.0	13.4	10.9	65.9	10.9	66.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	17.7	17.0	3.9	7.3	6.1		6.6	
Green Extension Time (g_e), s	1.0	0.5	0.1	0.1	0.3	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.85	1.00	1.00		0.99	
Max Out Probability	1.00	1.00	0.08	1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	648	252		60	84	80	128	2066	95	140	1128	289
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1407	1844		1732	1766	1702	1746	1698	1716	1746	1181	1716
Queue Service Time (g_s), s	15.7	15.0		1.9	2.6	5.3	4.1	31.9	1.5	4.6	23.9	10.3
Cycle Queue Clearance Time (g_c), s	15.7	15.0		1.9	2.6	5.3	4.1	31.9	1.5	4.6	23.9	10.3
Green Ratio (*g/C*)	0.24	0.18		0.05	0.06	0.06	0.06	0.52	0.52	0.06	0.52	0.52
Capacity (*c*), veh/h	1040	324		180	228	110	209	2641	890	210	1838	890
Volume-to-Capacity Ratio (*X*)	0.623	0.778		0.334	0.369	0.729	0.610	0.782	0.106	0.665	0.614	0.324
Back of Queue (*Q*), ft/ln (95 th percentile)	235.3	314.8		39.5	54.5	124	85.1	322.1	25.6	95.5	230.8	148.4
Back of Queue (*Q*), veh/ln (95 th percentile)	9.3	12.4		1.5	2.1	4.8	3.3	12.7	1.0	3.8	9.1	5.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.60	0.84		0.20	0.23	0.83	0.39	0.20	0.07	0.43	0.14	0.32
Uniform Delay (d_1), s/veh	38.8	45.3		52.6	51.5	52.8	54.1	13.9	6.3	55.7	16.6	14.2
Incremental Delay (d_2), s/veh	1.0	11.4		1.1	1.0	14.7	2.1	1.7	0.2	2.0	1.2	0.7
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	39.8	56.7		53.7	52.5	67.5	56.2	15.7	6.5	57.7	17.8	14.9
Level of Service (LOS)	D	E		D	D	E	E	B	A	E	B	B
Approach Delay, s/veh / LOS	44.5	D		58.2	E		17.6	B		20.9	C	
Intersection Delay, s/veh / LOS	25.3						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.56	C	2.41	B
Bicycle LOS Score / LOS	1.97	B	0.67	A	1.71	B	1.25	A

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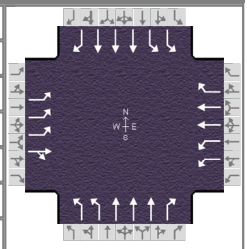
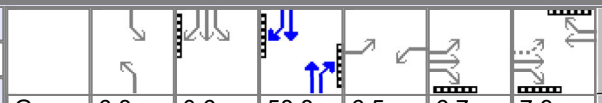
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	4> 7:45
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

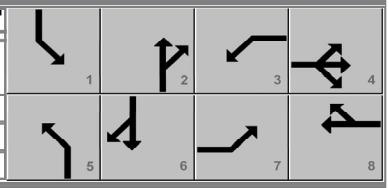


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	672	248	68	80	116	48	112	2188	172	156	1072	296

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.8	0.6	58.8	6.5	6.7	7.3
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	25.1	26.0	12.5	13.3	10.8	65.1	11.4	65.7
Change Period, (*Y+R c*), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (*g s*), s	18.2	21.8	4.6	5.7	5.7		7.3	
Green Extension Time (*g e*), s	0.9	0.0	0.1	0.6	0.3	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.92	1.00	1.00		0.99	
Max Out Probability	1.00	1.00	0.21	1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	672	316		80	116	48	114	2227	175	163	1117	308
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1418	1835		1732	1766	1702	1746	1870	1716	1746	1177	1716
Queue Service Time (*g s*), s	16.2	19.8		2.6	3.7	3.1	3.7	29.5	2.7	5.3	27.9	14.1
Cycle Queue Clearance Time (*g c*), s	16.2	19.8		2.6	3.7	3.1	3.7	29.5	2.7	5.3	27.9	14.1
Green Ratio (*g/C*)	0.25	0.17		0.06	0.06	0.06	0.06	0.51	0.51	0.06	0.52	0.52
Capacity (*c*), veh/h	1018	319		195	225	108	207	2871	878	225	1824	887
Volume-to-Capacity Ratio (*X*)	0.660	0.990		0.411	0.516	0.443	0.551	0.776	0.199	0.723	0.612	0.348
Back of Queue (*Q*), ft/ln (95 th percentile)	243.7	483.6		52.8	76.6	64.8	76.3	282.9	42.2	113.3	292.3	264.2
Back of Queue (*Q*), veh/ln (95 th percentile)	9.6	19.0		2.1	3.0	2.5	3.0	11.1	1.7	4.5	11.5	10.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.62	1.29		0.26	0.32	0.43	0.35	0.17	0.11	0.51	0.17	0.57
Uniform Delay (*d 1*), s/veh	38.8	47.4		52.4	52.1	51.9	54.8	12.4	5.8	55.9	23.5	20.3
Incremental Delay (*d 2*), s/veh	1.4	47.6		1.4	1.8	2.8	1.5	1.4	0.3	3.0	1.0	0.7
Initial Queue Delay (*d 3*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	40.2	95.0		53.8	54.0	54.7	56.2	13.8	6.1	58.9	24.5	21.0
Level of Service (LOS)	D	F		D	D	D	E	B	A	E	C	C
Approach Delay, s/veh / LOS	57.7	E		54.1	D		15.2	B		27.3	C	
Intersection Delay, s/veh / LOS	28.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.56	C	2.41	B
Bicycle LOS Score / LOS	2.12	B	0.69	A	1.85	B	1.33	A

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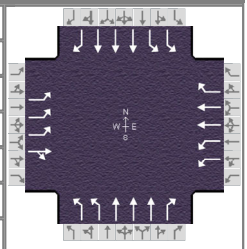
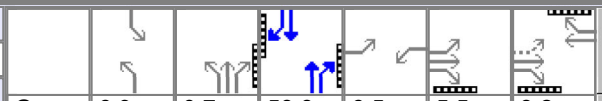
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	5> 8:00
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

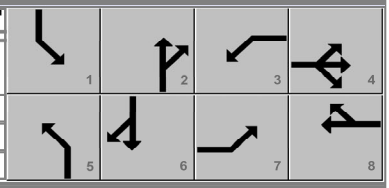


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	592	224	64	80	104	32	164	1904	80	144	944	248

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.9	0.7	58.8	6.5	5.5	8.2
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.0	25.8	12.5	14.2	11.6	65.8	10.9	65.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	15.9	19.7	4.6	5.2	7.3		6.7	
Green Extension Time (g_e), s	1.3	0.1	0.1	0.6	0.4	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.92	1.00	1.00		0.99	
Max Out Probability	0.68	1.00	0.21	1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	592	288		80	104	32	162	1883	79	144	947	249
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1431	1834		1732	1766	1702	1746	1870	1716	1746	1177	1716
Queue Service Time (g_s), s	13.9	17.7		2.6	3.2	2.0	5.3	22.1	1.2	4.7	17.6	7.6
Cycle Queue Clearance Time (g_c), s	13.9	17.7		2.6	3.2	2.0	5.3	22.1	1.2	4.7	17.6	7.6
Green Ratio (*g/C*)	0.25	0.17		0.06	0.07	0.07	0.07	0.52	0.52	0.06	0.51	0.51
Capacity (*c*), veh/h	1028	316		195	253	122	231	2904	888	210	1807	878
Volume-to-Capacity Ratio (*X*)	0.576	0.913		0.411	0.410	0.262	0.701	0.648	0.089	0.686	0.524	0.283
Back of Queue (*Q*), ft/ln (95 th percentile)	214.8	402.4		52.8	67.2	41.6	109.6	260.3	20.8	99.2	177.2	120.9
Back of Queue (*Q*), veh/ln (95 th percentile)	8.5	15.8		2.1	2.6	1.6	4.3	10.2	0.8	3.9	7.0	4.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.54	1.07		0.26	0.28	0.28	0.50	0.16	0.05	0.45	0.10	0.26
Uniform Delay (d_1), s/veh	38.1	46.8		52.4	51.1	50.5	54.2	12.4	6.1	55.7	14.3	12.0
Incremental Delay (d_2), s/veh	0.6	29.1		1.4	1.1	1.1	2.9	0.9	0.2	2.4	0.9	0.7
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	38.7	75.8		53.8	52.1	51.6	57.1	13.3	6.3	58.1	15.3	12.7
Level of Service (LOS)	D	E		D	D	D	E	B	A	E	B	B
Approach Delay, s/veh / LOS	50.8	D		52.7	D		16.4	B		19.4	B	
Intersection Delay, s/veh / LOS	25.6						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.56	C	2.42	B
Bicycle LOS Score / LOS	1.94	B	0.67	A	1.67	B	1.22	A

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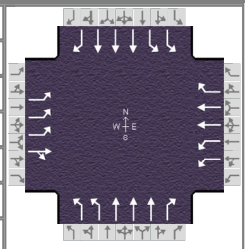
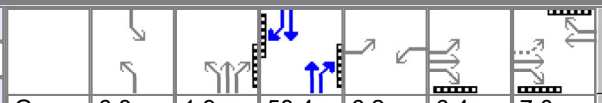
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	6> 8:15
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

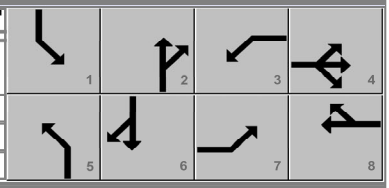


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	628	140	40	68	104	24	192	1648	108	104	832	276

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.8	1.9	58.4	6.2	6.4	7.0
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.6	25.4	12.2	13.0	12.7	66.6	10.8	64.7
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	17.6	12.4	4.2	5.3	8.3		5.5	
Green Extension Time (g_e), s	1.0	0.7	0.1	0.4	0.5	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.89	1.00	1.00		0.97	
Max Out Probability	1.00	0.13	0.12	1.00	0.01		0.29	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	628	180		68	104	24	195	1672	110	108	862	286
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1384	1834		1732	1766	1702	1746	1698	1716	1746	1179	1716
Queue Service Time (g_s), s	15.6	10.4		2.2	3.3	1.5	6.3	21.5	1.9	3.5	15.5	8.9
Cycle Queue Clearance Time (g_c), s	15.6	10.4		2.2	3.3	1.5	6.3	21.5	1.9	3.5	15.5	8.9
Green Ratio (*g/C*)	0.24	0.17		0.05	0.06	0.06	0.08	0.52	0.52	0.06	0.51	0.51
Capacity (*c*), veh/h	984	309		187	215	104	265	2673	900	206	1796	871
Volume-to-Capacity Ratio (*X*)	0.638	0.582		0.364	0.484	0.232	0.736	0.625	0.122	0.524	0.480	0.328
Back of Queue (*Q*), ft/ln (95 th percentile)	231	216.6		44.7	68.7	31.6	127.5	245.7	31.9	72.4	164.6	137.5
Back of Queue (*Q*), veh/ln (95 th percentile)	9.1	8.5		1.7	2.7	1.2	5.0	9.7	1.3	2.9	6.5	5.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.58	0.58		0.22	0.29	0.21	0.58	0.15	0.08	0.33	0.10	0.30
Uniform Delay (d_1), s/veh	39.3	44.1		52.5	52.3	51.4	51.9	12.6	6.8	55.1	14.2	12.0
Incremental Delay (d_2), s/veh	1.1	2.5		1.2	1.7	1.1	3.2	0.9	0.2	1.3	0.8	0.9
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	40.4	46.6		53.7	53.9	52.6	55.1	13.5	7.0	56.4	15.0	12.9
Level of Service (LOS)	D	D		D	D	D	E	B	A	E	B	B
Approach Delay, s/veh / LOS	41.8	D		53.7	D		17.2	B		18.1	B	
Intersection Delay, s/veh / LOS	23.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.55	C	2.42	B
Bicycle LOS Score / LOS	1.82	B	0.65	A	1.56	B	1.15	A

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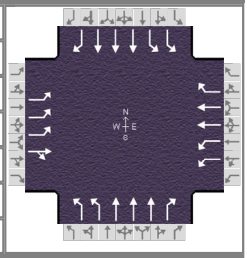
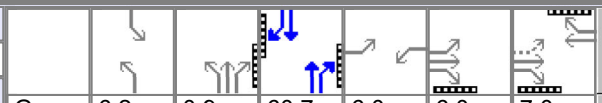
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	7> 8:30
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

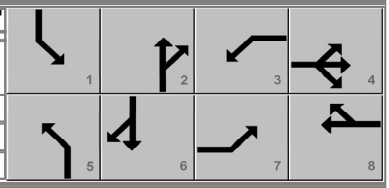


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	452	120	36	60	52	32	152	1516	88	60	820	144

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.2	0.9	60.7	6.0	6.0	7.0
Yellow	3.0	0.0	4.3	3.0	3.0	3.0
Red	1.0	0.0	2.0	3.0	3.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.0	25.0	12.0	13.0	11.0	67.8	10.2	67.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (g_s), s	12.8	10.9	3.9	4.1	6.8		4.2	
Green Extension Time (g_e), s	1.3	0.5	0.1	0.3	0.3	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.85	1.00	1.00		0.88	
Max Out Probability	0.14	0.04	0.08	0.57	0.00		0.03	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	452	156		60	52	32	147	1471	85	66	903	159
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1382	1832		1732	1766	1702	1746	1698	1716	1746	1173	1716
Queue Service Time (g_s), s	10.8	8.9		1.9	1.6	2.1	4.8	16.5	1.5	2.2	15.2	4.2
Cycle Queue Clearance Time (g_c), s	10.8	8.9		1.9	1.6	2.1	4.8	16.5	1.5	2.2	15.2	4.2
Green Ratio (*g/C*)	0.23	0.17		0.05	0.06	0.06	0.06	0.54	0.54	0.05	0.53	0.53
Capacity (*c*), veh/h	1027	303		180	215	104	214	2727	918	187	1856	905
Volume-to-Capacity Ratio (*X*)	0.440	0.515		0.334	0.242	0.309	0.690	0.540	0.093	0.354	0.487	0.175
Back of Queue (*Q*), ft/ln (95 th percentile)	165.9	188.7		39.5	33.5	42.6	97.1	206.4	24.7	43.9	153.3	67.7
Back of Queue (*Q*), veh/ln (95 th percentile)	6.5	7.4		1.5	1.3	1.7	3.8	8.1	1.0	1.7	6.0	2.7
Queue Storage Ratio (*RQ*) (95 th percentile)	0.42	0.50		0.20	0.14	0.28	0.44	0.13	0.06	0.20	0.09	0.15
Uniform Delay (d_1), s/veh	37.9	43.8		52.6	51.5	51.7	52.7	11.0	6.6	54.9	12.3	10.1
Incremental Delay (d_2), s/veh	0.3	1.4		1.1	0.6	1.7	3.4	0.7	0.2	0.8	0.8	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	38.1	45.1		53.7	52.0	53.4	56.1	11.6	6.8	55.7	13.1	10.5
Level of Service (LOS)	D	D		D	D	D	E	B	A	E	B	B
Approach Delay, s/veh / LOS	39.9	D		53.0	D		15.2	B		15.2	B	
Intersection Delay, s/veh / LOS	20.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.55	C	2.41	B
Bicycle LOS Score / LOS	1.49	A	0.61	A	1.45	A	1.05	A

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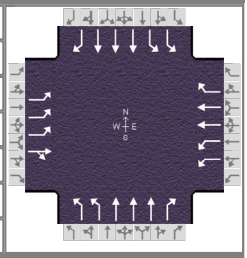
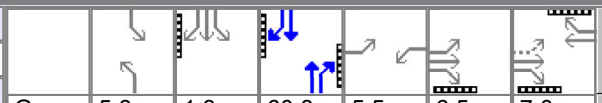
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build AM	Analysis Period	8> 8:45
Intersection	St Francis & Zia	File Name	BAM_adjustedEBT.xus		
Project Description	Build AM				

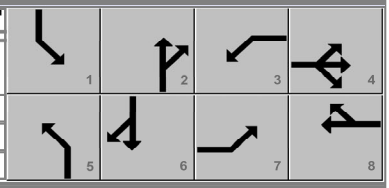


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	380	164	28	48	40	48	48	1536	68	120	708	132

Signal Information			
Cycle, s	115.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	5.6	1.3		60.8	5.5	6.5	7.0					
Yellow	3.0	0.0		4.3	3.0	3.0	3.0					
Red	1.0	0.0		2.0	3.0	3.0	3.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.0	25.5	11.5	13.0	9.6	67.1	10.9	68.4
Change Period, (*Y+R c*), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	3.5	0.0
Queue Clearance Time (*g s*), s	10.4	13.1	3.5	5.1	3.6		6.7	
Green Extension Time (*g e*), s	1.2	0.5	0.0	0.3	0.1	0.0	0.1	0.0
Phase Call Probability	1.00	1.00	0.78	1.00	1.00		0.99	
Max Out Probability	0.03	0.18	0.04	1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	380	192		48	40	48	51	1633	72	142	838	156
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1460	1846		1732	1766	1702	1746	1698	1716	1746	1174	1716
Queue Service Time (*g s*), s	8.4	11.1		1.5	1.2	3.1	1.6	21.4	1.4	4.7	12.7	4.0
Cycle Queue Clearance Time (*g c*), s	8.4	11.1		1.5	1.2	3.1	1.6	21.4	1.4	4.7	12.7	4.0
Green Ratio (*g/C*)	0.23	0.17		0.05	0.06	0.06	0.05	0.53	0.53	0.06	0.54	0.54
Capacity (*c*), veh/h	1079	313		165	215	104	171	2693	907	210	1901	926
Volume-to-Capacity Ratio (*X*)	0.352	0.613		0.290	0.186	0.463	0.298	0.606	0.080	0.675	0.441	0.169
Back of Queue (*Q*), ft/ln (95 th percentile)	135.9	230.5		31.6	25.7	65.4	32.7	259.5	23.7	97.9	126.6	64.8
Back of Queue (*Q*), veh/ln (95 th percentile)	5.3	9.1		1.2	1.0	2.6	1.3	10.2	0.9	3.9	5.0	2.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.34	0.61		0.16	0.11	0.44	0.15	0.16	0.06	0.44	0.07	0.14
Uniform Delay (*d 1*), s/veh	36.9	44.2		52.9	51.3	52.2	52.9	13.3	7.6	55.8	10.7	9.6
Incremental Delay (*d 2*), s/veh	0.2	3.3		1.0	0.4	3.2	0.8	0.9	0.1	2.5	0.7	0.4
Initial Queue Delay (*d 3*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	37.1	47.5		53.8	51.7	55.4	53.7	14.2	7.7	58.3	11.4	10.0
Level of Service (LOS)	D	D		D	D	E	D	B	A	E	B	A
Approach Delay, s/veh / LOS	40.6	D		53.8	D		15.1	B		17.1	B	
Intersection Delay, s/veh / LOS	21.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.85	C	2.86	C	2.55	C	2.41	B
Bicycle LOS Score / LOS	1.43	A	0.60	A	1.40	A	1.02	A

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HCS7 Two-Way Stop-Control Report

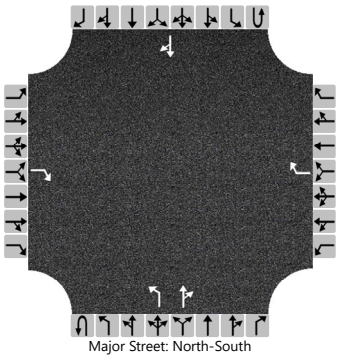
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Rail Runner
Jurisdiction	City of Santa Fe
East/West Street	Rail Runner Entrance
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	1	0	1	1	0	0	0	1	0
Configuration				R				R		L		TR				TR
Volume (veh/h)				7				13		1	154	2			267	5
Percent Heavy Vehicles (%)				2				2		2						
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No				No											
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2				6.2		4.1						
Critical Headway (sec)				6.22				6.22		4.12						
Base Follow-Up Headway (sec)				3.3				3.3		2.2						
Follow-Up Headway (sec)				3.32				3.32		2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				8				14		1						
Capacity, c (veh/h)				746				876		1266						
v/c Ratio				0.01				0.02		0.00						
95% Queue Length, Q_{95} (veh)				0.0				0.0		0.0						
Control Delay (s/veh)				9.9				9.2		7.8						
Level of Service (LOS)				A				A		A						
Approach Delay (s/veh)	9.9				9.2				0.0							
Approach LOS	A				A											

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HCS7 Two-Way Stop-Control Report

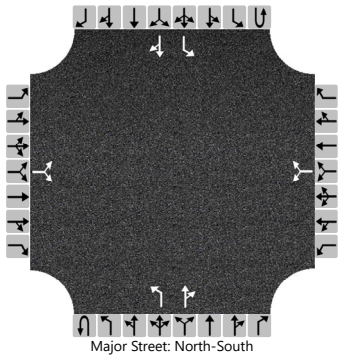
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LR				LR			L		TR		L		TR
Volume (veh/h)		9		1		24		14		0	221	29		174	135	1
Percent Heavy Vehicles (%)		0		0		0		0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2		7.1		6.2		4.1				4.1		
Critical Headway (sec)		7.10		6.20		7.10		6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5		3.3		3.5		3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50		3.30		3.50		3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			11				41			0				189		
Capacity, c (veh/h)			372				464			1446				1303		
v/c Ratio			0.03				0.09			0.00				0.15		
95% Queue Length, Q_{95} (veh)			0.1				0.3			0.0				0.5		
Control Delay (s/veh)			15.0				13.5			7.5				8.2		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	15.0				13.5				0.0				4.6			
Approach LOS	B				B											

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HCS7 Two-Way Stop-Control Report

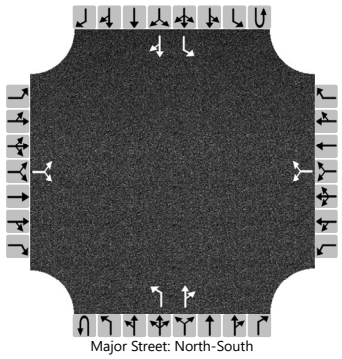
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LR				LR			L		TR		L		TR
Volume (veh/h)		7		4		74		100		1	104	21		99	59	2
Percent Heavy Vehicles (%)		0		0		0		0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2		7.1		6.2		4.1				4.1		
Critical Headway (sec)		7.10		6.20		7.10		6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5		3.3		3.5		3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50		3.30		3.50		3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12				189			1				108		
Capacity, c (veh/h)			602				736			1548				1461		
v/c Ratio			0.02				0.26			0.00				0.07		
95% Queue Length, Q_{95} (veh)			0.1				1.0			0.0				0.2		
Control Delay (s/veh)			11.1				11.6			7.3				7.7		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	11.1				11.6				0.1				4.7			
Approach LOS	B				B											

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HCS7 Two-Way Stop-Control Report

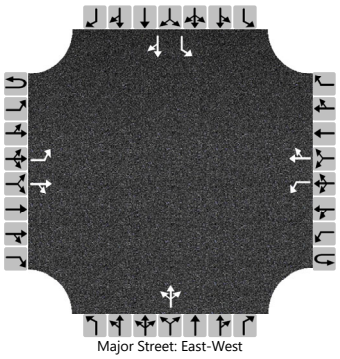
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Rodeo and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Rodeo
North/South Street	Galisteo
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		1	1	0
Configuration		L		TR		L		TR			LTR			L		TR
Volume (veh/h)		46	809	5		19	479	47		3	5	43		35	3	91
Percent Heavy Vehicles (%)		2				0				0	0	2		0	0	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.12				4.10				7.10	6.50	6.22		7.10	6.50	6.22
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.20				3.50	4.00	3.32		3.50	4.00	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		49				20					54			37		100
Capacity, c (veh/h)		1011				786					315			169		520
v/c Ratio		0.05				0.03					0.17			0.22		0.19
95% Queue Length, Q_{95} (veh)		0.2				0.1					0.6			0.8		0.7
Control Delay (s/veh)		8.7				9.7					18.8			32.3		13.6
Level of Service (LOS)		A				A					C			D		B
Approach Delay (s/veh)		0.5				0.3				18.8				18.7		
Approach LOS										C				C		

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HCS7 Two-Way Stop-Control Report

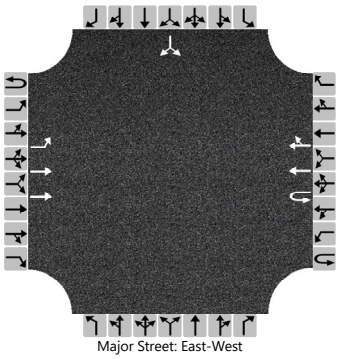
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	1	0	2	0		0	0	0		0	1	0
Configuration		L	T		U		T	TR							LR	
Volume (veh/h)	0	2	784		43		500	10						24		6
Percent Heavy Vehicles (%)	0	0			3									0		0
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4									7.5		6.9
Critical Headway (sec)		4.10			6.46									6.80		6.90
Base Follow-Up Headway (sec)		2.2			2.5									3.5		3.3
Follow-Up Headway (sec)		2.20			2.53									3.50		3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		2			46										32	
Capacity, c (veh/h)		1036			421										361	
v/c Ratio		0.00			0.11										0.09	
95% Queue Length, Q_{95} (veh)		0.0			0.4										0.3	
Control Delay (s/veh)		8.5			14.6										15.9	
Level of Service (LOS)		A			B										C	
Approach Delay (s/veh)	0.0				1.1								15.9			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

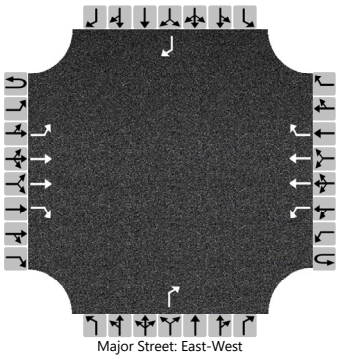
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build AM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	1		0	0	1		0	0	1
Configuration		L	T	R		L	T	R				R				R
Volume (veh/h)	0	7	739	111	0	197	399	25				232				108
Percent Heavy Vehicles (%)	0	0			0	2						2				2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized		No				No				No				No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1						6.9				6.9
Critical Headway (sec)		4.10				4.14						6.94				6.94
Base Follow-Up Headway (sec)		2.2				2.2						3.3				3.3
Follow-Up Headway (sec)		2.20				2.22						3.32				3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		8				214						252				117
Capacity, c (veh/h)		1111				735						598				788
v/c Ratio		0.01				0.29						0.42				0.15
95% Queue Length, Q_{95} (veh)		0.0				1.2						2.1				0.5
Control Delay (s/veh)		8.3				11.9						15.3				10.4
Level of Service (LOS)		A				B						C				B
Approach Delay (s/veh)		0.1				3.8				15.3				10.4		
Approach LOS										C				B		

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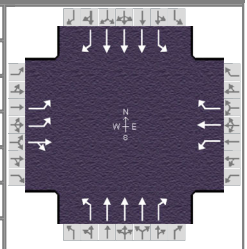
HCS7 Signalized Intersection Results Summary

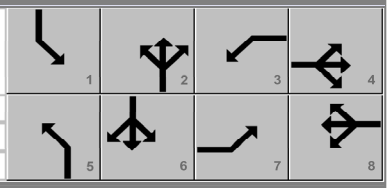
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	360	16	148	4	4	44	84	692	16	76	1516	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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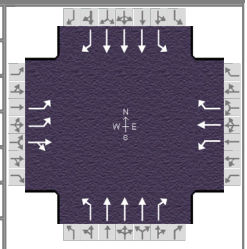
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	244	32	180	8	20	20	92	604	4	108	1284	232

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	1	2	3	4			
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	5	6	7	8			
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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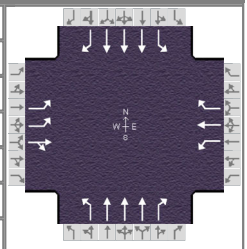
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	276	16	256	12	32	12	92	768	4	140	1584	248

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

								1	2	3	4	
Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0		5	6	7	8	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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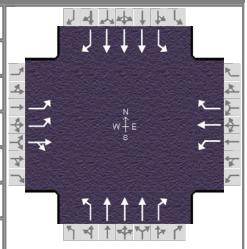
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	296	28	252	8	20	32	160	732	12	132	1676	272

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

									1	2	3	4	
Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0			5	6	7	8	
Red	0.0	0.0	0.0	0.0	0.0	0.0							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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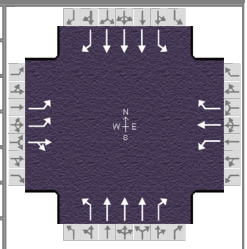
HCS7 Signalized Intersection Results Summary

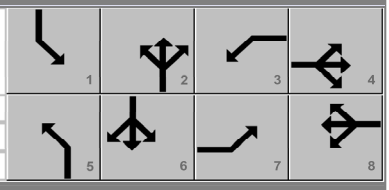
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	344	32	248	8	8	44	144	824	16	128	1860	264

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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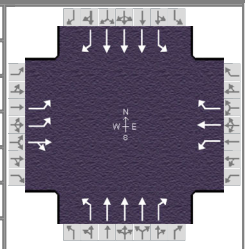
HCS7 Signalized Intersection Results Summary

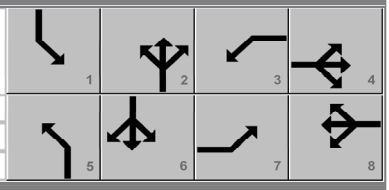
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	6> 17:15
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	324	24	320	24	12	28	120	916	12	152	1900	360

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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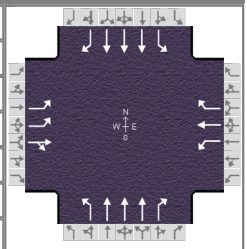
HCS7 Signalized Intersection Results Summary

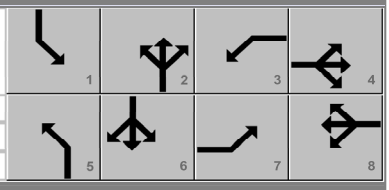
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	7> 17:30
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	40	200	8	12	32	100	684	12	132	1472	252

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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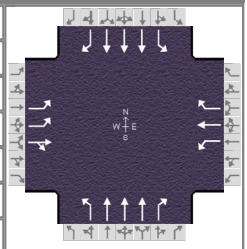
HCS7 Signalized Intersection Results Summary

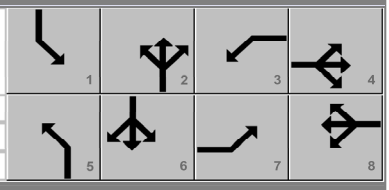
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	8> 17:45
Intersection	St Francis & Sawmill	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	208	44	236	16	16	16	104	628	16	148	1324	268

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	10	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0							
Yellow	0.0	0.0	0.0	0.0	0.0	0.0							
Red	0.0	0.0	0.0	0.0	0.0	0.0							



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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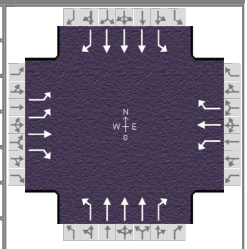
HCS7 Signalized Intersection Results Summary

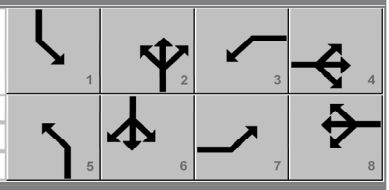
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	200	64	228	140	120	72	220	1140	44	104	2068	164

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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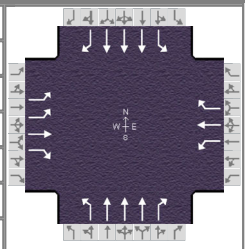
HCS7 Signalized Intersection Results Summary

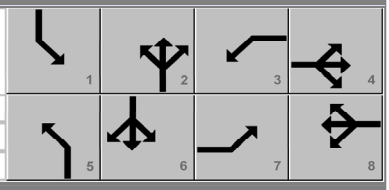
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	132	64	228	104	128	60	152	984	84	80	1816	140

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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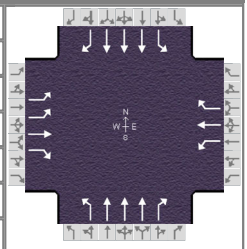
HCS7 Signalized Intersection Results Summary

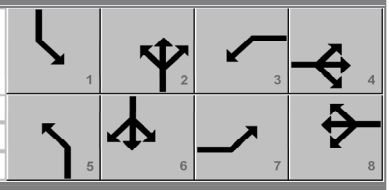
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	168	88	256	156	132	64	192	1296	56	76	2292	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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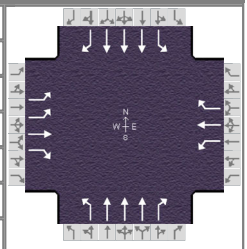
HCS7 Signalized Intersection Results Summary

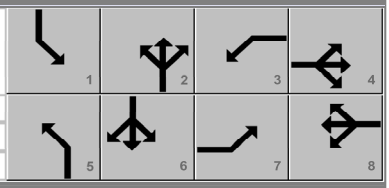
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	184	116	240	180	132	56	212	1352	64	80	2428	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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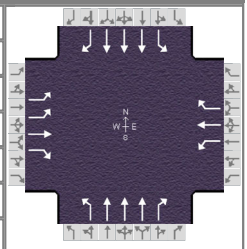
HCS7 Signalized Intersection Results Summary

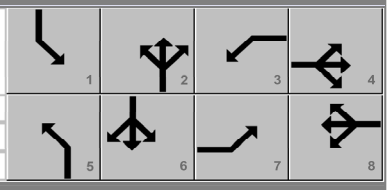
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	156	84	344	132	184	84	232	1416	108	56	2664	156

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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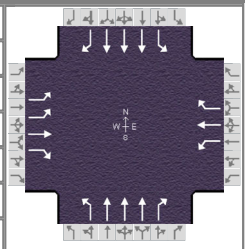
HCS7 Signalized Intersection Results Summary

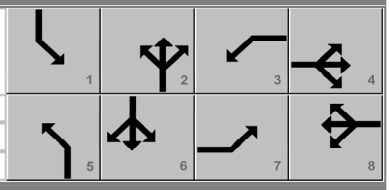
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	6> 17:15
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	164	120	340	176	168	84	268	1524	84	88	2820	164

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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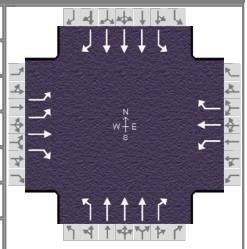
HCS7 Signalized Intersection Results Summary

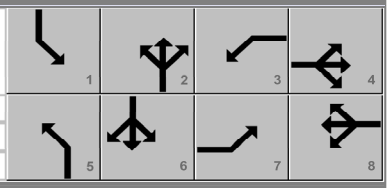
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	7> 17:30
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	108	92	288	100	136	100	148	1132	124	128	2008	200

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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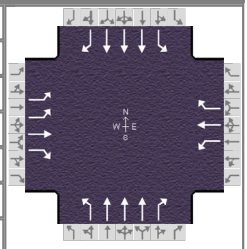
HCS7 Signalized Intersection Results Summary

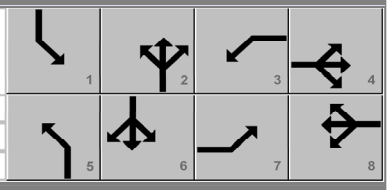
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	0	Analysis Year	Build PM	Analysis Period	8> 17:45
Intersection	St Francis & Siringo	File Name	BPM.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	80	84	292	136	80	96	184	1028	100	104	1980	108

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	111	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0	0	0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0	0	0	0	0	0	0	0	0	0	
Volume-to-Capacity Ratio (*X*)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0	0	0	0	0	0	0	0	0	0	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d_1), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Incremental Delay (d_2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (*d*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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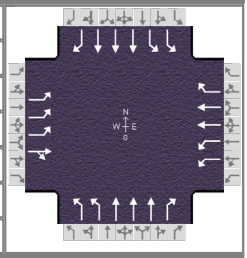
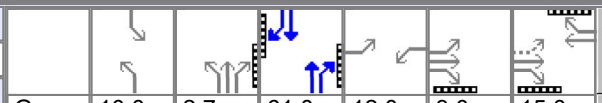
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	1> 16:00
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				

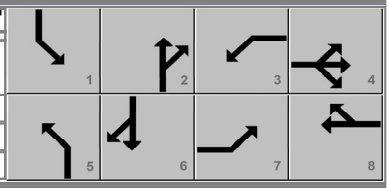


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	316	68	72	240	200	68	64	832	76	248	1684	392

Signal Information			
Cycle, s	130.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	10.0	2.7	61.0	12.0	3.0	15.0
Yellow	3.0	3.0	4.3	3.0	0.0	3.0
Red	1.0	1.0	2.0	3.0	0.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	21.0	24.0	18.0	21.0	20.7	74.0	14.0	67.3
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	9.7	11.5	10.7	8.8	4.5		11.0	
Green Extension Time (g_e), s	1.0	1.1	0.5	1.0	0.2	0.0	0.0	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	0.93		1.00	
Max Out Probability	0.01	0.07	0.22	0.14	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	316	140		240	200	68	72	938	86	242	1646	383
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1480	1788		1746	1781	1716	1746	1698	1716	1746	1182	1716
Queue Service Time (g_s), s	7.7	9.5		8.7	6.8	4.7	2.5	11.1	2.7	9.0	59.8	18.3
Cycle Queue Clearance Time (g_c), s	7.7	9.5		8.7	6.8	4.7	2.5	11.1	2.7	9.0	59.8	18.3
Green Ratio (*g/C*)	0.23	0.14		0.09	0.12	0.12	0.13	0.52	0.52	0.08	0.47	0.47
Capacity (*c*), veh/h	901	248		322	411	198	448	2653	894	269	1665	806
Volume-to-Capacity Ratio (*X*)	0.351	0.566		0.745	0.487	0.343	0.161	0.354	0.096	0.902	0.989	0.476
Back of Queue (*Q*), ft/ln (95 th percentile)	128.4	198.8		183	141.9	95.8	50.2	174.9	46.9	133.7	477.7	173.3
Back of Queue (*Q*), veh/ln (95 th percentile)	5.1	7.8		7.2	5.6	3.8	2.0	6.9	1.8	5.3	18.8	6.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.32	0.53		0.92	0.59	0.64	0.23	0.11	0.12	0.61	0.28	0.38
Uniform Delay (d_1), s/veh	41.6	52.3		57.5	53.9	53.0	53.3	13.2	12.5	62.5	34.6	20.6
Incremental Delay (d_2), s/veh	0.2	2.0		4.0	0.9	1.0	0.2	0.4	0.2	4.3	4.5	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	41.8	54.4		61.5	54.8	54.0	53.5	13.5	12.7	66.8	39.1	20.8
Level of Service (LOS)	D	D		E	D	D	D	B	B	E	D	C
Approach Delay, s/veh / LOS	45.7	D		57.9	E		16.1	B		39.0	D	
Intersection Delay, s/veh / LOS	36.1						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.86	C	2.56	C	2.43	B
Bicycle LOS Score / LOS	1.24	A	0.91	A	1.02	A	1.77	B

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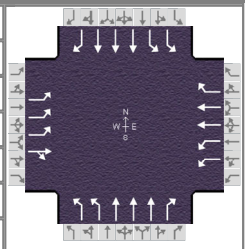
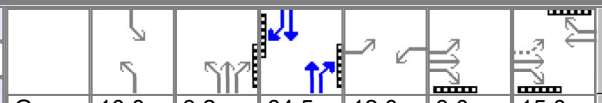
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	2> 16:15
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				

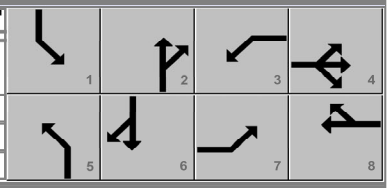


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	252	84	64	248	144	52	36	728	84	208	1524	296

Signal Information			
Cycle, s	130.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	10.0	3.2	64.5	12.0	3.0	15.0
Yellow	3.0	0.0	4.3	3.0	0.0	3.0
Red	1.0	0.0	2.0	3.0	0.0	3.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	21.0	24.0	18.0	21.0	17.2	74.0	14.0	70.8
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	4.1	4.1	4.1	4.1	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	7.6	12.0	11.0	6.8	3.3		10.2	
Green Extension Time (g_e), s	0.8	0.8	0.5	0.9	0.1	0.0	0.0	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	0.74		1.00	
Max Out Probability	0.00	0.07	0.28	0.04	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	252	148		248	144	52	37	745	86	220	1614	314
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1574	1800		1746	1781	1716	1746	1698	1716	1746	1188	1716
Queue Service Time (g_s), s	5.6	10.0		9.0	4.8	3.6	1.3	9.4	2.8	8.2	52.1	10.0
Cycle Queue Clearance Time (g_c), s	5.6	10.0		9.0	4.8	3.6	1.3	9.4	2.8	8.2	52.1	10.0
Green Ratio (*g/C*)	0.23	0.14		0.09	0.12	0.12	0.10	0.52	0.52	0.08	0.50	0.50
Capacity (*c*), veh/h	1002	249		322	411	198	356	2653	894	269	1767	851
Volume-to-Capacity Ratio (*X*)	0.251	0.594		0.769	0.350	0.263	0.104	0.281	0.096	0.820	0.914	0.368
Back of Queue (*Q*), ft/ln (95 th percentile)	100.5	209		191.4	100.2	72.4	25.9	157.1	49.7	158.8	423.6	127.6
Back of Queue (*Q*), veh/ln (95 th percentile)	4.0	8.2		7.5	3.9	2.8	1.0	6.2	2.0	6.3	16.7	5.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.25	0.56		0.96	0.42	0.48	0.12	0.10	0.13	0.72	0.25	0.28
Uniform Delay (d_1), s/veh	40.7	52.6		57.6	53.0	52.5	55.2	14.9	13.2	62.1	23.4	11.9
Incremental Delay (d_2), s/veh	0.1	2.4		5.0	0.5	0.7	0.1	0.3	0.2	9.0	4.4	0.6
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	40.9	55.0		62.7	53.5	53.2	55.3	15.1	13.4	71.1	27.8	12.4
Level of Service (LOS)	D	D		E	D	D	E	B	B	E	C	B
Approach Delay, s/veh / LOS	46.1	D		58.6	E		16.7	B		30.0	C	
Intersection Delay, s/veh / LOS	31.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.86	C	2.56	C	2.42	B
Bicycle LOS Score / LOS	1.15	A	0.85	A	0.95	A	1.60	B

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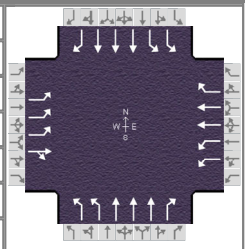
HCS7 Signalized Intersection Results Summary

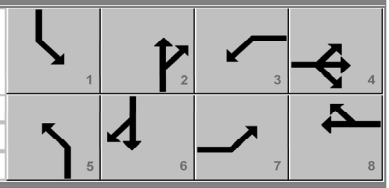
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	3> 16:30
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	372	164	84	248	256	64	96	876	76	212	1776	524

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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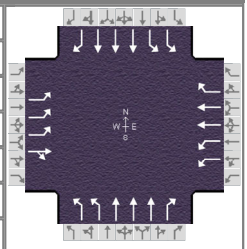
HCS7 Signalized Intersection Results Summary

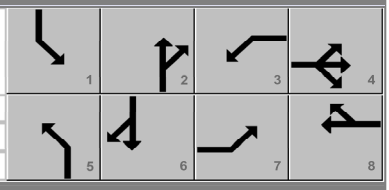
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	4> 16:45
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	448	128	76	296	260	40	84	936	88	244	1836	568

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, (*Y+R c*), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (*g s*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (*g e*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (*g s*), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (*g c*), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d 1*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (*d 2*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (*d 3*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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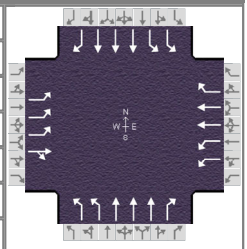
HCS7 Signalized Intersection Results Summary

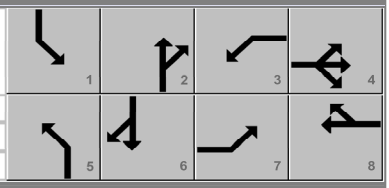
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	5> 17:00
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	432	156	100	296	304	44	108	1016	72	196	2084	584

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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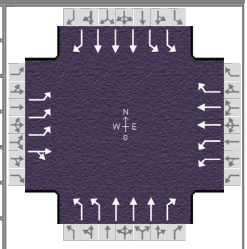
HCS7 Signalized Intersection Results Summary

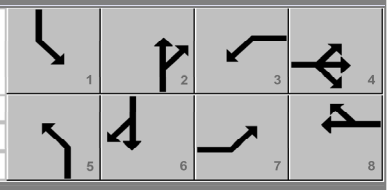
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	6> 17:15
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	492	180	60	312	312	64	104	1080	96	284	2096	680

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, (*Y+R c*), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (*g s*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (*g e*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (*g s*), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (*g c*), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d 1*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (*d 2*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (*d 3*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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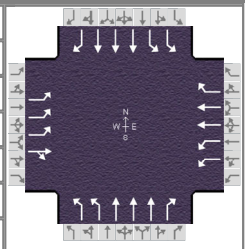
HCS7 Signalized Intersection Results Summary

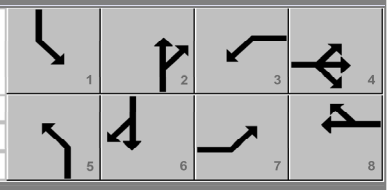
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	7> 17:30
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	296	116	48	320	176	12	68	836	68	212	1604	504

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0						
Yellow	0.0	0.0	0.0	0.0	0.0	0.0						
Red	0.0	0.0	0.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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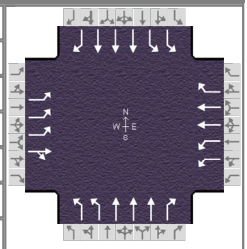
HCS7 Signalized Intersection Results Summary

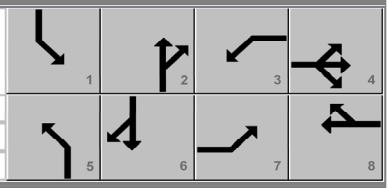
General Information				Intersection Information	
Agency	BHI			Duration, h	0.250
Analyst	MB	Analysis Date	Jul 30, 2020	Area Type	Other
Jurisdiction		Time Period		PHF	1.00
Urban Street	St Francis	Analysis Year	Build PM	Analysis Period	8> 17:45
Intersection	St Francis & Zia	File Name	BPM_adjustedEBT.xus		
Project Description	Build PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	284	112	36	224	192	60	68	760	88	232	1492	452

Signal Information			
Cycle, s	0.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	4.0	6.3	4.0	6.3
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0		0	0	0	0	0	0	0	0	0
Queue Service Time (g_s), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Queue Clearance Time (g_c), s	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Ratio (*g/C*)												
Capacity (*c*), veh/h	0	0		0	0	0	0	0	0	0	0	0
Volume-to-Capacity Ratio (*X*)	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Back of Queue (*Q*), ft/ln (95 th percentile)	0	0		0	0	0	0	0	0	0	0	0
Back of Queue (*Q*), veh/ln (95 th percentile)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Incremental Delay (d_2), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Level of Service (LOS)												
Approach Delay, s/veh / LOS	0.0			0.0			0.0			0.0		
Intersection Delay, s/veh / LOS	0.0						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A
Bicycle LOS Score / LOS	0.00	A	0.00	A	0.00	A	0.00	A

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HCS7 Two-Way Stop-Control Report

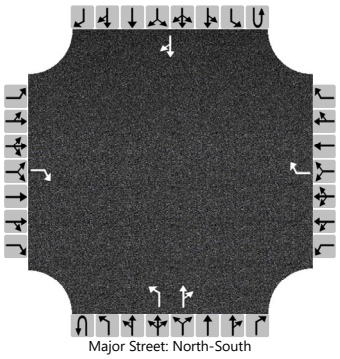
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Rail Runner
Jurisdiction	City of Santa Fe
East/West Street	Rail Runner Entrance
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	1	0	1	1	0	0	0	1	0
Configuration				R				R		L		TR				TR
Volume (veh/h)				6				20		0	143	1			180	5
Percent Heavy Vehicles (%)				2				2		2						
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No				No											
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2				6.2		4.1						
Critical Headway (sec)				6.22				6.22		4.12						
Base Follow-Up Headway (sec)				3.3				3.3		2.2						
Follow-Up Headway (sec)				3.32				3.32		2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				7				22		0						
Capacity, c (veh/h)				843				890		1371						
v/c Ratio				0.01				0.02		0.00						
95% Queue Length, Q_{95} (veh)				0.0				0.1		0.0						
Control Delay (s/veh)				9.3				9.1		7.6						
Level of Service (LOS)				A				A		A						
Approach Delay (s/veh)	9.3				9.1				0.0							
Approach LOS	A				A											

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HCS7 Two-Way Stop-Control Report

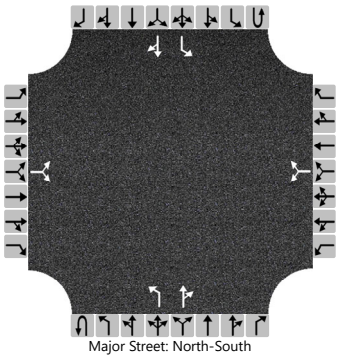
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Calle Lumino
Jurisdiction	City of Santa Fe
East/West Street	Calle Luminoso
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LR				LR			L		TR		L		TR
Volume (veh/h)		5		6		26		14		0	185	19		129	183	11
Percent Heavy Vehicles (%)		0		0		0		0		0				0		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2		7.1		6.2		4.1				4.1		
Critical Headway (sec)		7.10		6.20		7.10		6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5		3.3		3.5		3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50		3.30		3.50		3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12				43			0				140		
Capacity, c (veh/h)			560				503			1372				1359		
v/c Ratio			0.02				0.09			0.00				0.10		
95% Queue Length, Q_{95} (veh)			0.1				0.3			0.0				0.3		
Control Delay (s/veh)			11.6				12.8			7.6				8.0		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)		11.6				12.8				0.0				3.2		
Approach LOS		B				B										

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HCS7 Two-Way Stop-Control Report

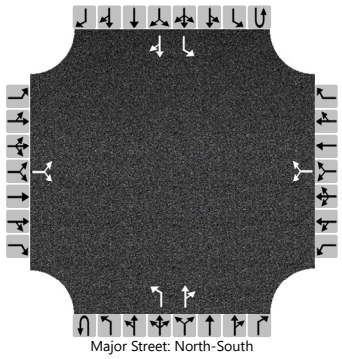
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2024
Time Analyzed	Build PM
Intersection Orientation	North-South
Project Description	Zia Station

Site Information

Intersection	Galisteo and Cam Pabilo
Jurisdiction	City of Santa Fe
East/West Street	Camino de Pabilo
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LR				LR			L		TR		L		TR
Volume (veh/h)		2		6		84		99		4	72	13		65	136	16
Percent Heavy Vehicles (%)		0		0		0		0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2		7.1		6.2		4.1				4.1		
Critical Headway (sec)		7.10		6.20		7.10		6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5		3.3		3.5		3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50		3.30		3.50		3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			9				199			4				71		
Capacity, c (veh/h)			757				746			1425				1515		
v/c Ratio			0.01				0.27			0.00				0.05		
95% Queue Length, Q_{95} (veh)			0.0				1.1			0.0				0.1		
Control Delay (s/veh)			9.8				11.6			7.5				7.5		
Level of Service (LOS)			A				B			A				A		
Approach Delay (s/veh)	9.8				11.6				0.3				2.2			
Approach LOS	A				B											

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HCS7 Two-Way Stop-Control Report

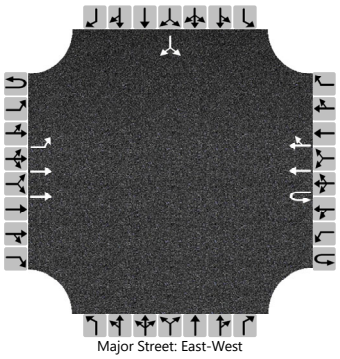
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Build PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Candelero
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Candelero
Peak Hour Factor	0.94
Analysis Time Period (hrs)	1.00

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	1	0	2	0		0	0	0		0	1	0
Configuration		L	T		U		T	TR							LR	
Volume (veh/h)	0	4	515		24		817	34						20		5
Percent Heavy Vehicles (%)	0	0			3									0		0
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4									7.5		6.9
Critical Headway (sec)		4.10			6.46									6.80		6.90
Base Follow-Up Headway (sec)		2.2			2.5									3.5		3.3
Follow-Up Headway (sec)		2.20			2.53									3.50		3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4			26										27	
Capacity, c (veh/h)		760			641										300	
v/c Ratio		0.01			0.04										0.09	
95% Queue Length, Q_{95} (veh)		0.0			0.1										0.3	
Control Delay (s/veh)		9.8			10.8										18.2	
Level of Service (LOS)		A			B										C	
Approach Delay (s/veh)	0.1				0.3								18.2			
Approach LOS													C			

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HCS7 Two-Way Stop-Control Report

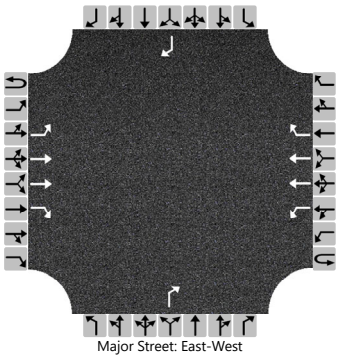
General Information

Analyst	MB
Agency/Co.	BHI
Date Performed	8/6/2020
Analysis Year	2020
Time Analyzed	Build PM
Intersection Orientation	East-West
Project Description	Zia Station

Site Information

Intersection	Zia and Galisteo
Jurisdiction	City of Santa Fe
East/West Street	Zia
North/South Street	Galisteo
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	1		0	0	1		0	0	1
Configuration		L	T	R		L	T	R				R				R
Volume (veh/h)	0	13	476	69	0	229	765	47				185				60
Percent Heavy Vehicles (%)	0	0			0	2						2				2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized		No				No				No				No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1						6.9				6.9
Critical Headway (sec)		4.10				4.14						6.94				6.94
Base Follow-Up Headway (sec)		2.2				2.2						3.3				3.3
Follow-Up Headway (sec)		2.20				2.22						3.32				3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		14				249						201				65
Capacity, c (veh/h)		775				979						740				586
v/c Ratio		0.02				0.25						0.27				0.11
95% Queue Length, Q_{95} (veh)		0.1				1.0						1.1				0.4
Control Delay (s/veh)		9.7				9.9						11.7				11.9
Level of Service (LOS)		A				A						B				B
Approach Delay (s/veh)		0.2				2.2				11.7				11.9		
Approach LOS										B				B		

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APPENDIX F

SAFETY ANALYSIS

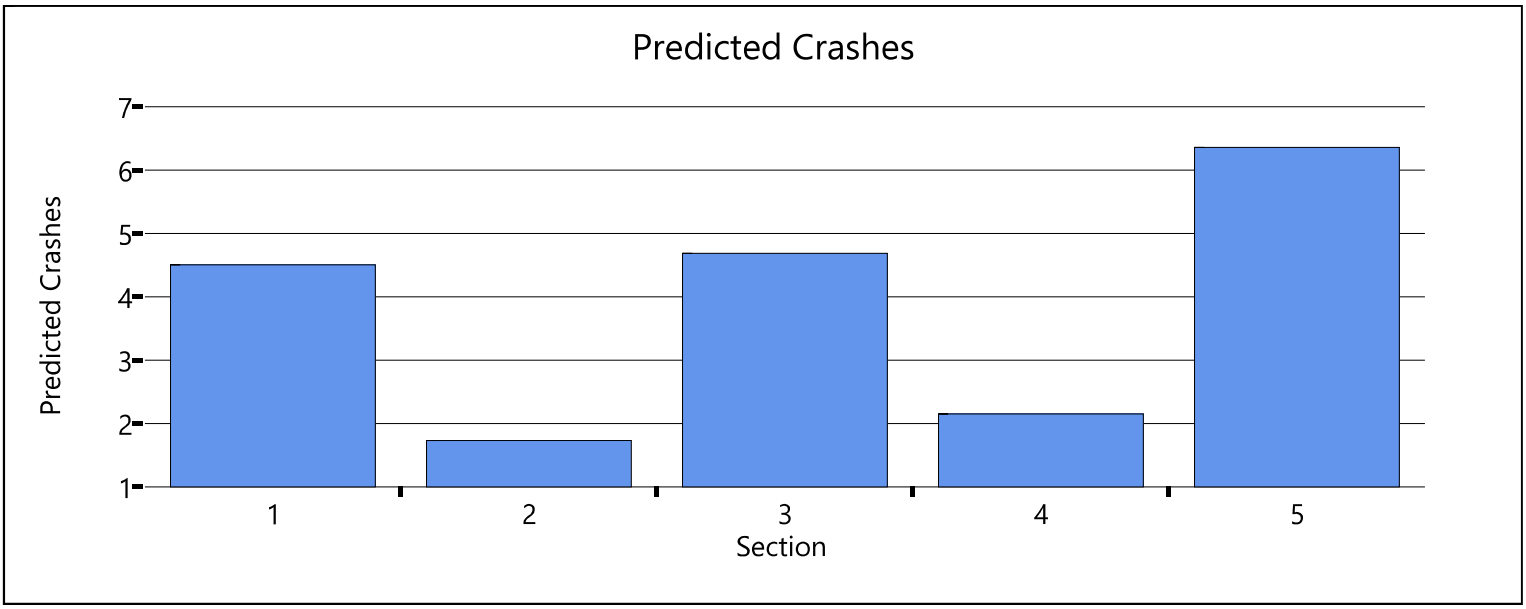
Highway Safety Software Facility Report

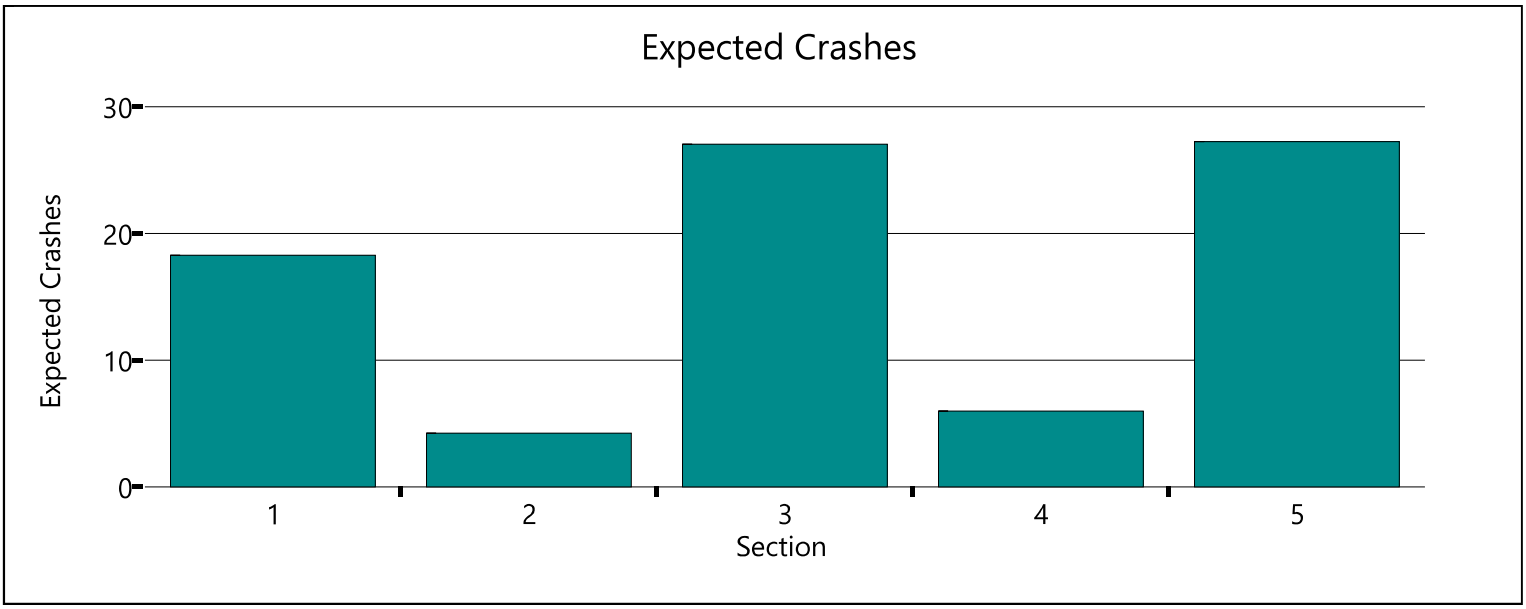
Project Information

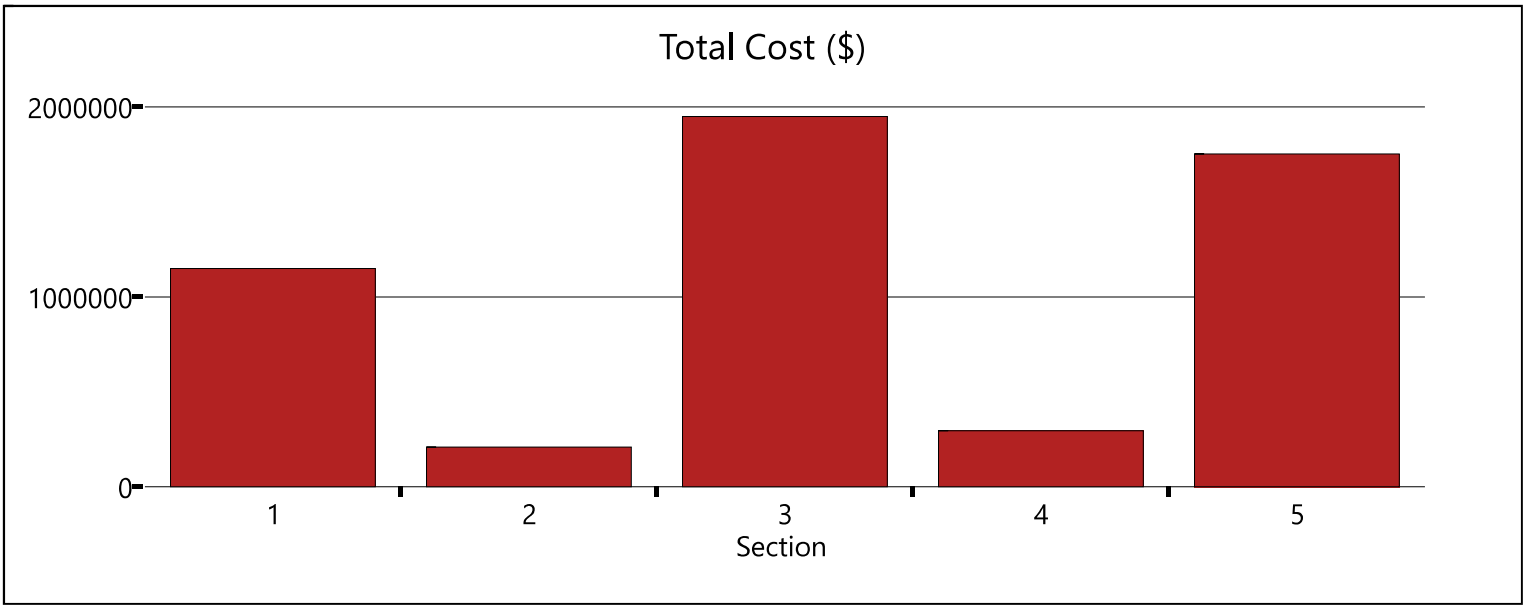
Analyst	MG	Date	8/11/2020
Jurisdiction	Santa Fe	Analysis Year	2020
Project Description	St. Francis Drive_Existing		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Intersection	Four Approach Signal (4SG)	-	0.565	4.506	18.295	$1148517
2	Segment	Four-Lane Divided Segment (4D)	0.330	0.878	1.733	4.233	$208906
3	Intersection	Four Approach Signal (4SG)	-	0.399	4.687	27.047	$1948431
4	Segment	Four-Lane Divided Segment (4D)	0.340	0.877	2.152	5.979	$294508
5	Intersection	Four Approach Signal (4SG)	-	0.491	6.359	27.263	$1752001







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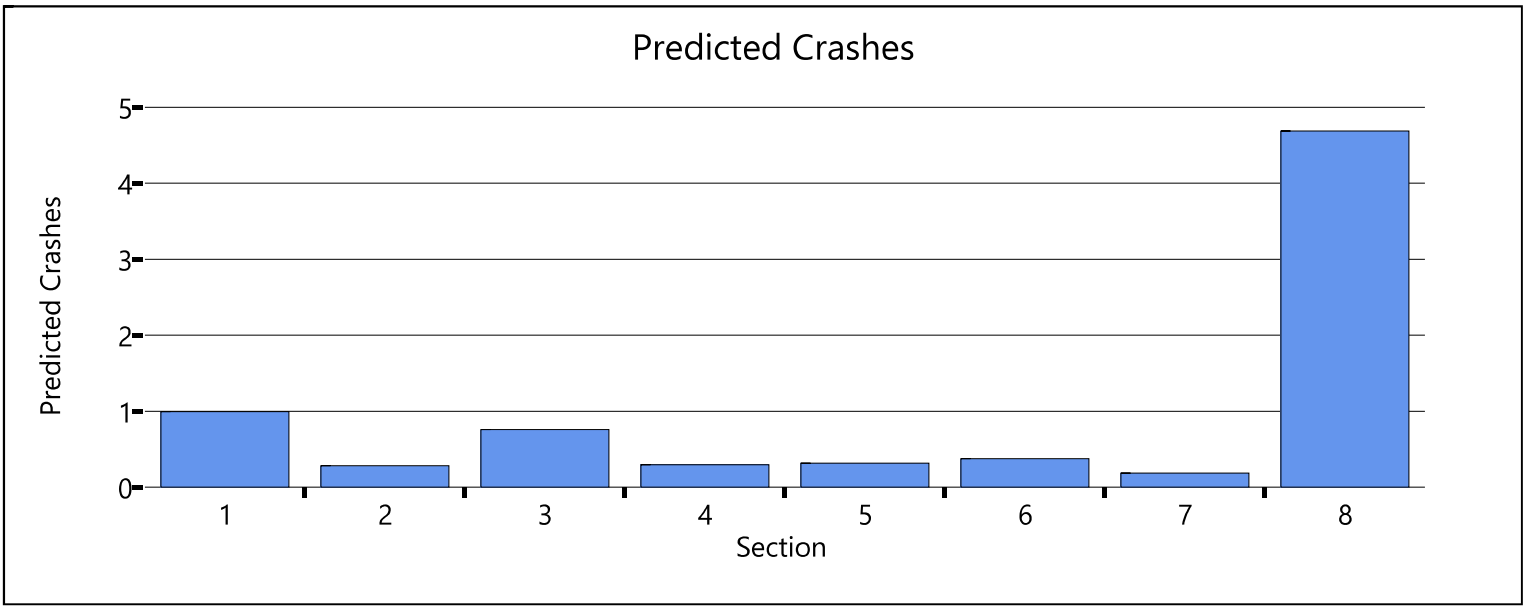
Highway Safety Software Facility Report

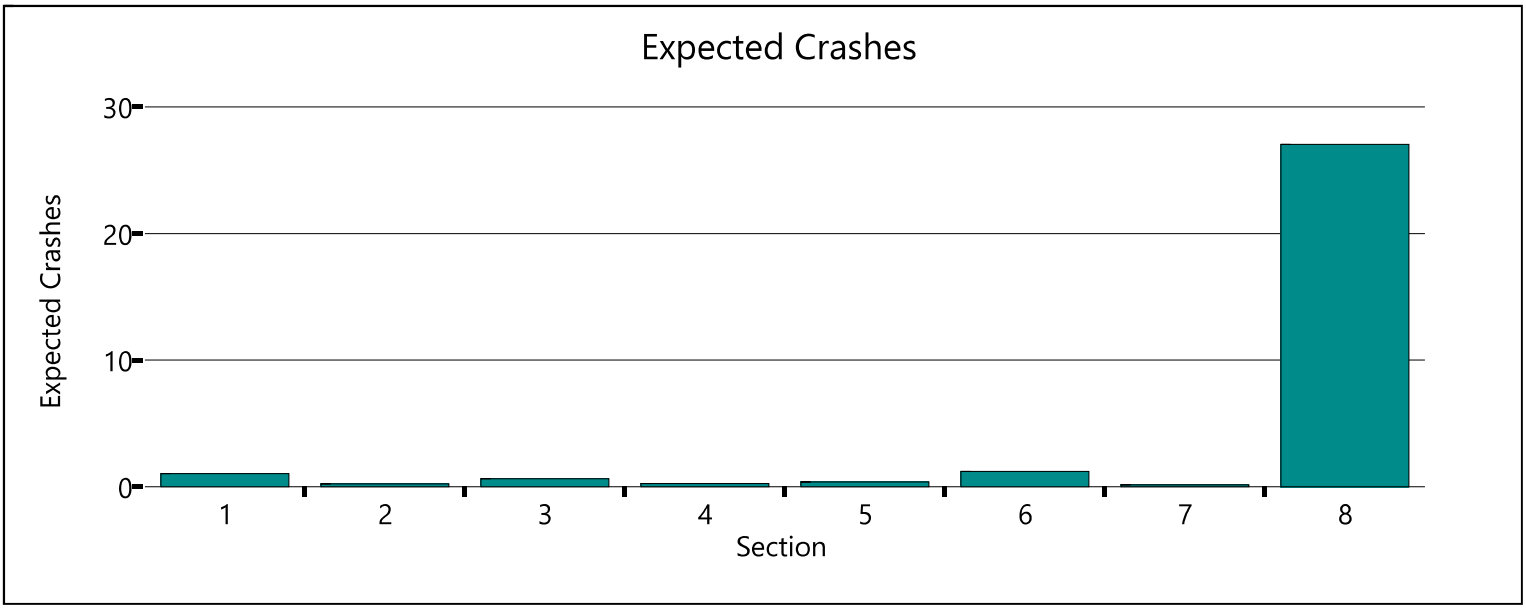
Project Information

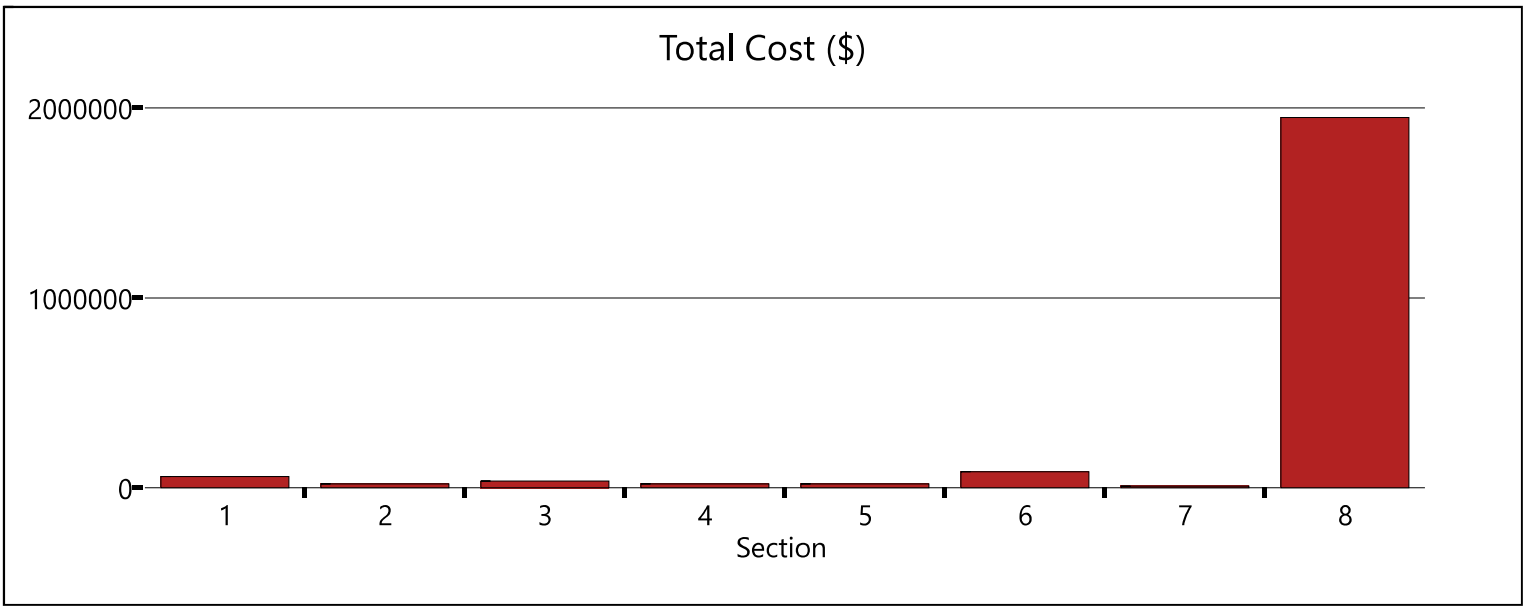
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2020
Project Description	Zia_Existing		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Segment	Four-Lane Undivided Segment (4U)	0.200	1.033	0.994	1.050	$59504
2	Intersection	Three Approach Stop (3ST)	-	0.609	0.282	0.244	$19975
3	Segment	Four-Lane Undivided Segment (4U)	0.250	1.022	0.757	0.642	$35033
4	Intersection	Three Approach Stop (3ST)	-	0.609	0.298	0.255	$20897
5	Segment	Four-Lane Undivided Segment (4U)	0.100	0.999	0.316	0.394	$21416
6	Intersection	Three Approach Stop (3ST)	-	0.352	0.375	1.221	$85217
7	Segment	Four-Lane Undivided Segment (4U)	0.080	0.968	0.187	0.168	$9284
8	Intersection	Four Approach Signal (4SG)	-	0.399	4.687	27.047	$1948431







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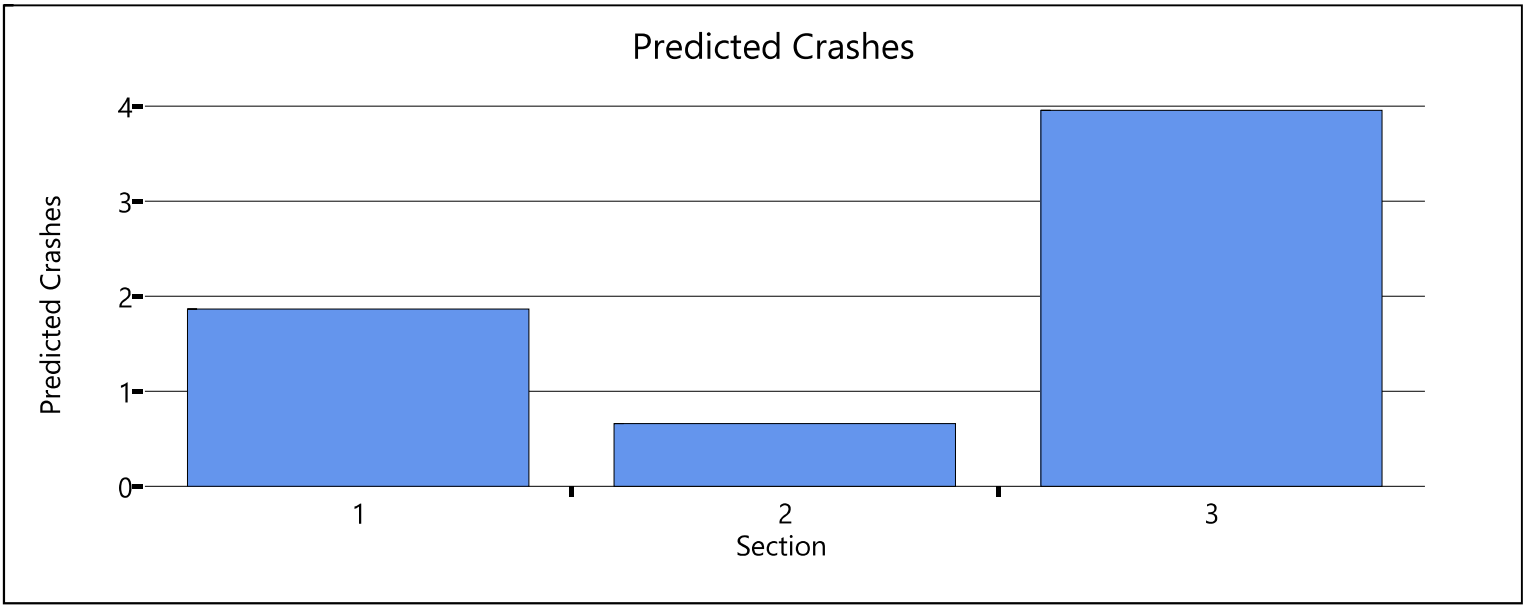
Highway Safety Software Facility Report

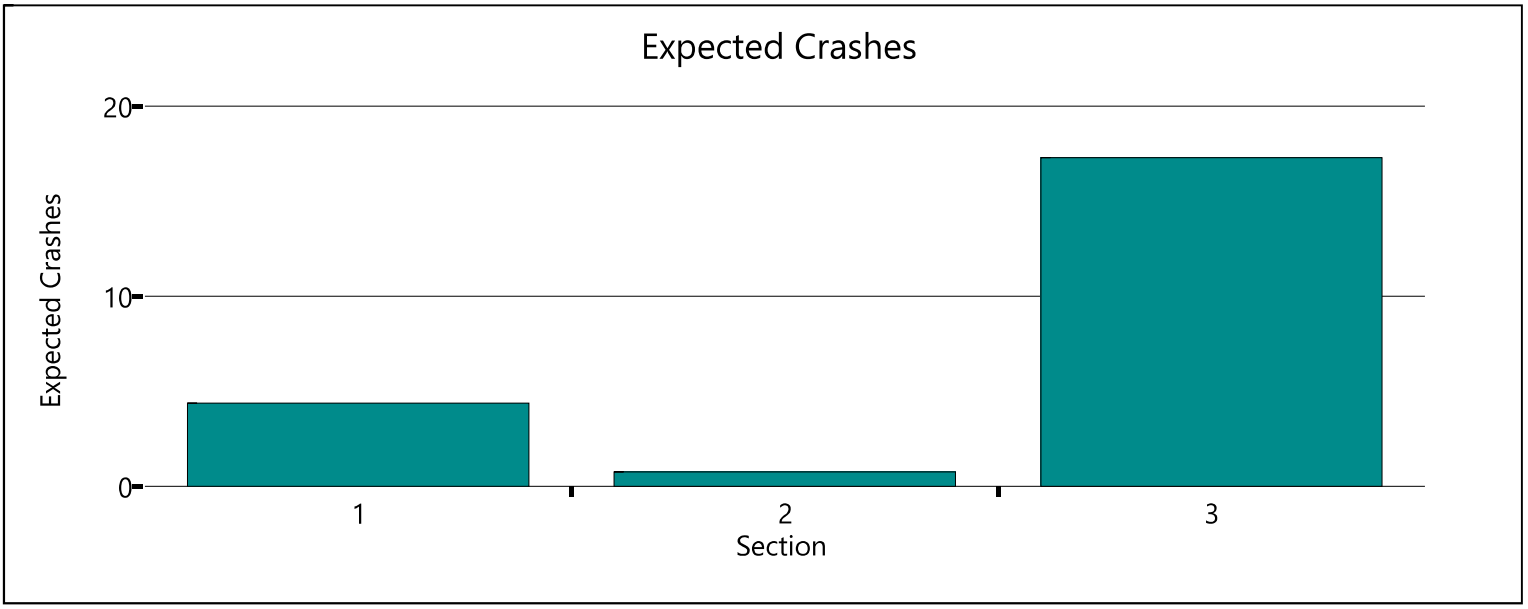
Project Information

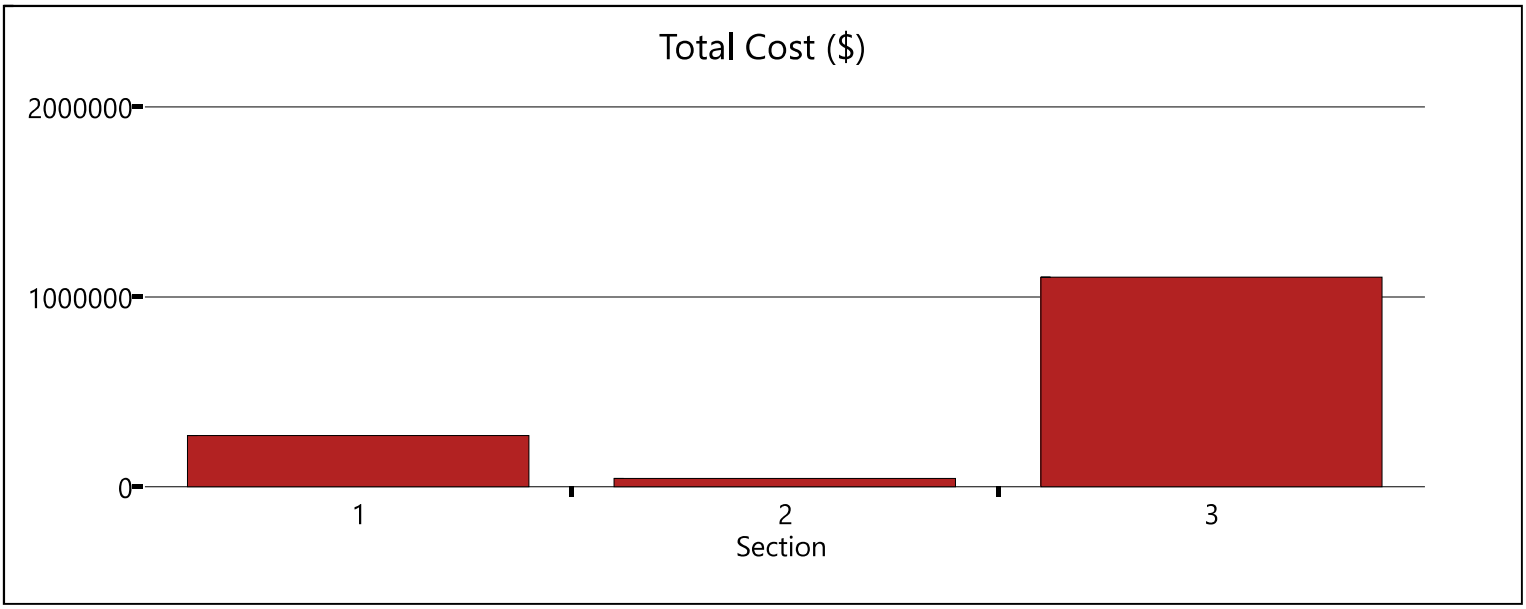
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2020
Project Description	Sawmill_Existing		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Intersection	Four Approach Signal (4SG)	-	0.508	1.865	4.369	$269431
2	Segment	Four-Lane Undivided Segment (4U)	0.310	1.000	0.659	0.756	$44374
3	Intersection	Four Approach Signal (4SG)	-	0.491	3.956	17.297	$1103471







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Highway Safety Software Urban Intersection Report

Project Information

Analyst	MG	Date	8/11/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	St. Francis Drive_No Build	Section Number	5

Input Data

Intersection Type	Four Approach Signal (4SG)		
$AADT_{maj}$ (veh/day)	42153	$AADT_{min}$ (veh/day)	9715
Intersection Red Light Cameras	No	Lighting	Yes
Approaches with Left-Turn Lanes	4	Approaches with Right-Turn Lanes	4
Types of Left-Turn Phasing	ProtectedPermissive | ProtectedPermissive | ProtectedPermissive | ProtectedPermissive		
# Alcohol Sales Establishments (<1000 ft)	0	# Bus Stops(<1000ft)	0
School within 1000 ft?	No	Max Lanes Crossed by Pedestrian	9
Pedestrian Crossing Volume (Ped/day)	3200	Calibration Factor	1.00

Crash Modification Factors

Left-Turn Lanes - CMF1	0.660	Red Light Running Cameras - CMF6	1.000
Left Turn Phases - CMF2	0.961	Bus Stops - CMF1p	1.000
Right-Turn Lanes - CMF3	0.850	Schools - CMF2p	1.000
Right-Turn on Red - CMF4	1.000	Alcohol Sales - CMF3p	1.000
Lighting - CMF5	0.911		
Combined CMF (Vehicle)	0.491	Combined CMF (Pedestrian)	1.000

Predicted Roadway Section Crashes

Crash Severity	$N_{spf,rs}$ by Severity	Predicted Crash Frequency
Fatal and Injury (FI)	4.522	2.522
Property Damage Only (PDO)	8.472	4.158
Total	12.995	6.680

Expected Roadway Section Crashes

Crash Severity	Average Observed Crashes	Weight	Expected Crash Frequency
Fatal and Injury (FI)	-	-	10.448
Property Damage Only (PDO)	-	-	17.226
Total	-	-	27.674

Economic Analysis (Expected Crashes)

Crash Severity	Per Crash Societal Crash Cost	Expected Annual Crashes	Total Societal Crash Cost
Fatal and Injury (FI)	$158,200.00	10.448	$1,652,802.07
Property Damage Only (PDO)	$7,400.00	17.226	$127,475.75
Total	-	27.674	$1,780,277.82

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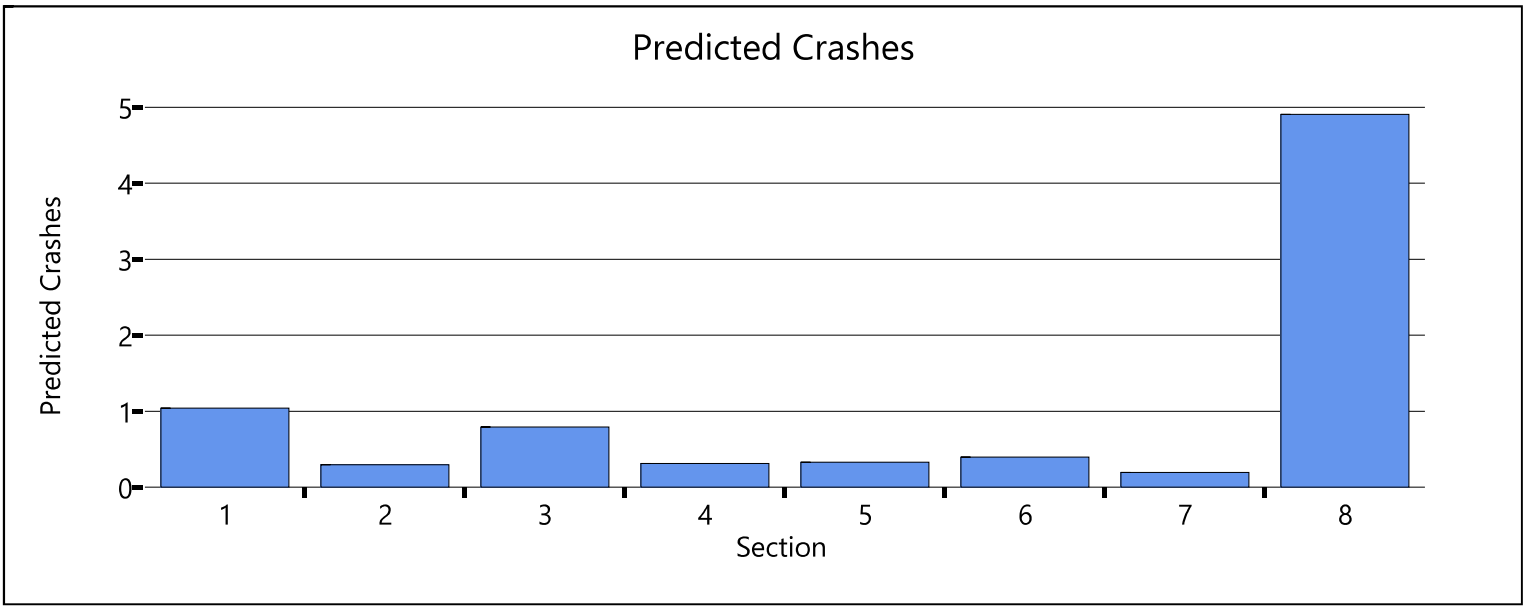
Highway Safety Software Facility Report

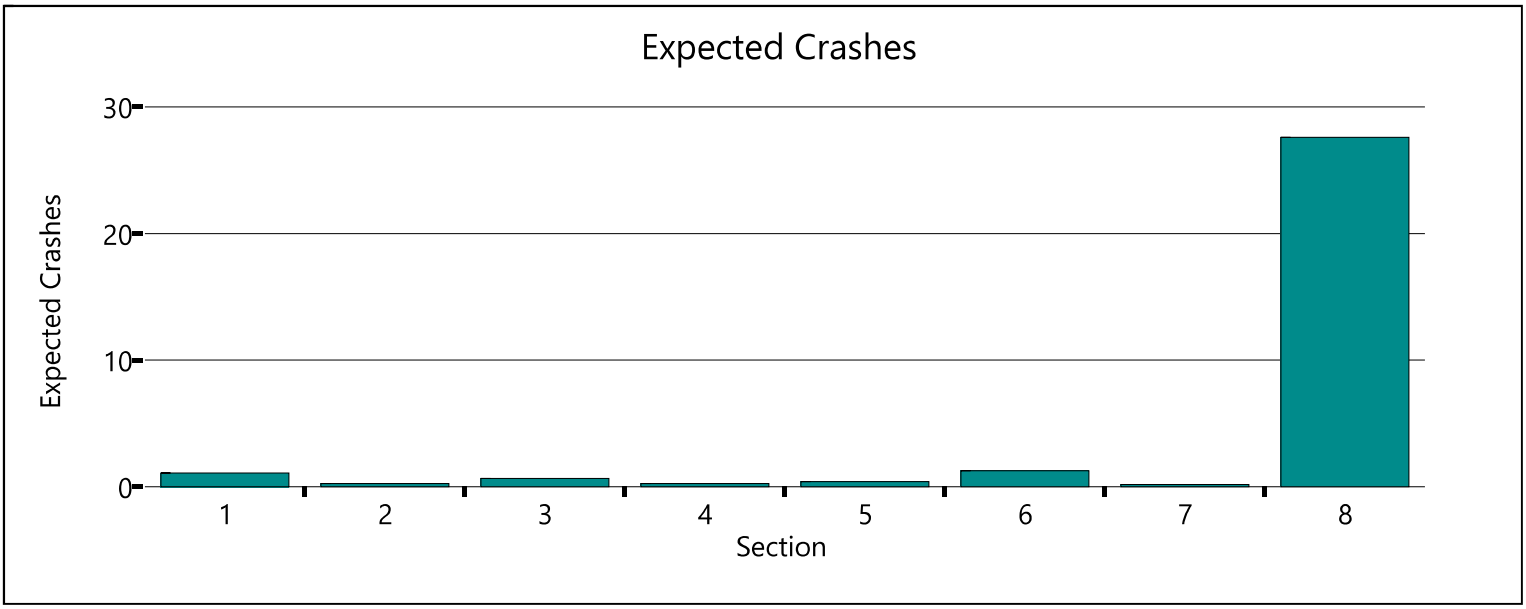
Project Information

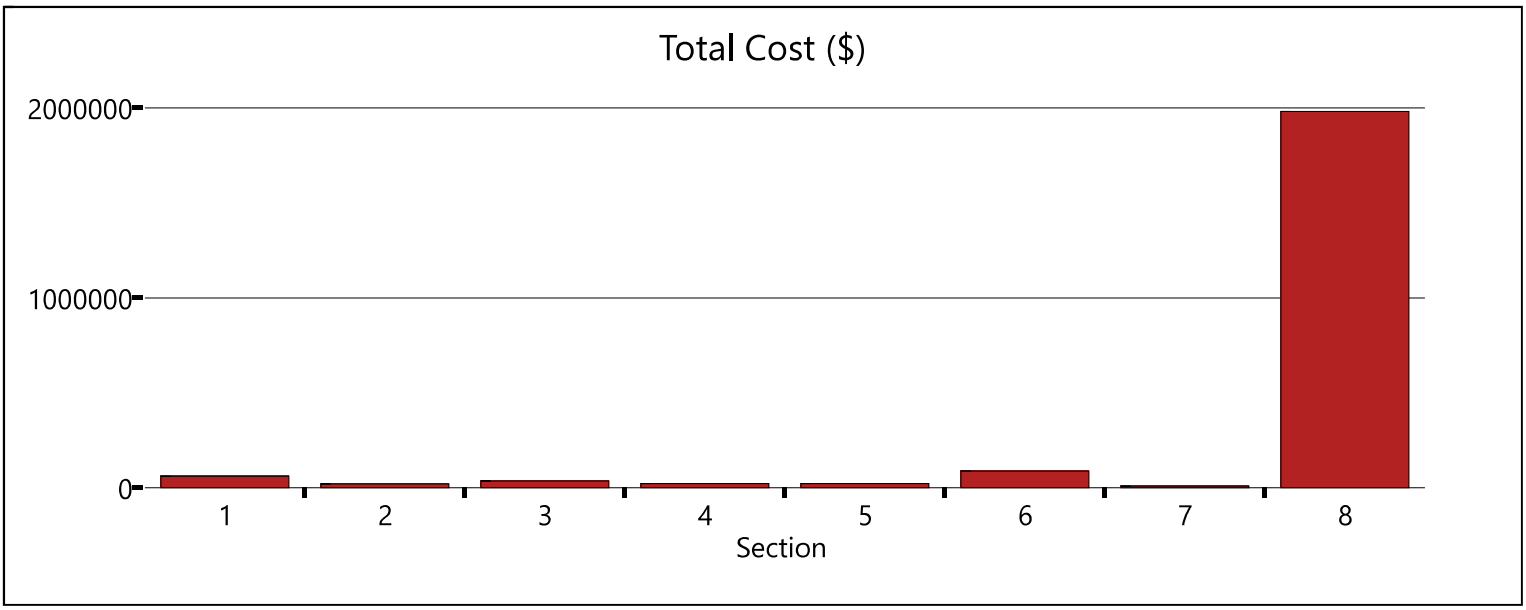
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	Zia_No Build		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Segment	Four-Lane Undivided Segment (4U)	0.200	1.033	1.041	1.085	$61379
2	Intersection	Three Approach Stop (3ST)	-	0.609	0.298	0.255	$20827
3	Segment	Four-Lane Undivided Segment (4U)	0.250	1.022	0.794	0.663	$36074
4	Intersection	Three Approach Stop (3ST)	-	0.609	0.314	0.266	$21747
5	Segment	Four-Lane Undivided Segment (4U)	0.100	0.999	0.331	0.410	$22221
6	Intersection	Three Approach Stop (3ST)	-	0.352	0.397	1.277	$88823
7	Segment	Four-Lane Undivided Segment (4U)	0.080	0.968	0.196	0.175	$9642
8	Intersection	Four Approach Signal (4SG)	-	0.399	4.908	27.587	$1981626







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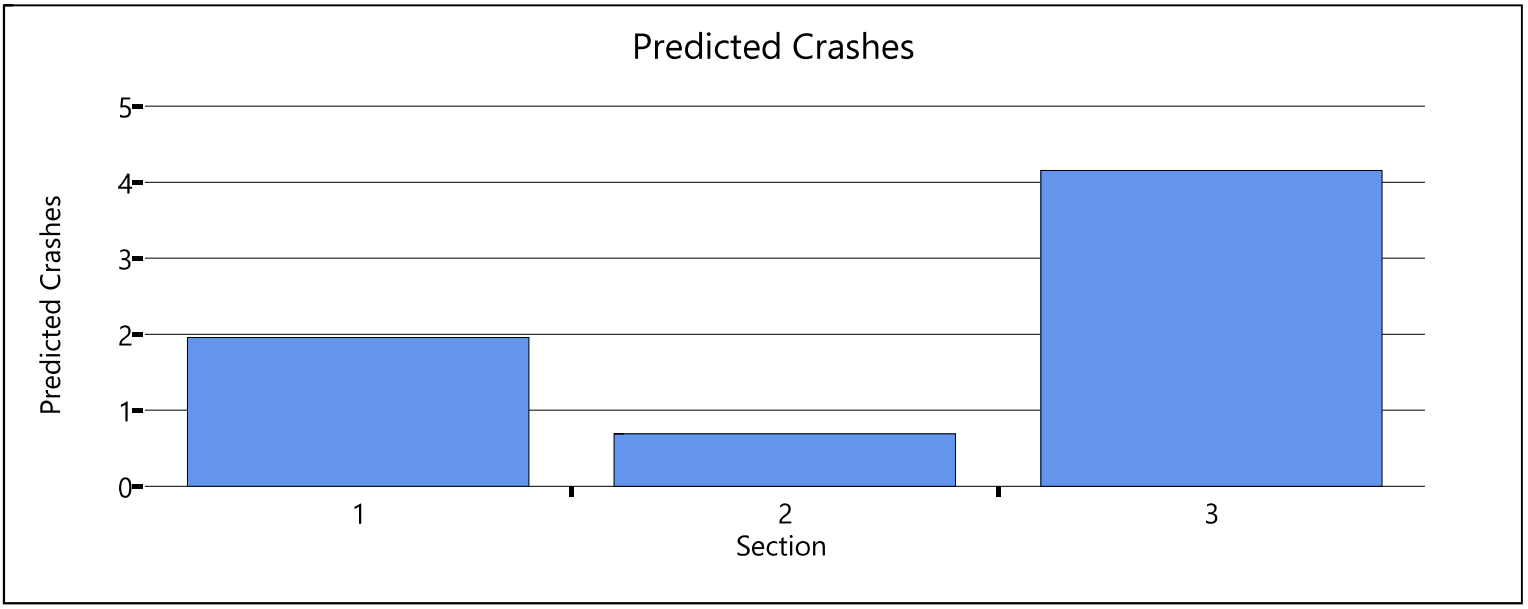
Highway Safety Software Facility Report

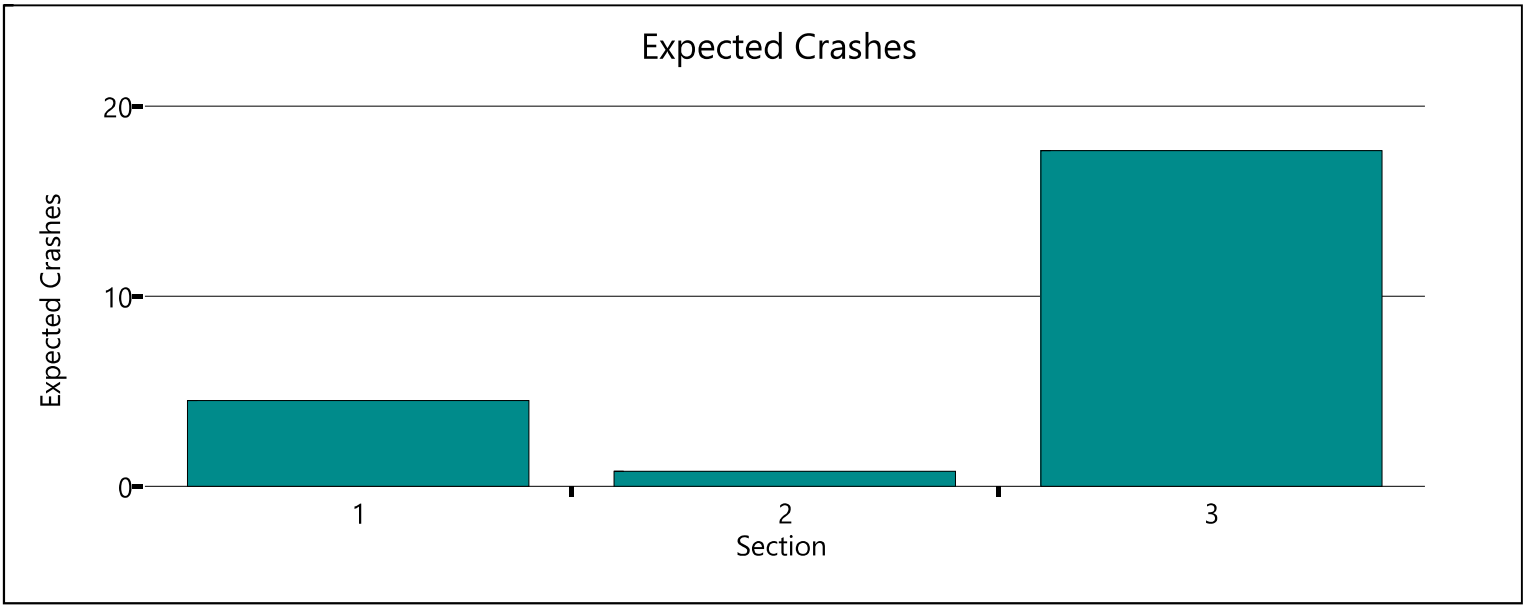
Project Information

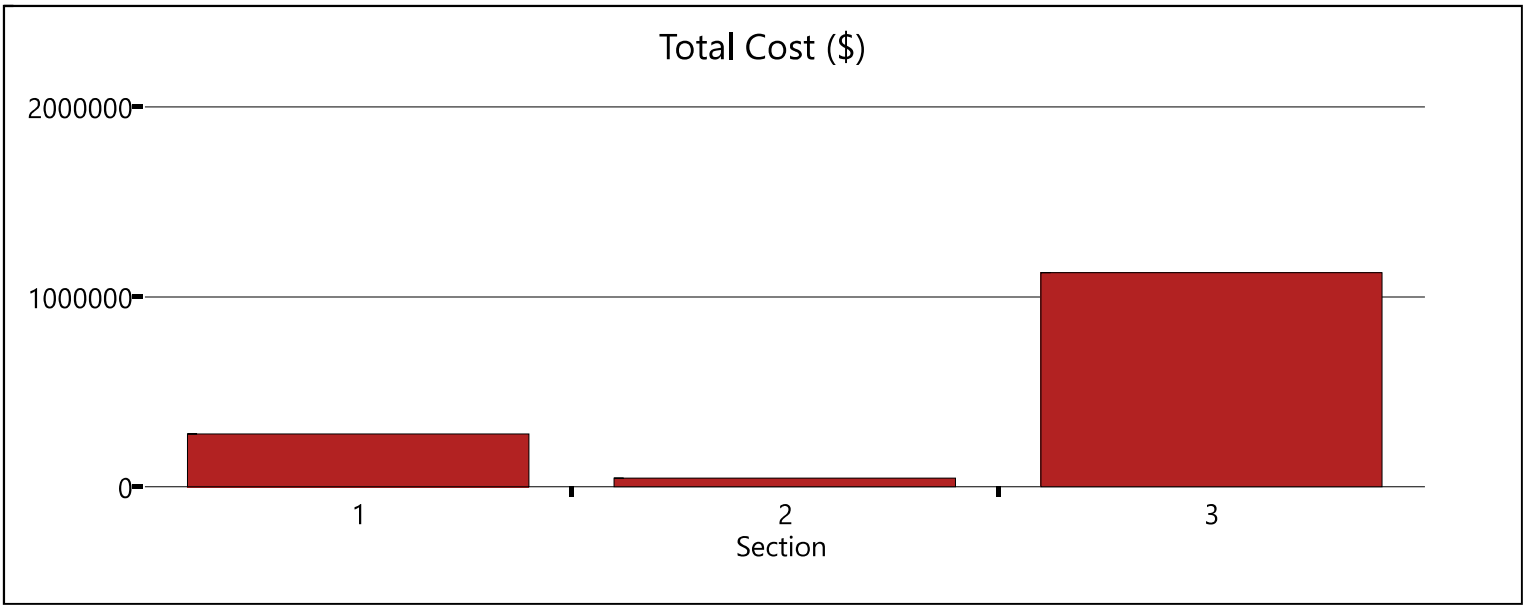
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	Sawmill_No Build		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Intersection	Four Approach Signal (4SG)	-	0.508	1.957	4.504	$277589
2	Segment	Four-Lane Undivided Segment (4U)	0.310	1.000	0.690	0.783	$45878
3	Intersection	Four Approach Signal (4SG)	-	0.491	4.154	17.661	$1127207







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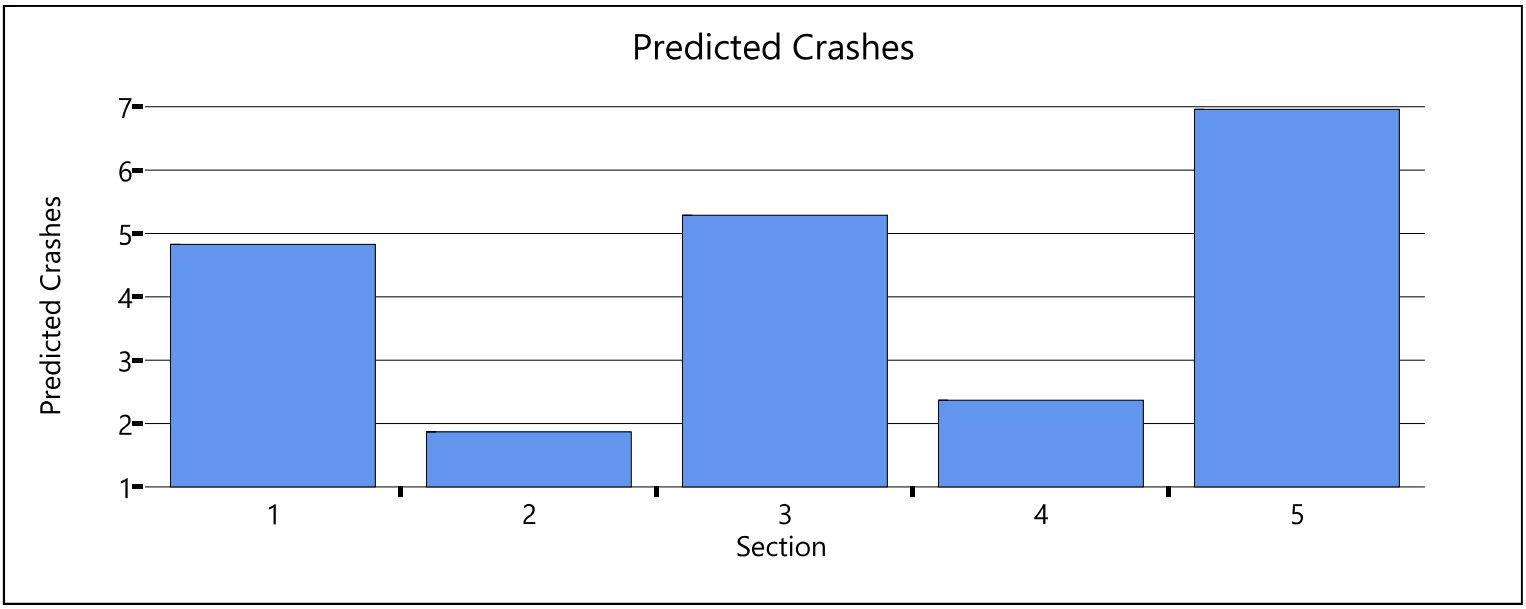
Highway Safety Software Facility Report

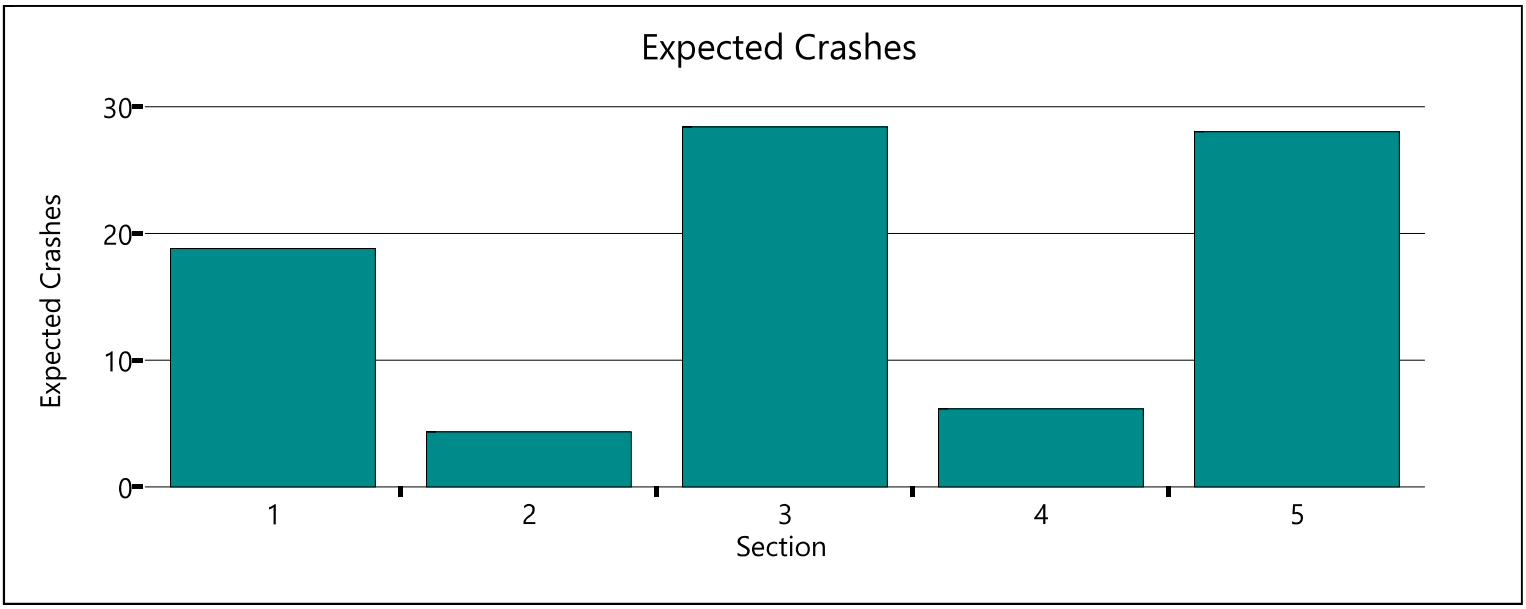
Project Information

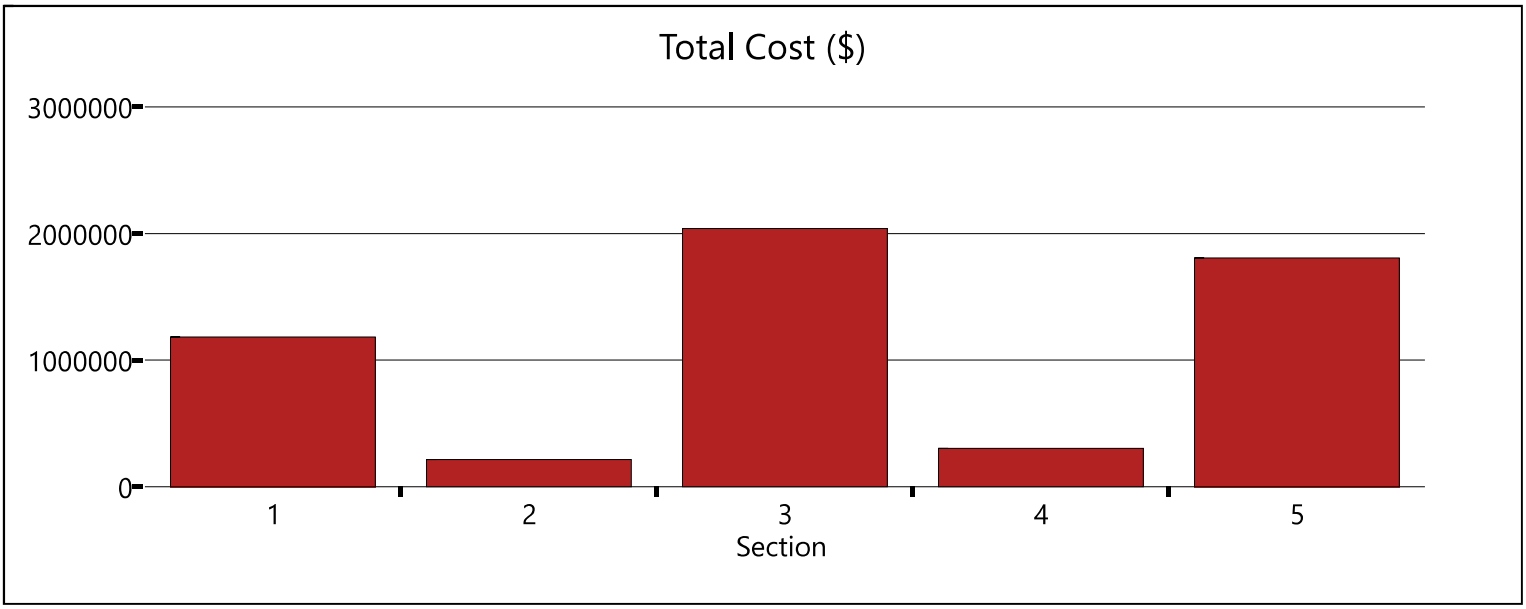
Analyst	MG	Date	8/11/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	St. Francis Drive_No Build		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Intersection	Four Approach Signal (4SG)	-	0.565	4.831	18.808	$1182673
2	Segment	Four-Lane Divided Segment (4D)	0.330	0.878	1.866	4.349	$214494
3	Intersection	Four Approach Signal (4SG)	-	0.399	5.288	28.422	$2038971
4	Segment	Four-Lane Divided Segment (4D)	0.340	0.877	2.366	6.157	$302875
5	Intersection	Four Approach Signal (4SG)	-	0.491	6.960	28.034	$1805881







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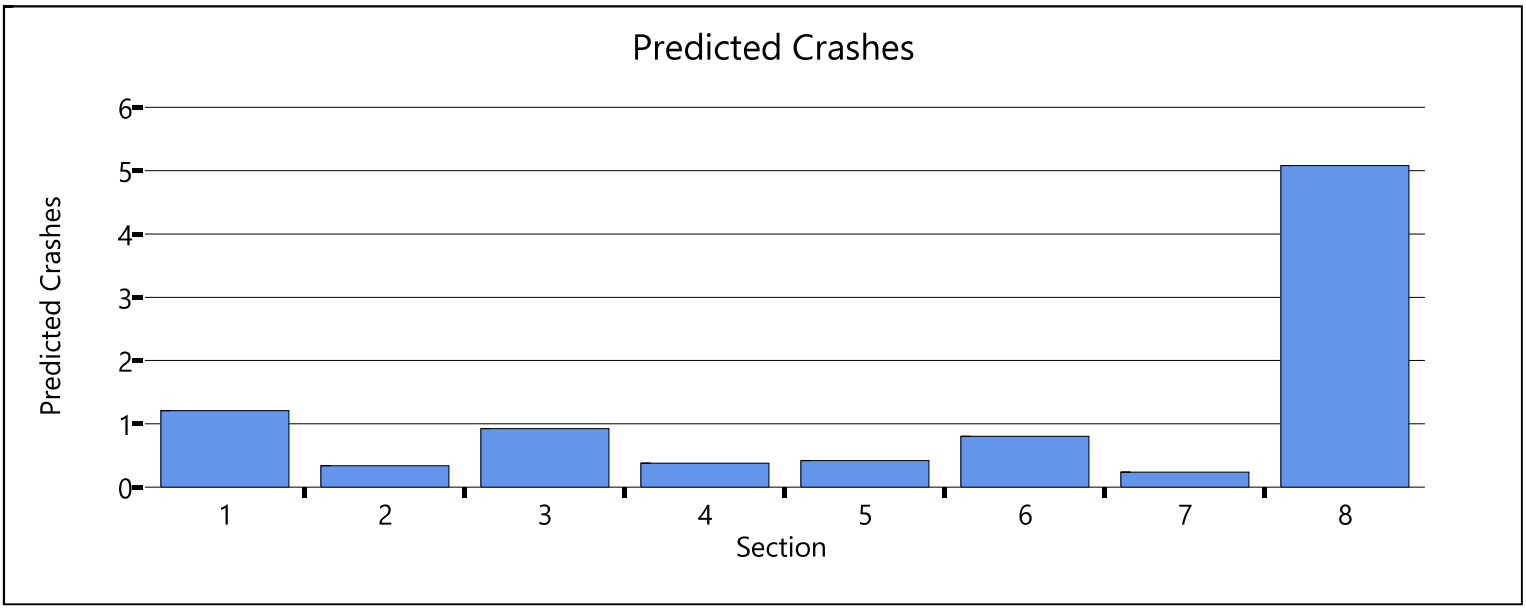
Highway Safety Software Facility Report

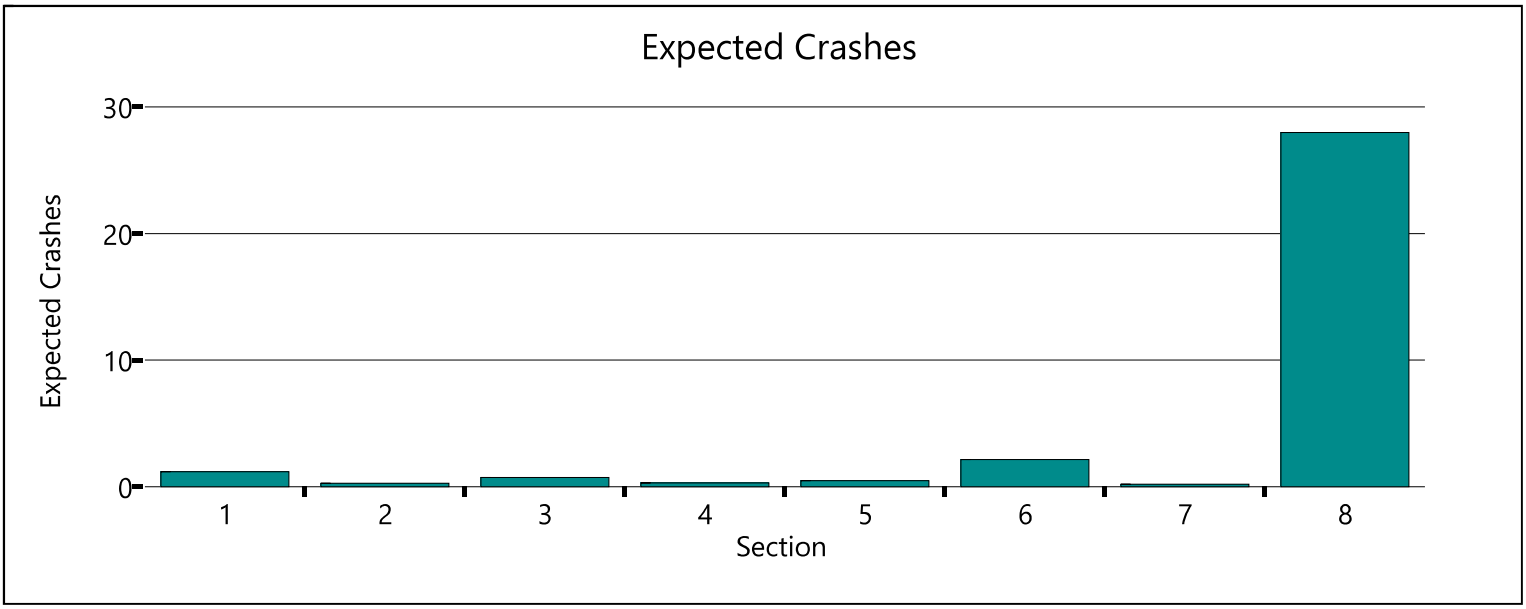
Project Information

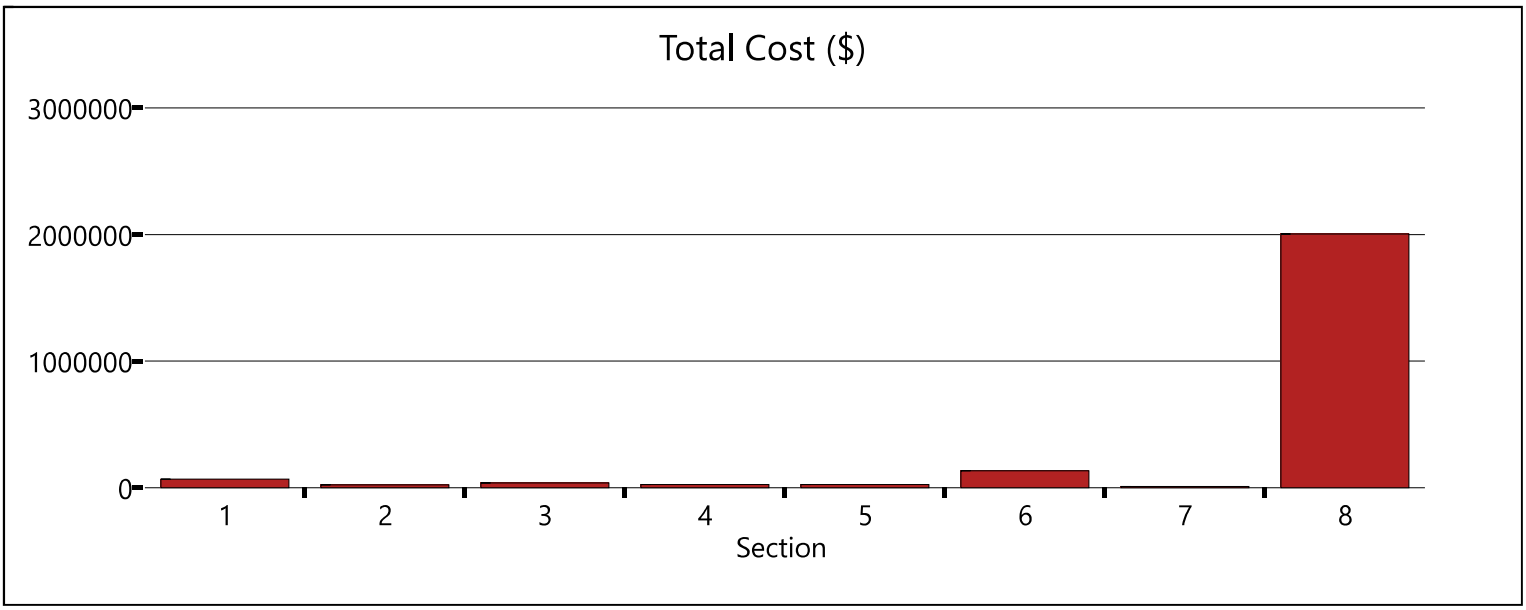
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	Zia_Build		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Segment	Four-Lane Undivided Segment (4U)	0.200	1.033	1.210	1.207	$67899
2	Intersection	Three Approach Stop (3ST)	-	0.609	0.338	0.283	$23164
3	Segment	Four-Lane Undivided Segment (4U)	0.250	1.022	0.925	0.730	$39355
4	Intersection	Three Approach Stop (3ST)	-	0.609	0.381	0.311	$25500
5	Segment	Four-Lane Undivided Segment (4U)	0.100	0.999	0.419	0.497	$26557
6	Intersection	Three Approach Stop (3ST)	-	0.352	0.803	2.162	$134368
7	Segment	Four-Lane Undivided Segment (4U)	0.080	0.968	0.240	0.208	$11321
8	Intersection	Four Approach Signal (4SG)	-	0.399	5.077	27.986	$2004606







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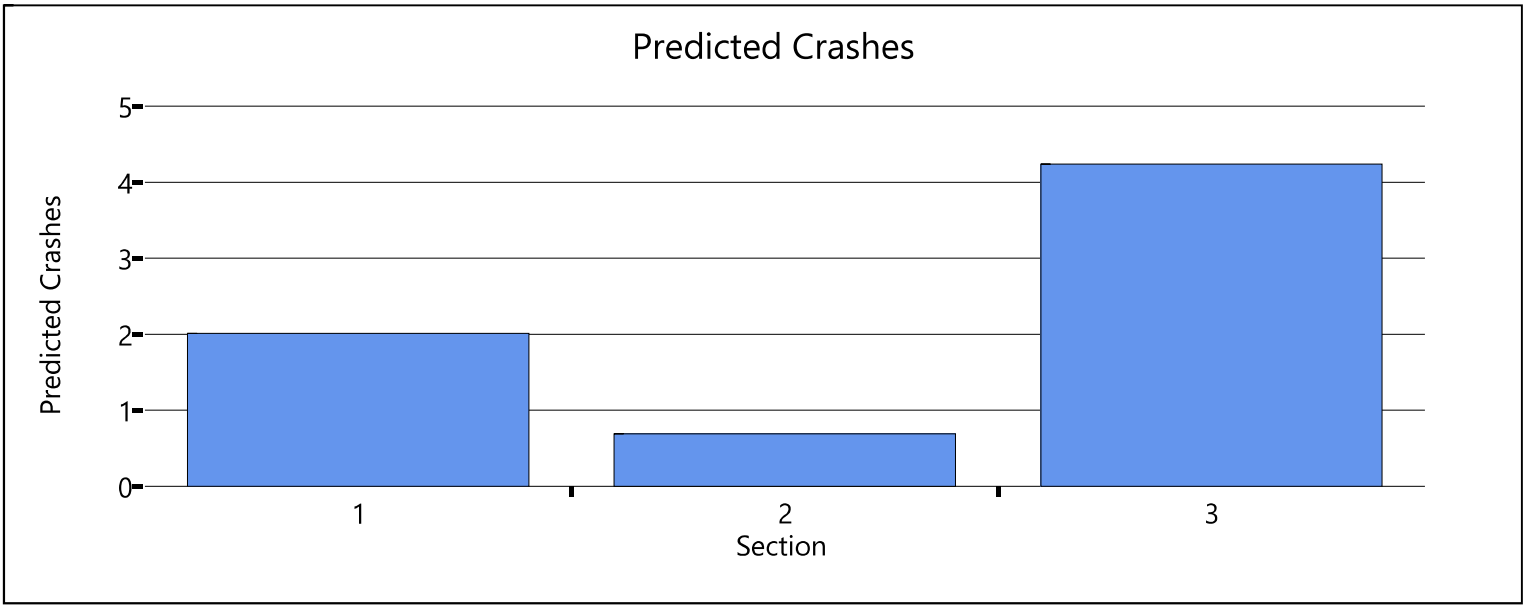
Highway Safety Software Facility Report

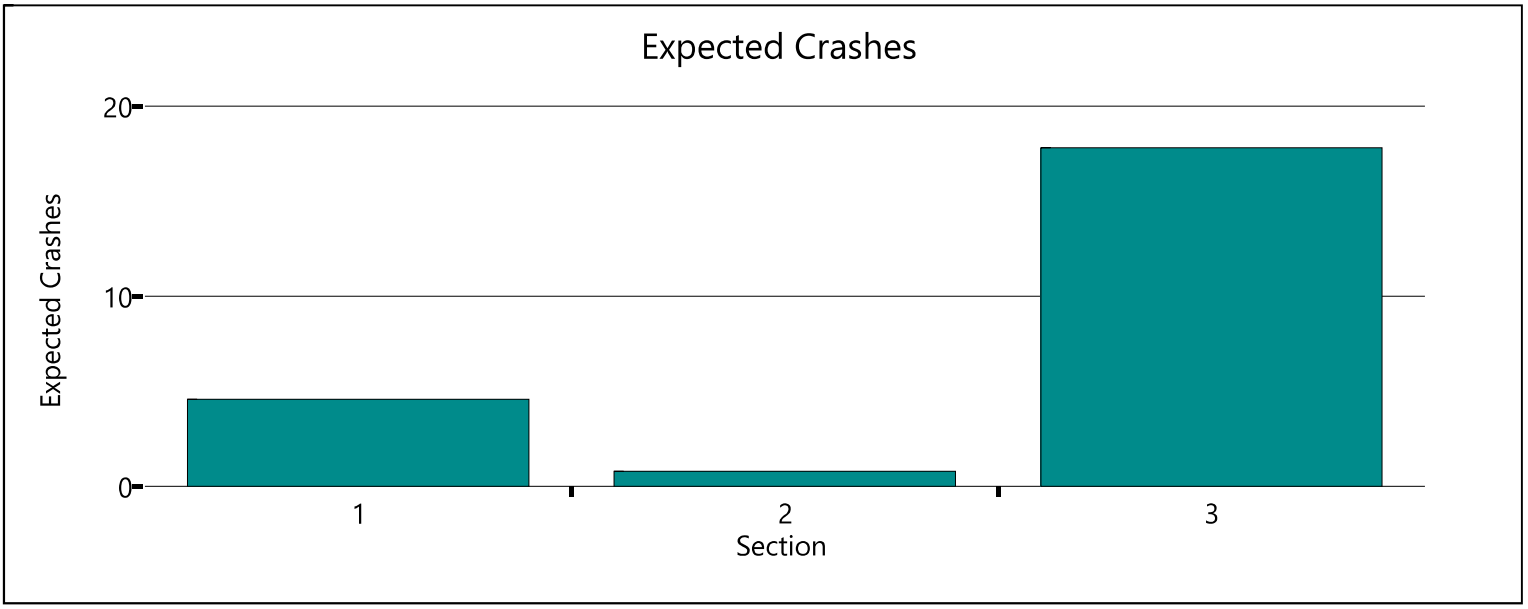
Project Information

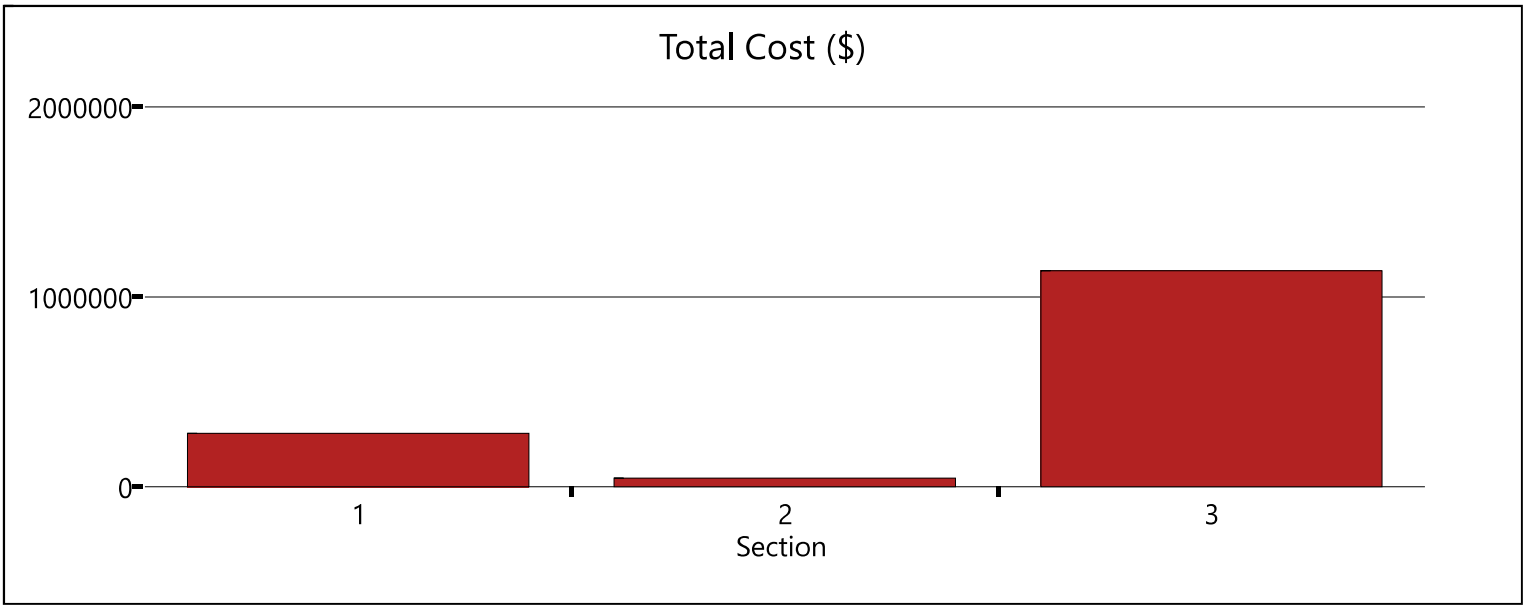
Analyst	MG	Date	8/12/2020
Jurisdiction	Santa Fe	Analysis Year	2024
Project Description	Sawmill_Build		

Section Crash Summary

ID	Section Type	Model Type	Length, mi	CMF Combined	Predicted Crashes	Expected Crashes	Expected Societal Crash Costs
1	Intersection	Four Approach Signal (4SG)	-	0.508	2.013	4.584	$282391
2	Segment	Four-Lane Undivided Segment (4U)	0.310	1.000	0.690	0.783	$45878
3	Intersection	Four Approach Signal (4SG)	-	0.491	4.240	17.810	$1137109







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FIR No. 10672.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Zia Road Deceleration lane expansion into Candelero Park
Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Rebecca Mnuk-Herrmann **Date:** 4/4/25 **Phone:** 505-955-6303

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed resolution would authorize a lot line adjustment to accommodate a necessary deceleration lane on Zia Road, using approximately one percent (1%) of Candelero Park. In addition, the resolution directs the City Manager to identify a designee to act as the Governing Body's agent to submit the City's application for the necessary lot line adjustment.

Departments Affected:
Land Use and Planning Department, Public Works Department, and Office of City Manager

Consequences of Not Enacting Legislation:
If this legislation is not adopted, construction that is already underway on Zia Road will not be completed. The City required the public road improvements as part of Phase 1 of the Zia Station development, and these public improvements must be completed before the developer can begin building structures. The City Traffic Engineer has determined that the deceleration lane is necessary for the safety of the intersection, particularly in consideration of planned development. The deceleration lane will not be adequate unless it is extended partly into Candelero Park.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
If the resolution is adopted, Zia Road to be expanded into Candelero Park, and the City Manager will identify an appropriate staff person to act as the Governing Body's agent to submit the City's application to the Land Use Department for the necessary lot line adjustment and any other necessary administrative actions to facilitate construction of the deceleration land.

Fiscal Implications:
None.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: ramnukherrmann@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: April 4, 2025

To: Governing Body, Quality of Life Committee, Public Works and Utilities Committee, Finance Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry, City of Santa Fe City Attorney EM

RE: Study on Staff Support for City Councilors

SUMMARY:

The proposed Resolution would establish a plan for the use of budgeted funds to conduct a study regarding hiring staff for City Councilors. The City of Santa Fe's ("City's") Fiscal Year 2025 Budget included funding for a study to make recommendations on staff support and funding to hire staff support for City Councilors. The Governing Body wishes to utilize no more than sixty thousand dollars ($60,000) for the following work, to be completed by a Contractor within sixty (60) days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;
b. Explore staffing models of other City Councils to inform City Councilors on potential models; and
c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including salaries and relevant job descriptions; and
d. Provide a proposed staffing model that reflects the needs and interests of City Councilors including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards ("New Council Positions"); and
e. Compile the information in a report to be presented to the Governing Body in a study session.

If the Resolution is adopted, the City Manager will direct the procurement of an appropriate contractor to conduct the outlined scope of work described above. After the contractor has completed the scope of work, the City Manager shall present the report to the Governing Body in a study session.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

Councilor Alma Castro

A RESOLUTION

ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

WHEREAS, the City of Santa Fe (City) Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors"; and

WHEREAS, the General Government budget also includes funding for personnel that can be used to hire staff to support City Councilors; and

WHEREAS, the City's Governing Body would like to utilize no more than $60,000 of these funds for the following work, to be completed by a Contactor within 60 days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;

b. Explore staffing models of other City Councils to inform City Councilors on potential models;

c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including

salaries and relevant job descriptions; Provide a proposed staffing model that reflects the needs and interests of City Councilors, including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards ; and

d. Compile the above information in a report to be presented to the Governing Body in a study session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall direct procurement of an appropriate contractor to conduct the scope of work described above.

BE IT FURTHER RESOLVED that, once the contractor has completed the scope of work outlined in this resolution, the City Manager shall present the report to the Governing Body in a study session.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

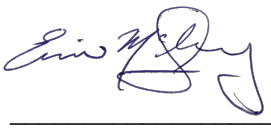
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Resolution to Study Hiring Council Staff

FIR No. 10644.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Study on Staff Support for City Councilors

Sponsor(s): Councilor Carol Romero-Wirth, Councilor Signe Lindell, Councilor Jamie Cassutt, and Councilor Alma Castro

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager

Date: 4/4/2025 **Phone:** (505) 955-6518

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed Resolution would establish a plan for the use of budgeted funds to study hiring staff to support City Councilors. The City of Santa Fe's ("City") Fiscal Year 2025 Budget included funding for a study to make recommendations on staff support and to set aside funding to hire staff support for City Councilors. The Governing Body wishes to utilize no more than sixty thousand dollars ($60,000) of the funds for the study.

Departments Affected:
City Manager; Human Resources Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, budgeted funds will not be used to conduct a study to make recommendations on staff support for City Councilors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This legislation would require the City Manager to direct procurement of an appropriate contractor to conduct the scope of work within the study. The contractor would be required to work with the Human Resources Department to confirm that proposed position descriptions conform to City standards. City Manager will also be required to present the results of this report to the Governing Body in a study session.

Fiscal Implications:
The City's Governing Body would like to utilize no more than $60,000 of allocated funds from the Fiscal Year 2025 budget to complete this study.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 60,000	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
the City of Santa Fe Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors". This resolution would dedicate no more than $60,000 of $300,000 toward this study.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Marci Eannarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 21, 2025

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

From: Peter Franklin, Modrall Sperling, as Bond Counsel the City

Via: Emily Oster, Finance Director EKO

RE: Clarifying Structure of NMED for Public Utilities Department

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EXECUTIVE SUMMARY:

This bill amends Ordinance No. 2024-6, adopted by the Governing Body on August 14, 2024, which authorized the City of Santa Fe ("City") to enter into a loan agreement with the New Mexico Environment Department ("NMED") to obtain project loan funds in the amount of one hundred and fifty-one million dollars and zero cents ($151,000,000.00) plus accrued interest. The purpose of the amendment is to authorize, in place of the single combined $151,000,000 loan agreement, three separate loan agreements. The three separate loan agreements include:

(1) a Wastewater Utility System Loan Agreement in the principal amount of $114,000,000, to be repaid from pledged Net Wastewater System revenue;

(2) a Water Utility System Loan Agreement in the principal amount of $17,000,000, to be repaid from pledged Net Water System revenue; and

(3) an Environmental Services Division Loan Agreement in the principal amount of $20,000,000, to be repaid from Net Environmental Services Division revenue.

The agreement described in Ordinance No. 2024-6 applies funding to three separate utility systems with a single loan. This bill replaces the current structure of a single loan agreement with three individual loan agreements, each of which will be applied to a single utility system, as described above. Each loan agreement will include the covenants and provisions applicable to the utility system being improved with the proceeds of the corresponding loan, which the City agreed to impose in connection with its outstanding Wastewater Utility System revenue bonds, Water Utility System revenue bonds, and Solid Waste Utility System debt obligations. The 0.01% interest rate, 30-year term, and all other material terms of the original combined $151,000,000 loan agreement, offered by NMED, and approved in Ordinance No. 2024-6, will apply to each separate loan.

BACKGROUND:

The City owns, operates, and maintains public utilities including a water utility system, a wastewater utility system, and solid waste collection system services performed by the Environmental Services Division. The current systems are inadequate to meet the needs of the City.

The projects in the three loan agreements include the following:

1. A Water Utility System Improvement project
   - CWSRF 140-),-the Nichols Dam Outlet Works Rehabilitation project, to plan, design, and construct the reconfiguration of the dam outlet, conduit joints, line conduit, and construction filter as well as dam embankment drainage improvements.

2. Wastewater Utility System projects, including:
   - CWSRF 140-C, the Ultraviolet (UV") Disinfection project, to plan, design, construct, and replace the UV disinfection system and equipment.
   - CWSRF 140-D, the Wastewater ("WW") Collections Equipment and Administration project to plan, design, and construct the relocation of the collections division sites (staff and equipment) to minimize response time, expense, and potential surface water contamination.
   - CWSRF 140-E, the Sewer Line Repair/Rehabilitation project to plan, design, and construct sewer line rehabilitation, including use of trenchless rehabilitation techniques, in the City.
   - CWSRF 140-F, the Wastewater Treatment Plan Repair and Rehabilitation project to rehabilitate, repair, and for the replacement of the wastewater treatment plant.

3. Environmental Services Division / Solid Waste Collection System project:

CWSRF 140-B, the Environmental Service Division ("ESD") project, to plan, design, and construct an administrative space, maintenance space, and storage area for the ESD, that will accommodate solid waste and curbside recycling collection vehicles and that will reduce or prevent industrial contamination due to storm water runoff.

ATTACHMENTS:

- Bill
- Fiscal Impact Report (FIR)
- Memo Attachment - Interim Wastewater Utility Loan Agreement, Supplement and Note
- Memo Attachment - Interim Water Utility Loan Agreement, Supplement and Note
- Memo Attachment - Interim Environmental Services Division Loan Agreement, Supplement and Note

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$20,000,000 Environmental Services Division Loan Agreement

(Made pursuant to Funding Package consisting of
$151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**
- **Covenants and Provisions Applicable to Net Environmental Services Division System Revenue Debt Obligations (Attachment 1)**
- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$20,000,000 Environmental Services Division Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as (the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges the Environmental Services Funds (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Projects under this agreement include:

- Solid Waste Collections Division Equipment and Administration Building
- Environmental Services Division Maintenance and Administrative Building.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $20,000,000_____(Environmental Services Division Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from thedate of each disbursement from NMED to the Borrower up to the date the final

disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower, and the loan term shall not exceed the average economic life of the project as a whole. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as Net Revenues of the Environmental Services Division owned and operated by the City of Santa Fe, as more specifically defined in the Covenants and Provisions Applicable to Net Solid Waste Collection System Revenue Debt Obligations attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on thewebsite at

https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance/Resolution and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

    have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by theBorrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors,

subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that arenecessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Environmental Services Division Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of

the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance/Resolution, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance/Resolution as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for

the use of the System (as defined in the Ordinance/Resolution) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note.

F. The Borrower shall not provide any free services of the Environmental Services Division System. The Borrower shall, to the full extent permitted by law, collect payment for Environmental Services Division services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set Environmental Services Division Services user rates in the area of the Borrower's jurisdiction in order to provide sufficient

money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Environmental Services Division System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Environmental Services Division System shall be identified through a rate- setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

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

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing singed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability, or age, in programs or activities receiving federal financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

New Mexico CWSRF Loan Provision LA15 Fiscal Sustainability Plan

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO NET ENVIRONMENTAL SERVICES DIVISION OBLIGATIONS ('SYSTEM OBLIGATIONS")

Bracketed section references refer to the corresponding sections in Ordinance No. 2017-5, adopted by the Governing Body of the City of Santa Fe on March 29, 2017 ("Ordinance No. 2017-5").

Section 1. Definitions.

"Agreement" means this Clean Water State Revolving Loan Fund Interim Loan Agreement made by NMED (as defined below) to the City of Santa Fe, in the principal amount of $20,000,000, as a portion of the Funding Package consisting of $151,000,0000 total Loan at 0.01%, secured by a subordinate lien on the Net Revenues of the City of Santa Fe Environmental Services Division , and shall include the Final Loan Agreement at the time that the Final Debt Service Schedule has been provided by NMED.

"Agreement Debt Service Account" means the account of the Debt Service Fund established and maintained by the City in Section 2 hereof for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the debt service requirements of this Agreement.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to the 2017 NMFA Loan Agreement and on all Superior Obligations and Parity Subordinate Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officer" means the City's Mayor, Manager, Finance Director and Treasurer, or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"Governing Body" or "Council" means the City Council of the City, its governing body.

"Gross Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System.

"Historic Test Period" means any period of 12 consecutive months out of the 24 calendar months next preceding the delivery of additional Parity Bonds.

"Income Fund" or "Environmental Services Division Enterprise Fund" means the "City of Santa Fe Environmental Services Division Gross Income Fund" which is authorized to be continued in Section 2 hereof.

"Independent Accountant" means (i) the State Auditor and any accountant working under the supervision and control of the State Auditor, and (ii) any certified public accountant, registered accountant or firm of accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"NMSA" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Net Revenues" means Gross Revenues after deducting Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Net Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Operation and Maintenance Fund" means the "City of Santa Fe Environmental Services Division Operation and Maintenance Fund" authorized hereby.

"Outstanding Obligations" or "Outstanding System Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Superior Bonds" means the 2017 NMFA Loan Agreement and such other System Obligations as may be issued from time to time with a lien on Net Revenues on parity with the lien thereon of the 2017 NMFA Loan Agreement.

"Outstanding Parity Subordinate Obligations" means System Obligations with a lien on Net Revenues subordinate to the lien thereon of Superior Obligations, including, without limitation, this Agreement.

"Pledged Revenues" means Net Revenues of the System.

"Rate Stabilization Fund" means the Rate Stabilization Fund for System Bonds established in Section 2 herein.

"Rebate Fund" means a Rebate Fund that may be established by the City in connection with for System Bonds the interest on which is intended to be excludable from gross income for federal tax purposes.

"Replacement Fund" means the Replacement Fund established in Section 2 hereof.

"Subordinated Bonds" means all bonds and other obligations of the City hereafter issued with a lien on the Net Revenues subordinate to the lien of Superior Bonds on the Net Revenues and on parity wit the lien of Subordinate Bonds.

"System" means the municipally owned public utility designated as the City's Environmental Service Division, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the Environmental Services Division, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Council as part of the Environmental Services Division, whether situated within or without the limits of the City.

"System Bonds" or "System Obligations" means the 2017 NMFA Loan Agreement, additional Parity Bonds, Subordinated Bonds, and other similar obligations payable solely or primarily from Net Revenues which may from time to time be issued by the City.

"2017 NMFA Loan Agreement" means Loan Agreement 3664-PP by and between the New Mexico Finance Authority, as lender, and the City, as borrower, dated May 5, 2017 in an original principal amount of $1,300,582."

Section 2. Establishment or Continuation of Funds and Accounts. The City hereby establishes or continues the following funds:

(a) The "City of Santa Fe Environmental Services Division Acquisition Fund" is hereby established and shall be maintained by the City for deposit or crediting of proceeds of System Obligations and applied to costs of improvements to the System.

(b) The "City of Santa Fe Environmental Services Division Debt Service Fund" is hereby established and shall be maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement Outstanding Parity Obligations, and Outstanding Subordinate Obligations, if any.

(c) The "City of Santa Fe Environmental Services Division Income Fund" is hereby continued and shall be maintained by the City for deposit of the Gross Revenues of the System.

(d) The "City of Santa Fe Environmental Services Division Operation and Maintenance Fund" is hereby established and shall be maintained by the City for the payment of Operation and Maintenance Expenses.

(e) The "City of Santa Fe Environmental Services Division Replacement Fund" is hereby established and shall be maintained by the City for the purposes set forth in Section 5 hereof.

(f) The "City of Santa Fe Environmental Services Division Rate Stabilization Fund" is hereby established and shall be maintained by the City and used as provided in Section 6 hereof.

Section 3. Use of Gross Revenues. Use of Gross Revenues. As long as any System Bonds are Outstanding, all Gross Revenues shall be deposited in the Income

Fund and transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(a) Operation and Maintenance Expenses. A sufficient amount of Gross Revenues shall be set aside each month into the Operation and Maintenance Fund to be used to pay the current Operation and Maintenance Expenses as they become due.

(b) Debt Service Requirements of Superior Obligations. Net Revenues shall be transferred to the Debt Service Account established for each series of Outstanding Superior Bonds in approximately equal amounts each month to provide an amount sufficient to pay Debt Service Requirements on such series of Superior Bonds as they become due.

(c) Subsequent to the payments required by the outstanding Superior Obligations, any balance remaining in the Income Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of this Agreement and all other Outstanding Parity Subordinate Obligations or other obligations, if any, having a lien on any of the Pledged Revenues subordinate to the lien thereon of Superior Obligations hereafter authorized, issued and payable from the Net Revenues, as the same become due. So long as this Agreement remains outstanding, either as to principal or interest or both, the following payments shall be made monthly from Net Revenues on a parity with the payments required by the outstanding Parity Subordinate Obligations:

(i) Agreement Debt Service Account Payments.

The following amounts shall be withdrawn from the Income Fund (and on parity with other outstanding Parity Subordinate Obligations), and shall be concurrently credited to the Agreement Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Agreement, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Agreement.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Agreement, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Agreement.

(ii) Concurrently with Agreement Debt Service Account Payments described in subparagraph (1) above, Net Revenues shall be credited to the Debt Service Funds for Outstanding Parity Subordinate Obligations (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Parity Subordinate Obligations, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Parity Subordinated Obligations, and monthly thereafter, commencing on each Interest Payment

Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Parity Subordinate Obligations.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Parity Subordinate Obligations, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Parity Subordinate Obligations, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Parity Subordinate Obligations.

If, prior to any interest payment date or principal payment date, there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs (b), (c)(i) and (c)(ii) of this Section (whichever is applicable), may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

(d) Reserve Account. Net Revenues shall be transferred to the Reserve Account for each series of Superior Bonds with a Reserve Requirement each month to the extent that deposits are required to be made as a result of any draws on a Reserve Account Insurance Policy or deficiency in the Reserve Requirement for a series of Superior Bonds.

(e) Subordinated Bonds. Subsequent to the payments required by Outstanding Superior Bonds, Net Revenues shall be transferred to such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Subordinated Bonds, including this Agreement, and used to pay Debt Service Requirements on Subordinated Bonds and to fund any Reserve Requirement for Subordinated Bonds.

(f) Replacement Fund. While any Parity System Obligations are Outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for defeasance of, Outstanding Obligations payable from Net Revenues.

(g) Rate Stabilization Fund. At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes for which Gross Revenues may be used.

(h) Surplus Net Revenues. Net Revenues shall be retained in the Income Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing System Bonds or paying costs and expenses of the City relating to the administration of System Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and except for taxes, payments in lieu of taxes, franchise fees, surcharges, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(i) Accumulation of Revenues. Gross Revenues need not be retained for any use or in any fund or account described in this Section 18.01 in excess of the Gross Revenues required for any current use or deposit. For the purposes of this subparagraph, the term current shall mean the month during which the Net Revenues are being distributed and the immediately following period until the next payment date for Debt Service Requirements on System Bonds.

Section 4. Termination Upon Deposits to Maturity. No payments need be made into the Debt Service Account or Reserve Account for a series of System Bonds if the sum of the amounts in that Debt Service Account and Reserve Account (without regard for the coverage available under any Reserve Account Insurance Policy) is not less than the Debt Service Requirements due and to become due on and before the final maturity date of that series of System Bonds, both accrued and not accrued, and all proceeds paid under any Reserve Account Insurance Policy and Bond Insurance Policy for that series of System Bonds have been reimbursed and all amounts owed to the providers of such policies have been paid in full. Unless otherwise provided in the Supplemental Ordinance applicable to a series of System Bonds, the money retained in those two accounts shall be used only to pay the Debt Service Requirements on that series of System Bonds when due, except that any money on deposit in any such Debt Service Account which is not necessary to pay such Debt Service Requirements shall be used as surplus Net Revenues and any money on deposit in any such Reserve Account which is not necessary to pay such Debt Service Requirements (other than proceeds of Outstanding System Bonds) shall be deposited in the Replacement Fund.

Section 5. Replacement Fund. In addition to Net Revenues, the City shall deposit in the Replacement Fund, all money released from a Reserve Account for a series of System Bonds in excess of the Reserve Requirement for that series pursuant to the ordinance authorizing such series, except for any such excess which is designated for another System purpose by resolution or ordinance of the Council or which is proceeds of Outstanding System Bonds, together with such other moneys from other sources as may be designated by the Council.

While any System Bonds are outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for

extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, Outstanding System Bonds.

Section 6. Rate Stabilization Fund. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Gross Revenues may be used. If deposits to the Rate Stabilization Fund are made by the City from sources of legally available moneys other than Gross Revenues, then such deposits shall be excluded from computations required pursuant to Section 9 hereof.

Section 7. Pro Rata Deposits. If the amount of Net Revenues available for deposit in the Debt Service Fund is not sufficient to pay the entire amount required to be deposited in the Debt Service Accounts and/or Reserve Accounts, the Net Revenues available shall be deposited first in the Debt Service Accounts and then in the Reserve Accounts, in each case, pro rata based upon the amount required to be deposited in each Account to the total Net Revenues available for deposit.

Reimbursements owed to a Bond Insurer, Reserve Account Insurer or provider of another Credit Facility for amounts used to pay Debt Service Requirements on a series of System Bonds shall be paid on the same pro rata basis and with the same priority as are amounts to be deposited in the Debt Service Account or Reserve Account, as applicable, with respect to the applicable series of Parity Bonds (or comparable accounts with respect to a series of Subordinated Bonds).

Section 8. Additional Parity Subordinate Obligations.

No provision of this Agreement shall be construed in such a manner as to prevent the issuance by the City of additional Parity Subordinate Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this

Agreement; provided, however, that before any such additional Parity Subordinate Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Subordinate Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 9 hereof), it must be determined that:

(a) The City is then current in all of the accumulations required to be made into the Agreement Debt Service Account, the debt service account established in connection with the 2017 NMFA Loan, and the debt service accounts established in connection with any other Outstanding Superior Obligations and Parity Subordinate Obligations.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Agreement.

(c) The Pledged Revenues received by or credited to the City for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum Aggregate Annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then Outstanding Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the City's Finance Director or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the Parity Subordinate Obligations proposed to be issued.

(e) No provision of this Agreement shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged

Revenues constituting a lien upon such Pledged Revenues (1) on parity with the lien thereon of Outstanding Superior Obligations, or (2) subordinate and junior to the lien of this Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Agreement as permitted by Section 5.6 hereof.

Section 10. Refunding Obligations. The provisions of Section 9 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Agreement, or any part thereof, is outstanding, the City shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Agreement or bonds to be refunded may not be compelled to surrender this Agreement or their bonds, unless this Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 9 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on parity with this Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 9 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 9 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Agreement).

Section 11. Superior Obligations Prohibited. As long as Parity Superior Bonds are outstanding, the City shall not issue additional System Bonds having a lien on the Net Revenues prior and superior to the lien of Parity Superior Bonds on Net Revenues.

Section 12. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that: Rate Covenant.

(a) Use Charges. The City has established and will continue to charge reasonable rates for services rendered by the City for use of the System taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation, and the amounts necessary to make debt services payments from Net Revenues of the System. There shall be charged against users, rates and amounts which shall be increased from time to time, if necessary, and which shall produce Gross Revenues sufficient to pay the annual Operation and Maintenance Expenses and one hundred thirty percent (130%) of the Aggregate Annual Debt Service Requirement payable during the then current Fiscal Year.

(b) Efficient Operation. The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the Wastewater System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area.

(c) Records. So long as there are Outstanding System Obligations, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the Environmental Services Division ; (ii) the revenues separately received from charges by

classes of customers, including but not necessarily limited to classification by Environmental Services Division ; and (iii) a detailed statement of the expenses of the System.

(d) Right to Inspect. The Finance Authority and the Trustee shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System.

(e) Audits. The City agrees that, except where the State Auditor of the State performs the audit or where the due date for the audit has been postponed as may otherwise be required by the State Auditor or any other State office or agency with appropriate authority, the City will, within one hundred eighty (180) days following the close of each Fiscal Year, cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant. Each audit will be available for inspection by the Finance Authority. The City will provide the holders of Outstanding Obligations with a copy of each audit promptly upon request. All expenses incurred in the making of the audits and reports required by this Section shall be regarded and paid as an Operation and Maintenance Expense.

(f) Billing Procedure. Bills for solid waste collection services furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the City. The rates and charges due shall be collected in a lawful manner. Solid waste services may be billed jointly with other utilities, provided that each such joint bill shall show separately the solid waste charges.

(g) Charges and Liens Upon System. The City will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or

governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The City will not create or permit any lien or charge upon the System or the Gross Revenues except as provided in this Agreement, or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings, except as otherwise provided in the ordinances or agreements of the City authorizing Outstanding System Obligations other than this Agreement.

(f) Insurance. The City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self insured programs provided by municipalities which operate Environmental Services Division s. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed

under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem Outstanding Obligations or be treated as Gross Revenues.

(g) Alienating System. The Ctu will not sell, lease, mortgage, pledge, or otherwise encumber, or in any manner dispose of, or otherwise alienate, the System, or any part thereof, including any and all extensions and additions that may be made thereto, until all Outstanding System Obligations shall have been paid in full, except that the City may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, but in no manner nor to such extent as might prejudice the security for the payment of Outstanding System Obligations, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues of the System as provided herein.

(h) Competent Management. The City shall employ or contract for experienced and competent personnel to manage the System.

(i) Performing Duties. The City will faithfully and punctually perform all duties with respect to the System required by the Constitution and the laws of the State and the ordinances and resolutions of the City, relating to the System, this Agreement, and Outstanding System Obligations, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinabove provided.

(j) Other Liens. Other than as disclosed to holders of Outstanding System Obligations, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

INTERIM PROMISSORY NOTE
($20,000,000 Environmental Services Division Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

Twenty Million Dollars ($20,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Environmental Services Division System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$114,000,000 Wastewater Utility System Loan Agreement

(Made pursuant to Funding Package consisting of $151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**
- **Covenants and Provisions Applicable to Net Wastewater Utility System Revenue / Debt Obligations (Attachment 1)**
- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$114,000,000 Wastewater Utility Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges Net Wastewater Utility System Revenues and Environmental Services Gross Receipts Tax Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Projects under this agreement include:

- UV Disinfection Replacement Project.
- Sanitary Sewer Line Repair.
- Wastewater Treatment Plant Repair and Rehabilitation Project.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $114,000,000 (Wastewater System Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from the

date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower., and the loan term shall not exceed the average economic life of the project as a whole.. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as (1) Net Revenues of the Wastewater Utility System owned and operated by the City of Santa Fe, and (2) Environmental Services Gross Receipts Tax Revenues, as more specifically defined in the Covenants and Provisions Applicable to Net Wastewater Utility System Revenue / Environmental Services Gross Receipts Tax Revenue Debt Obligations, attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact

the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other

professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at https://www.env.nm.gov/construction-programs/cpb-forms-and- documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance/Resolution and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 5728-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the

Borrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors,

subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's

Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Wastewater Utility System Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance/Resolution, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note, as set forth in the Rate Covenant in the System Covenants.

F. The Borrower shall not provide any free services of the Wastewater System. The Borrower shall, to the full extent permitted by law, collect payment for wastewater services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set wastewater user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate-setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

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

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability, or age, in programs or activities receiving federal financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient
Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO OBLIGATIONS SECURED BY NET WASTEWATER SYSTEM REVENUES/
ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES

Bracketed section references refer to the corresponding sections in Ordinance No. 2019-02 adopted by the Governing Body of the City of Santa Fe on January 30, 2019 ("Ordinance No. 2019-02) or the "Superior Obligations Ordinance").

Section 1. [Section 1.] Definitions.

"City's Chief Financial Officer" means the City officer currently designated as the "Finance Director" or his or her successor in function, provided that for purposes hereof, the designation of any successor in title by the City Manager, if given in writing, shall be conclusive.

"Consulting Engineer" means any registered or licensed professional engineer or firm of such engineers, entitled to practice and practicing as such under the laws of the State of New Mexico, retained and compensated by the City, but not in the regular employ of the City. The written determination by the Mayor or City Manager or the authorized designee of either, that an engineer or firm of engineers meets the foregoing qualifications of the preceding sentence shall be conclusive for purposes of any provision of this Agreement. As to construction drawings and specifications prepared for the Project by City employees working under the supervision of the City Engineer, this term may include the City Engineer.

"Agreement Debt Service Fund" means the fund established and maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement.

"Debt Service Requirements" for any period means the sum of: (i) the amount required to pay the interest, or to make reimbursements for payments of interest, becoming due on the applicable Obligations during such period; plus (ii) the amount required to pay the principal or accreted value, or to make reimbursements for the payment of principal or accreted value, becoming due on the applicable Obligations during that period, whether at maturity, an accretion term date or upon mandatory sinking fund redemption dates, plus (iii) any net periodic payments on a notional amount required to be made by the City pursuant to a Qualified Exchange Agreement minus (iv) any net periodic payments on a notional amount to be received by the City pursuant to a Qualified Exchange Agreement.

(a) No payments required on the applicable Obligations shall be included in any computation of Debt Service Requirements for any computation period prior to the maturity or otherwise certain due dates thereof which may occur because of the exercise of an option by the City, or which may otherwise become due by reason of any other circumstance or contingency, including acceleration, which constitute other than regularly scheduled payments of principal, accreted value, interest or other regularly scheduled payments on the applicable Obligations.

(b) Debt Service Requirements required to be made pursuant to a Qualified Exchange Agreement shall be based upon the actual amount required to be paid by the City, if any, to the Qualified Counterparty. In determining that amount, any payments required to be made by either party to the Qualified Exchange Agreement at a Variable Exchange Rate shall be computed, in determining the obligation of the City under the Qualified Exchange Agreement, using the procedures set forth in the ordinance in which Qualified Exchange Agreement was authorized.

(c) The computation of interest for the purposes of this definition shall be made without considering the interest rate payable pursuant to a Credit Facility, unless, at the time of

computation of Debt Service Requirements, payments on Obligations are owed to, or Obligations are owned or held by, the provider of a Credit Facility pursuant to the provisions of that Credit Facility.

(d) The accreted value of capital appreciation bonds shall be included in the calculation of interest and principal only for the applicable year during which the accreted value becomes payable.

(e) In any computation of Debt Service Requirements relating to the issuance of additional Parity Obligations:

(1) There shall be deducted from that computation (i) amounts on deposit in an escrow account related to an issue of Cross-over Refunding Obligations and (ii) proceeds of a series of Obligations deposited to the credit of an account for the payment of capitalized interest on Obligations included as part of the computation during the applicable period.

(2) There may be made the adjustment to the Debt Service Requirements applicable to Bond Anticipation Notes described in the ordinance in which the Bond Anticipation Notes were authorize.

(f) Except as otherwise provided in the ordinance authorizing the issuance of Crossover Refunding Obligations, the purchase or tender price of Put Obligations resulting from the optional or mandatory tender or presentment for purchase of those Put Obligations shall not be included in any computation of Debt Service Requirements.

"Environmental Services Gross Receipts Tax Ordinance" means the City Ordinance No. 1993-20 imposing the Environmental Services Gross Receipts Tax, as amended.

"Environmental Services Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," maintained by the City and continued by Section 19 of this ordinance, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

"Environmental Services Gross Receipts Tax Revenues" means the environmental services gross receipts tax revenues received by the City pursuant to Section 7-19D-10, NMSA 1978 and the Environmental Services Gross Receipts Tax Ordinance.

"Gross Revenues," "revenues," "gross revenues," "income" or "gross income" from the System means all income and revenues directly or indirectly derived by the City from the operation and use of the Wastewater System, or any part of the Wastewater System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the Wastewater System and from the sale and use of wastewater, wastewater services or facilities, or any other service, commodity or facility or any combination thereof furnished to the inhabitants in the customer service area for the Wastewater System. Such term also includes:

(a) Investment earnings allocated to the Wastewater Fund by the City from amounts in the Debt Service Fund and from surplus Wastewater System Net Revenues in accordance with the provisions of the ordinance or ordinances authorizing outstanding Wastewater System obligations under the heading Administration of Wastewater Fund and Pledged Environmental Services Gross Receipts Tax Revenue Fund.

(b) All income derived from the investment of any money in the Wastewater Fund and Wastewater System Rate Stabilization Account;

(c) Money released from the Wastewater System Rate Stabilization Account to the extent that the amount released is used to pay Wastewater System Operation and Maintenance Expenses or Debt Service Requirements on Parity Wastewater System Obligations in the year released; provided that withdrawals from the Wastewater Rate Stabilization Account shall not be included in Wastewater System Gross Revenues for the purposes of the Rate Covenant in any two consecutive calendar years;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the Wastewater System; and

(e) That portion of expansion charges and/or impact fees established specifically to pay debt service on debt obligations.

Gross Revenues do not include:

(a) any money received as (i) wastewater testing fees, (ii) grants or gifts from the United States of America, the State or other sources, (iii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use or (iv) the capital improvement portion of any expansion charges and/or impact fees;

(b) taxes and/or fees collected by the City and remitted to other governmental agencies; and

(c) condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Historic Test Period" means any twelve consecutive calendar months designated by an Authorized Officer from time to time out of the eighteen calendar months next preceding the date

of adoption of the City ordinance authorizing the issuance of System Obligations without regard to any resolution or ordinance supplementing or amending the authorizing ordinance.

"Independent Accountant" means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City, who (1) is, in fact, independent and not under the domination of the City, (2) does not have any substantial interest, direct or indirect, with the City, and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City; "Independent Accountant" also means the State Auditor of the State of New Mexico.

"Net Revenues", "Net Revenues of the System", "net revenues" or "net income" means the Gross Revenues after deducting Operation and Maintenance Expenses of the System.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the Wastewater System, in any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the Wastewater System including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the Wastewater System;

(b) insurance premiums for the Wastewater System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) the costs of audits of the books and accounts of the Wastewater System:

(d) amounts required to be deposited in the Rebate Fund;

(e) salaries, administrative expenses, labor costs, surety bonds and the cost of materials and supplies used for or in connection with the current operation of the Wastewater System; and

(f) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the Wastewater System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the Wastewater System, any charges for the accumulation of reserves for capital replacements or any Wastewater System Operation and Maintenance Expenses payable from moneys other than Wastewater System Gross Revenues.

"Operation and Maintenance Fund" means the "City of Santa Fe Wastewater Utility System Operation and Maintenance Fund" which is continued in Section 20A of Ordinance No. 2019-02.

"Outstanding Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Subordinate Obligations" means Obligations, including this Agreement

, secured by a pledged of Net System Revenues with a nonexclusive subordinate lien thereon, and a pledge of Environmental Services Gross Receipts Tax Revenues with a nonexclusive subordinate lien thereon.

"Outstanding Superior Obligations" means the City of Santa Fe, New Mexico Gross Receipts Tax (Subordinate Lien) / Wastewater System Refunding Revenue Bonds, Series 2012B, and the City of Santa Fe, New Mexico Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds, Series 2019, each of which is secured by a pledged of Net System Revenues with a nonexclusive first lien thereon, and a pledge of Environmental Services Gross Receipts Tax Revenues with a nonexclusive subordinate lien thereon.

"Parity Subordinate Obligations" means this Agreement, the Outstanding Subordinate Obligations, and additional Subordinate Obligations, if any, issued with a lien on Pledged Revenues on parity with the lien thereon of this Agreement and the Outstanding Subordinate Obligations.

"Pledged Revenues" means, collectively, the Net Revenues and the Environmental Gross Receipts Tax Revenues.

"Rate Stabilization Fund" means the Wastewater System Rate Stabilization Fund continued in the applicable section of the ordinance in which Outstanding Obligations were authorized.

"Related Documents" means, in connection with Outstanding Obligations, the Pricing Certificate, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement

containing an obligation of the City as may be required in connection with the issuance of the Obligations.

"Replacement Fund" means the Wastewater System Replacement Fund continued in the applicable section of the ordinance in which Outstanding Obligations were authorized.

"System," or "Utility" means the municipally owned public utility designated as the City's wastewater utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the wastewater utility system of the City and in any way appertaining thereto, whether situated within or without the limits of the City.

"Wastewater Fund" or "Income Fund" means the "City of Santa Fe Wastewater System Gross Income Fund" which was created in Ordinance 1997-30 adopted by the City Council on October 29, 1997 and is continued in the applicable section of the ordinance in which Outstanding Obligations were authorized, which fund is held by the City.

Section 2. [Section 19.] Funds and Accounts. The City hereby creates, or continues, as applicable, the following special and separate funds:

A. Wastewater Fund. Continues the Wastewater Fund to be maintained and controlled by the City as a separate and distinct fund for deposit of the Gross Revenues.

B. Rate Stabilization Fund. Continues the Wastewater System Rate Stabilization Fund as a special and separate fund to be maintained and controlled by the City for the purposes described in Section 21.

C. Replacement Fund. Continues the Wastewater System Replacement Fund as a special and separate fund to be maintained and controlled by the City for the purposes described in Section 21.

D. Environmental Services Gross Receipts Tax Revenue Fund. Continues the Environmental Services Gross Receipts Tax Revenue Fund previously established and maintained by the City.

Section 3. [Section 20.] Deposit of Gross Revenues and Pledged Environmental Services Gross Receipts Tax Revenues. So long as any Obligations are outstanding, the Gross Revenues shall, immediately upon receipt thereof by the City, be set aside and deposited into the Wastewater Fund. All money deposited into the Wastewater Fund shall be held separate and apart from the City's general fund and applied only in accordance with the provisions of this ordinance and any other City ordinance authorizing the issuance of Obligations payable from the Net Revenues.

So long as any Obligations are outstanding, the Pledged Environmental Services Gross Receipts Tax Revenues shall, immediately upon receipt thereof by the City, be set aside and deposited into the Environmental Services Gross Receipts Tax Revenue Fund. All money deposited into the Environmental Services Gross Receipts Tax Revenue Fund shall be held separate and apart from the City's general fund and applied only in accordance with the provisions of this ordinance and any other City ordinance authorizing the issuance of Obligations payable from the Pledged Environmental Services Gross Receipts Tax Revenues.

Section 4. [Section 21.] Administration of Wastewater Fund and Pledged Environmental Services Gross Receipts Tax Revenue Fund. So long as any Superior Obligations shall be outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Wastewater Fund:

A. Administration of Wastewater Fund. So long as any Obligations shall be outstanding, the following payments shall be made from the Wastewater Fund:

(1) Operation and Maintenance Expenses. As a first charge on the Wastewater System Gross Revenues, there shall be paid the Operation and Maintenance Expenses of the Wastewater System as they become due and payable.

(2) Debt Service Fund Payments. Second, concurrently with the payments described in paragraph A(1) of this Section, the following amounts shall be withdrawn from the Wastewater Fund and credited to the Debt Service Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of Superior Obligations, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on such Superior Obligations then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on the outstanding Superior Obligations, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following delivery of the Superior Obligations, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on the Superior Obligations and monthly thereafter commencing on each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal on the Superior Obligations.

(3) Third, subsequent to the payments required by the outstanding Superior Obligations, any balance remaining in the Wastewater Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of this Agreement and all other Outstanding Parity Subordinate Obligations or other obligations, if

any, having a lien on any of the Pledged Revenues subordinate to the lien thereon of Superior Obligations hereafter authorized, issued and payable from the Net Revenues, as the same become due. So long as this Agreement remains outstanding, either as to principal or interest or both, the following payments shall be made monthly from Net Revenues on a parity with the payments required by the outstanding Parity Subordinate Obligations:

(i) Agreement Debt Service Fund Payments. The following amounts shall be withdrawn from the Wastewater Fund (and on parity with other outstanding Parity Subordinate Obligations), and shall be concurrently credited to the Agreement Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Agreement, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Agreement.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Agreement, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Agreement.

If prior to any interest payment date or principal payment date, there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs A(2)(a), A(2)(b)and A(3) above (whichever is applicable), may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

B. Administration of the Pledged Environmental Services Gross Receipts Tax Revenue Fund. So long as any of Obligations secured by Pledged Environmental Services Gross Receipts Tax Revenues are outstanding, the following payments shall be made from the Pledged Environmental Services Gross Receipts Tax Revenues:

(1) First, as a first charge on the Pledged Environmental Services Gross Receipts Tax Revenues, the amounts necessary to pay the Debt Service Requirements on outstanding bonds or obligations, with a lien on the Pledged Environmental Services Gross Receipts Tax Revenues prior and superior to the lien thereon of this Agreement as are required from the Environmental Services Gross Receipts Tax Revenue Fund, pursuant to the ordinances authorizing the outstanding superior Environmental Services Gross Receipts Tax obligations as required by such ordinances.

(2) Second, but subject to and after the withdrawals authorized by the preceding paragraph B(1), so long as this Agreement shall be outstanding, to the extent that any monthly payment required to be made into the Debt Service Fund has not been made from the Wastewater Fund or from any other legally available source, the following amounts shall be withdrawn from the Environmental Services Gross Receipts Tax Revenue Fund and credited to the Bond Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of the final debt service schedule for this Agreement, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on this Agreement then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on this Agreement, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following the delivery of the final debt service schedule for this Agreement, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on this Agreement and monthly thereafter commencing on each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal thereon.

(3) Third, but concurrently with the payments required by paragraph B(2) of this section, funds remaining in the Environmental Services Gross Receipts Tax Revenue Fund, shall be used by the City to pay the Debt Service Requirements of such additional Parity Subordinate Tax Obligations, if any, hereafter authorized to be issued and payable from Pledged Environmental Services Gross Receipts Tax Revenues.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs B(2)(a), B(2)(b) and B(2)(c) (whichever is applicable) of this paragraph, may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

C. Termination Upon Deposits to Maturity. No payment need be made into the Bond Fund if the amount in such funds totals a sum at least equal to the entire amount of Bonds then outstanding, both as to principal and interest to their respective maturities, and both accrued and not accrued, in which case, moneys in the Bond Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue and any moneys in excess thereof in the Bond Fund and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

D. Payment of Additional Environmental Obligations and Qualified Exchange Agreements. Either prior to, concurrently with or subsequent to the payments required by Paragraphs A and B of this Section [Section 21], depending upon whether the additional Obligations are Superior Environmental Services Gross Receipts Tax Obligations, Parity Subordinate Environmental Services Gross Receipts Tax Obligations, Parity Wastewater System / Environmental Services Gross Receipts Tax Obligations, Environmental Services Gross Receipts Tax Obligations, or subordinate Wastewater System / Environmental Services Gross Receipts Tax Obligations, as provided in this Ordinance, the Pledged Revenues shall be used by the City for the payment of Debt Service Requirements on this additional Obligations, if any, hereafter authorized to be issued and payable from the Pledged Revenues as the same accrue. In the event that such obligations are Parity Superior Obligations, the payments of Debt Service Requirements on such additional Obligations shall be made concurrently with the payments required by Paragraphs A(2) and B(2) of this Section 21 (provided that such payments may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Obligations). The following amounts required to be paid by the City shall be paid from Pledged Revenues with the same priority as other payments of Debt Service Requirements on Parity Superior Obligations:

(1) Any amount to reimburse or pay a bond insurer or reserve account insurer or guarantor, or to make payments or reimbursements pursuant to another Credit Facility, for payments of Debt Service Requirements made on Parity Superior Obligations; and amounts payable to a Qualified Counterparty under a Qualified Exchange Agreement, excluding Exchange Termination Payments, if such payments are designated in a City ordinance relating to that Qualified Exchange Agreement as having a lien on Pledged Revenues on a parity with the lien thereon of Parity Superior Obligations;

(2) Reimbursement of any reserve fund Credit Facility obtained for any issue of Parity Obligations; and

(3) Cash deposits to any required reserve fund established with respect to any issue of Parity Obligations.

Each payment of Debt Service Requirements on Parity Superior Obligations shall be transferred to the Paying Agent for payment of Parity Superior Obligations, or directly to a Qualified Counterparty, bond insurer, reserve account insurer or guarantor or other provider of a Credit Facility entitled to receive payments on Parity Superior Obligations, on or before the due date of such payment.

G. Use of the Wastewater System Rate Stabilization Fund. Amounts deposited in the Wastewater System Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Wastewater System Gross Revenues may be used.

Section 5. Additional Parity Subordinate Obligations. Parity Subordinate Wastewater System / Environmental Services Gross Receipts Tax Obligations may be issued for the purposes permitted by the Act including, but not limited to (i) financing the costs of a project; or (ii) providing additional funds for deposit into the Wastewater System Replacement Fund and

paying the costs incident to the issuance of such Parity Subordinate Obligations or any combination of the foregoing.

A. Limitations Upon Issuance of Additional Parity Subordinate Obligations. The tests required in this Section shall be performed without adjustment for payments to or withdrawals from the Wastewater System Rate Stabilization Fund. Except as permitted herein, prior to the issuance of additional Parity Subordinate Obligations, the City shall be current in making all deposits required by Section 3 and the following test shall be satisfied:

(i) a certificate prepared by the City Finance Director showing that the Pledged Revenues for the Historic Test Period were at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Superior Obligations and Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(a) the Pledged Revenues for the Historic Test Period were at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Subordinate Obligations immediately preceding the issuance of the Parity Subordinate Obligations proposed to be issued; and

(b) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated completion date of the specified project(s) to be funded with the proceeds of such Parity Obligations, the Consulting Engineer estimates that the City will be in compliance with the Rate Covenant; and

(c) the estimated Pledged Revenues for each of the three Fiscal Years immediately following the latest estimated completion date for the specified project(s) to be financed with proceeds of such Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the City will be at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Superior Obligations and Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed Parity Subordinate Obligations.

For purposes of subsections (ii)(b) and (c) above, in estimating Wastewater System Net Revenues, the Consulting Engineer may take into account (1) reasonable Wastewater System Gross Revenues from specified Wastewater System projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Wastewater System Gross Revenues which have been approved by the City and will be in effect during the period for which the estimates are provided, and (3) any other increases in Wastewater System Gross Revenues which the Consulting Engineer believes to be a reasonable assumption for such period. With respect to Wastewater System Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Wastewater System Operation and Maintenance Expenses, (ii) Wastewater System Operation and Maintenance Expenses associated with the specified Wastewater System projects and (iii) such other factors, including inflation and changing operations or policies of the City, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Wastewater System Net Revenues and shall also

set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consultant may rely upon financial statements prepared by the City which have not been subject to audit by an Independent Accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the City shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(iv) Nothing contained in this Agreement shall be construed to prevent the City from issuing bonds or other obligations with a lien on Pledged Revenues subordinate or junior to the lien of the Parity Subordinate Obligations on Pledged Revenues.

(v) The City may issue additional obligations payable from Pledged Revenues with a lien on Pledged Wastewater System Revenues superior to the lien of Parity Subordinate Obligations (provided, that such Superior Lien Obligations may be issued in compliance with the requirements for issuing such obligations as provided in the applicable section of the ordinance in which Outstanding Superior Lien Obligations were authorized).

Section 6. Refunding Bonds. The provisions of Section 4 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time after this Agreement, or any part thereof, shall remain outstanding, the City shall find it desirable to refund any outstanding Parity Subordinate Obligations or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only

with the consent of the registered owner or owners thereof, unless the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed (except as provided in Paragraph A of Section 5 and in Paragraphs B and C of this Section).

B. Limitations Upon Issuance of Refunding Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on parity with this Agreement authorized, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien thereon of this Agreement; or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 5 of above.

C. Refunding Part of an Issue. The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, subject to the inclusion of any such rights and privileges designated in Paragraph C of this Section, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded

portion of such outstanding obligations of any one or more issues (including but not necessarily limited to the issue herein authorized). If only a part of the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues are refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(1) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations, or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 5 above, or

(3) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

E. Cross-over Refunding Bonds. If the refunding bonds to be issued are Cross-over Refunding Bonds, the ordinance providing for the issuance thereof shall provide (1) that until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds, the Cross-over Refunding Bonds shall not be Parity Subordinate Obligations and shall be payable solely from the escrow provided for in the related ordinance, and (2) a certificate of an Independent Accountant shall be prepared to demonstrate the sufficiency of the moneys and investments in the escrow to pay the principal of and interest on the Cross-over Refunding Bonds until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed and to pay or redeem the related Parity Subordinate Obligations being refunded.

Section 7. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that:

A. Rate Covenant.

(1) The City covenants that it will at all times fix rates and collect charges for each class of service rendered by the Wastewater System, and to, from time to time, amend or adjust such rates so that Wastewater System Gross Revenues, together with Pledged Environmental Services Gross Receipts Tax Revenues, shall always be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding Superior Obligations, and that Wastewater System Gross Revenues, together with Pledged Environmental Services Gross Receipts Tax Revenues shall always be sufficient to provide for the payment of Parity Subordinate Obligations as and when the same become due and payable, to maintain the funds and accounts established in this Agreement, to provide for the payment of Wastewater System Operation and Maintenance Expenses which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet on-going legal obligations to be paid at that time; and

(2) The City further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax Revenues, shall at least equal the greater of (a) the Debt Service Requirements on all Outstanding Superior Obligations, this Agreement, and Parity Subordinate Obligations, if any, in such Fiscal Year and the deposits required by this Agreement to be made into the various funds of this Agreement in such year or (b) 110% of the Debt Service Requirements on all Outstanding Superior Obligations, this Agreement, and Parity Subordinate Obligations, if any, in such Fiscal Year.

Failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under this Agreement so long as the City, within 180 days, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant. The City is also required under this Agreement in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax Revenues, for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the City determines that the Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax Revenues, may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the Wastewater System which, in the opinion of the Consulting Engineer, will cause sufficient Wastewater System Gross Revenues, together with the Environmental Services Gross Receipts Tax Revenues, to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Wastewater System Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The City shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to this Agreement. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may undertake steps to reduce Wastewater System Operation and Maintenance Expenses.

B. Lien on Lands Serviced by Wastewater System. New Mexico law grants the City a lien upon each lot or parcel of land for the charges imposed for water and wastewater

services supplied by the Wastewater System to the owner of such lot or parcel (except as otherwise provided in Section 3-23-6 NMSA 1978, as amended). The City will cause each lien to be perfected in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-5 NMSA 1978 as amended. The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the Wastewater System.

C. Levy of Charges. The City will promptly fix, establish and levy the rates and charges which are required by the Rate Covenant. Unless contrary to any provision of applicable law, any ordinance adopted by the City to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to any applicable referendum provisions of any City charter or state law. No reduction in any initial or existing rate schedule for the Wastewater System may be made unless:

(1) the City has fully complied with the provisions of Section 4 above for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(2) the audit required in subsection (H) of this Section or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the estimated Wastewater System Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant in Paragraph B of this Section during the applicable 12-month period.

E. Efficient Operation. The City will maintain the Wastewater System in efficient operating condition and make such improvements, extensions, enlargements, repairs and

betterments to the Wastewater System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for Wastewater System services within the Service Area.

F. Records. So long as the Obligations remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Wastewater System. However, pursuant to Section 6-14-10(E) NMSA 1978, records with regard to the ownership or pledge of the Obligations are not subject to inspection or copying.

G. Right to Inspect. Owners of the Obligations, or their duly authorized agents, shall have the right to inspect at all reasonable times all records, accounts and data relating to the Wastewater System, the Pledged Environmental Gross Receipts Tax Revenues and the Net Revenues.

H. Audits. Within 180 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the Wastewater System to be made by an Independent Accountant. Each audit of the Wastewater System shall include those matters determined to be proper by the Independent Accountant.

I. Billing Procedure. Bills for wastewater or wastewater services or facilities, or any combination, furnished by or through the Wastewater System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by City ordinance. If permitted by law, if a bill is not paid within the period of time required by City ordinance, wastewater services shall be discontinued as required by City ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

J. Charges and Liens Upon Wastewater System. The City will pay when due from Wastewater System Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the Wastewater System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the Wastewater System. The City will not create or permit any lien or charge upon the Wastewater System or the Wastewater System Gross Revenues except as permitted by this Agreement, or it will make adequate provisions to satisfy and discharge within 60 days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Wastewater System or the Wastewater System Gross Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax, assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse affect on owners of the Obligations.

K. Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the Wastewater System, the City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the Wastewater System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the City, prudent and reasonable taking into account. but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate systems such as the Wastewater System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association

in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the Wastewater System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem Parity Wastewater System Obligations or be treated as Wastewater System Gross Revenues and used in the manner provided in Section 3.

L. Competing Wastewater System. Unless contrary to any provision of, or required by, applicable law, as long as the Obligations are outstanding, the City will not grant any franchise or license to a competing wastewater utility system, or permit any person, association, firm or corporation to sell similar wastewater utility services or facilities to any consumer, public or private, within the Service Area of the Wastewater System; provided, however, that nothing shall prevent the City from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation selling similar wastewater utility services or facilities within or for the land to be annexed. Notwithstanding the foregoing, permits granted to individual homeowners shall not violate this section if the City is in compliance with the Rate Covenant.

M. Alienating Wastewater System. While this Agreement and any Superior Obligations, Parity Obligations or Subordinate Obligations are Outstanding, the City shall not, except as permitted below, transfer, sell or otherwise dispose of the Wastewater System. For

purposes of this Section, any transfer of an asset over which the City retains or regains substantial control shall not, for so long as the City has such control, be deemed a disposition of the Wastewater System.

The City may transfer, sell or otherwise dispose of the Wastewater System only if such transfer, sale or disposition complies with one or more of the following provisions:

(a) The property being disposed of is inadequate, obsolete or worn out; or

(b) The property proposed to be disposed of and all other property of the Wastewater System disposed of during the 12-month period ending on the day of such transfer (but excluding property disposed of under (a) above), will not, in the aggregate, constitute a Significant Portion of the Wastewater System determined as described below and the proceeds are deposited into the Wastewater Fund to be used as described below; or

(c) The City receives fair market value for the property, the proceeds are deposited into the Wastewater Fund to be used as described below and, prior to the disposition of such property, there is delivered a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds in accordance with the expectations of the City as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the City will be in compliance with during each of the five Fiscal Years immediately following such disposition.

For purposes of this Section, the term "Significant Portion" of the Wastewater System means property of the Wastewater System which, if such property had been disposed of by the City at the beginning of the Fiscal Year which includes the month of commencement of the 12-month period referred to in (b) above would have resulted in a reduction in Wastewater System

Net Revenues for such Fiscal Year of more than 4 % when the actual Wastewater System Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the Wastewater System and increased by the expenses of the City directly attributable to such property of the Wastewater System.

Proceeds of the disposition of assets under (b) or (c) above shall be deposited into the Wastewater Fund and used, within a reasonable period of time, not to exceed three years, to (i) provide additional revenue-producing properties to the Wastewater System, (ii) redeem Parity Wastewater System Obligations or (iii) create an escrow fund pledged to pay all or a part of the Obligations and thereby cause such Obligations to be deemed to be paid as provided in the ordinance or ordinances authorizing the issuance of the Obligations.

No such disposition shall be permitted which would cause the City to be in default of any other covenant contained in this Agreement.

N. Extending Interest Payments. To prevent any accumulation of claims for interest after maturity, except as permitted by this Agreement or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Obligations. If the time for payment of interest is extended contrary to the provisions of this Section, the installments of interest extended shall not be entitled, in case of an event of default under this Agreement, or Related Documents, to the benefit or security of this Agreement, or Related Documents until the prior payment in full of the principal of and interest on all other Obligations then outstanding.

O. Competent Management. The City shall employ experienced and competent personnel to manage the Wastewater System.

P. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Wastewater System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the Wastewater System as required by this Section and the proper segregation and application of the Wastewater System Gross Revenues.

Q. City's Existence. The City will maintain its corporate identity and existence as long as the Obligations remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may annex or de-annex land if the City complies with other applicable covenants in this Agreement.

R. [RESERVED]

S. Other Liens. Other than the Outstanding Superior Obligations and Parity Obligations, including this Agreement, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

T. Duty With Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues, or any part of the ordinances, shall ever be held to be invalid or unenforceable, it shall be the duty of the City to immediately take any legally permissable action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of this Agreement, except as provided in paragraph U of this Section.

U. Impairment of Contract. The City agrees that any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Outstanding Obligations, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Outstanding Obligations, unless

such Outstanding Obligations have been discharged in full or provision has been fully made therefor, or unless the consent of the required percentage of the registered owners of the Outstanding Obligations is obtained pursuant to the ordinance authorizing the issuance of such Obligations.

V. Limitation on Consolidation of Wastewater System. The City shall not, for so long as any of the Outstanding Obligations are Outstanding, consolidate the Wastewater System with the City's water system.

INTERIM PROMISSORY NOTE
($114,000,000 Wastewater Utility System Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

One Hundred Fourteen Million Dollars ($114,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Wastewater Utility System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$17,000,000 Water Utility System Loan Agreement

(Made pursuant to Funding Package consisting of $151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**
- **Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations (Attachment 1)**
- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

_Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$17,000,000 Water Utility Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges Net Water Utility System Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Project under this agreement includes:

- Nichols Dam Outlet Works Rehabilitation.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $17,000,000 (Water Utility System Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from the

date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower, and the loan term shall not exceed the average economic life of the project as a whole.. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the

NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as Net Revenues of the Water Utility System owned and operated by the City of Santa Fe, as more specifically defined in the Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other

professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

8. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

9. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

10. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

11. If the Funds are to be used for construction of water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

12. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the

Borrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors, subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, §§ 47-5-1 to 47-5-8.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note, as set forth in the Rate Covenant in the System Covenants.

F. The Borrower shall not provide any free services of the Water Utility System. The Borrower shall, to the full extent permitted by law, collect payment for water services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set water user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Water Utility System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate- setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

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

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability, or age, in programs or activities receiving federal financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

New Mexico CWSRF Loan Agreement Provision LA10: Davis-Bacon

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

New Mexico CWSRF Loan Provision LA15 Fiscal Sustainability Plan

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient
Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO NET WATER UTILTY SYSTEM OBLIGATIONS ('SYSTEM OBLIGATIONS")

Bracketed section references refer to the corresponding sections in Ordinance No. 2016-19, adopted by the Governing Body of the City of Santa Fe on May 1, 2016 (the "Master Ordinance").

Section 1. Definitions.

"Agreement Debt Service Fund" means the fund established and maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement.

"Authorized Officer" means the City's Mayor, Manager, Finance Director and Treasurer, or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"Finance Director" or his or her successor in function, provided that for purposes hereof, the designation of any successor in title by the City Manager, if given in writing, shall be conclusive.

"Consulting Engineer" means any registered or licensed professional engineer or firm of engineers or Independent Accountant, entitled to practice and practicing as such under the laws of the State, retained and compensated by the City but not in the regular employ of the City; but, as to any construction drawings and specifications prepared for the System by City employees under the supervision of the City Engineer, this term may include the City Engineer.

"Debt Service Requirements" for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds during that period, or

to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether at maturity, the Accreted Term Date or upon mandatory sinking fund redemption dates, or to make reimbursements for payments of that principal or Accreted Value. For purposes of calculating the maximum annual Debt Service Requirements, the following assumptions shall be used:

(a) in determining the principal due in each year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made on System Bonds in accordance with any amortization schedule established by Ordinance, the Supplemental Ordinance or Related Documents setting forth the terms of such System Bonds, including, as a principal payment, the Accreted Value of any Capital Appreciation Bonds maturing or scheduled for redemption in such year; in determining the interest due in each year, interest payable at a fixed rate shall (except to the extent subsection (b), (c), (d), (e) or (f) of this definition applies) be assumed to be made at such fixed rate and on the required payment dates;

(b) if all or any portion or portions of an Outstanding series of System Bonds constitute Balloon Indebtedness, or if all or any portion or portions of a series of System Bonds then proposed to be issued would constitute Balloon Indebtedness, then, for purposes of determining Debt Service Requirements, each maturity which constitutes Balloon Indebtedness shall, unless provision (c) of this definition then applies to such maturity, be treated as if it were to be amortized over a term of 20 years commencing in the year the stated maturity of such Balloon Indebtedness occurs and with substantially level annual debt service payments; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for 20-year fixed-rate

System Bonds issued under the Master Ordinance on the date of such calculation, with no credit enhancement and taking into consideration whether such System Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; with respect to any series of System Bonds only a portion of which constitutes Balloon Indebtedness, the remaining portion shall be treated as described in (a) above or such other provision of this definition as shall be applicable and, with respect to any series or that portion of a series which constitutes Balloon Indebtedness, all payments of principal and interest becoming due prior to the year of the stated maturity of the Balloon Indebtedness shall be treated as described in (a) above or such other provision of this definition as shall be applicable;

(c) any maturity which constitutes Balloon Indebtedness as described in provision (b) of this definition and for which the stated maturity date occurs within 12 months from the date such calculation is made, shall be assumed to become due and payable on the stated maturity date and provision (b) above shall not apply thereto unless there is delivered to the entity making the calculation a certificate of an Authorized Officer stating that the City intends to refinance such maturity and stating the probable terms of such refinancing and that the debt capacity of the City is sufficient to successfully complete such refinancing; upon the receipt of such certificate, such Balloon Indebtedness shall be assumed to be refinanced in accordance with the probable terms set out in such certificate and such terms shall be used for purposes of calculating Debt Service Requirements, provided that such assumption shall not result in an amortization period longer than or an interest rate lower than that which would be assumed under provision (b) above;

(d) if any of the Outstanding series of System Bonds constitute Tender Indebtedness or if System Bonds then proposed to be issued would constitute Tender Indebtedness, then, for purposes of determining Debt Service Requirements, Tender Indebtedness shall be treated as if the principal amount of such System Bonds were to be amortized over a term of 25 years commencing in the year in which such series is first subject to tender and with substantially level annual debt service payments; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for 25-year fixed-rate System Bonds issued under the Master Ordinance on the date of such calculation, with no credit enhancement and taking into consideration whether such System Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; with respect to all principal and interest payments becoming due prior to the year in which such Tender Indebtedness is first subject to tender such payments shall be treated as described in (a) above unless the interest during that period is subject to fluctuation, in which case the interest becoming due prior to such first tender date shall be determined as provided in (e) or (f) below, as appropriate;

(e) if any Outstanding System Bonds constitute Variable Rate Bonds (except to the extent subsection (b) or (c) relating to Balloon Indebtedness or (d) relating to Tender Indebtedness applies), the interest rate on such System Bonds and the interest rate for funding any Reserve Requirement for such Variable Rate Bonds shall be assumed to be the lesser of the 30-year Revenue Bond Index (published by The Bond Buyer no more than two weeks prior to date of sale), as certified by the City's financial advisor, the Purchaser of the System Bonds or other investment banker, as designated by the City from time to time or the maximum allowable rate permitted under Section 6.03(b)(i) of the Master

Ordinance. The prospective computations of interest payable on Variable Rate Bonds relating to the issuance of additional Parity Bonds required by Section 5 [Article XXIV] shall be as described therein. The prospective computations of interest payable on Variable Rate Bonds required by the Rate Covenant shall be made on the lesser of the maximum short-term rate prevailing in the preceding twelve months or the maximum allowable rate permitted under Section 6.03(b)(i) of the Master Ordinance;

(f) in any computation relating to the issuance of additional System Bonds or the Rate Covenant, there shall be deducted from the computation of the Debt Service Requirements amounts and investments (unless funded by Net Revenues during the applicable period) which are irrevocably committed to make designated payments on System Bonds during the applicable period, including, without limitation, money on deposit in a Debt Service Account for a series of System Bonds, amounts representing capitalized interest for a series of System Bonds and amounts on deposit in an escrow account irrevocably committed to make designated payments on System Bonds during the applicable period;

(g) interest or principal being paid for reimbursements of Debt Service Requirements made pursuant to a Credit Facility, if such obligations rank on parity with the obligation to pay System Bonds, or if a System Bond is a Bank Bond on the date of computation, shall be considered in the computation of Debt Service Requirements; and

(h) should the City enter into an interest rate swap contract or its equivalent with respect to all or a portion of any series of System Bonds, the amount of interest required to be paid with respect to that series shall be the interest rate paid by the City under its interest rate swap contract, so as to properly reflect the actual savings of the swap.

Any termination or similar fees which may become payable by the City pursuant to such swap contract or its equivalent shall not be considered in the computation of Debt Service Requirements. Such swap contract or its equivalent shall be approved by the New Mexico Board of Finance or any other governmental entity if required by State law.

"Gross Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the City;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) gross receipts taxes, other taxes and/or fees collected by the City and remitted to other governmental agencies; and

(c) condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Historic Test Period" means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 24.02.

"Income Fund" means the "City of Santa Fe Water Utility System Gross Income Fund" which is authorized to be continued in Section 2 hereof [Article XVII] .

"Independent Accountant" means (i) the State Auditor and any accountant working under the supervision and control of the State Auditor, and (ii) any certified public accountant, registered accountant or firm of accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Master Ordinance" means Ordinance No. 2016-19, amending and restating Ordinance No. 2006-47, and as amended or supplemented from time to time in accordance with its terms.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation does

not provide a rating for a series of System Bonds, "Moody's" shall be deemed to refer to any other nationally recognized securities rating organization rating that series of System Bonds.

"NMSA" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Net Revenues" or "Pledged Revenues" means Gross Revenues after deducting Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Outstanding Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Subordinate Obligations" or "Outstanding Parity Subordinate Obligations" means Obligations with a lien on Net Revenues subordinate to the lien thereon of Outstanding Superior Obligations, and on parity with the lien thereon of this Agreement, and include (1) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan Agreement dated May 16, 2008 in an original principal amount of $15,150,000, as amended by First Amendment dated June 10, 2016 (the "2008 NMFA Loan"); (2) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated May 3, 2013 in an original principal amount of $5,050,000, as amended by First Amendment dated June 10, 2016 (the "2013 NMFA Loan"), (3) this Agreement, and (4) any other Obligations issued from time to time with a lien on Net Revenues on parity with the lien thereon of this Agreement.

"Outstanding Superior Obligations" or "Parity Bonds" means the Series 2016 Bonds and other System Obligations issued with a lien on Net Revenues on parity with the lien thereon of the Series 2016 Bonds.

"Outstanding Super Subordinate Obligations" means the 2007 Water Trust Board Loan Agreement maturing in 2027, the 2009 Water Trust Board Loan maturing in 2029, the 2010 Water Trust Board Loan WTB-170 maturing in 2030, the 2011 Water Trust Board Loan WTB-202 maturing in 2031, and the 2011 Water Trust Board Loan WTB-203 maturing in 2031.

"Pledged Revenues" means Net Revenues.

"Rate Covenant" means the covenant in Section 26.03(b) relating to charging rates for use of the System to pay Debt Service Requirements.

"Rate Stabilization Fund" means the Rate Stabilization Fund for System Bonds established in Article XVII of the Master Ordinance and continued in Section 2(h) hereof.

"Rebate Fund" means the Rebate Fund for System Bonds established in Article XVII of the Master Ordinance and continued in Section 2(f) hereof.

"Related Documents" means, in connection with Outstanding Obligations, the Pricing Certificate, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement containing an obligation of the City as may be required in connection with the issuance of the Obligations.

"Replacement Fund" means the Water System Replacement Fund established in Article XVII of the Master Ordinance and continued in Section 2(g) hereof and the applicable section of other ordinances in which Outstanding Obligations were authorized.

"Subordinated Bonds" means all bonds and other obligations of the City hereafter issued with a lien on the Net Revenues subordinate to the lien of Parity Bonds on the Net Revenues.

"Supplemental Ordinance" means, except with respect to the Series 2016 Bonds which are authorized and issued pursuant to the terms of the Master Ordinance, an ordinance and all resolutions, amendments and supplements relating thereto of the Council adopted prior to the initial issuance and delivery of each series of System Bonds, authorizing the issuance of a series of System Bonds, the sale and administration thereof and approving specific terms with respect to that series of System Bonds.

"System" means the municipally owned public utility designated as the City's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Council as part of the water utility system, whether situated within or without the limits of the City.

"System Bonds" means the Series 2016 Bonds, additional Parity Bonds, Subordinated Bonds and other similar obligations payable solely or primarily from Net Revenues which may from time to time be issued pursuant to the Master Ordinance.

"2025 NMED Acquisition Account" means the account so-named and established in Section 2(b) hereof.

"2025 NMED Debt Service Account" means the account so-named and established in Section 2(c) hereof.

"2025 NMED Interest Account" means account so-named and established in Section 2(c) hereof.

"2025 NMED Loan" means the Water State Revolving Fund loan made by NMED to the City in a maximum principal amount of $17,000,000, as initially evidenced by this Agreement and Interim Note.

"2025 NMED Principal Account" means account so-named and established in Section 2(c) hereof.

Section 2. Funds and Accounts.

(a) [Section 17.01] Income Fund. The City shall continue the Income Fund as a separate, distinct and segregated fund. As long as any System Bonds are Outstanding, all Gross Revenues shall continue to be set aside and credited to the Income Fund.

(b) [Section 17.02] Acquisition Fund. The Acquisition Fund established pursuant to Ordinance as a separate and distinct fund of the City to be maintained and controlled by the City or its designee is hereby continued. The City hereby establishes the 2025 NMED Acquisition Account.

(c) [Section 17.03] Debt Service Fund. The City shall continue the Debt Service Fund as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for the payment of the Debt Service Requirements on Parity Bonds and, if applicable, proceeds of Parity Bonds to be used for the payment of Parity Bonds. The City hereby establishes the 2025 NMED Debt Service Account, the 2025 NMED Interest Account, and the 2025 NMED Principal Account.

(d) [Section 17.04] Reserve Fund. The City shall continue the Reserve Fund as a separate and distinct fund to be maintained and controlled by the City or its designee for the

purposes described in Section 18.03 of Ordinance. The City shall establish a separate Reserve Account in the Reserve Fund for each series of Parity Bonds for which there is a Reserve Requirement. No Reserve Account is established for the 2025 NMED Loan.

(e) [Section 17.06] Subordinate Lien Funds and Accounts. The City may establish separate and distinct funds and accounts to be maintained and controlled by the City or its designee to pay Debt Service Requirements on, and to fund Reserve Accounts for, Subordinated Bonds.

(f) [Section 17.07] Rebate Fund. The City shall continue the Rebate Fund as a special and separate fund to be maintained and controlled by the City or its designee. The City shall, to the extent that rebate payments may be required to be made pursuant to Section 148(f) of the Code, establish within the Rebate Fund a separate account for each series of System Bonds. No Rebate Account is established for the 2025 NMED Loan.

(g) [Section 17.08] Replacement Fund. The City shall continue the Replacement Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3([f])) [Section 18.06].

(h) [Section 17.09] Rate Stabilization Fund. The City shall continue the Rate Stabilization Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3([g]) [Section 18.07].

(i) [Section 17.10] Operation and Maintenance Fund. The City shall continue the Operation and Maintenance Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3(a) [Section 18.01].

(j) [Section 17.11] Other Funds. Other funds and accounts relating to any series of System Bonds, including escrow funds and accounts if System Bonds are to be refunded,

may be established by the Council or an officer of the City to be controlled and maintained by the City or its designee.

Section 3. [ARTICLE XVIII] Administration of Income Fund and Other Funds and Accounts.

(a) [Section 18.01] Use of Gross Revenues. As long as any System Bonds are Outstanding, all Gross Revenues shall be deposited in the Income Fund and transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(1) [18.01(a)] Operation and Maintenance Expenses. A sufficient amount of Gross Revenues shall be set aside each month into the Operation and Maintenance Fund to be used to pay the current Operation and Maintenance Expenses as they become due.

(2) [18.01(b)] Debt Service Accounts for Parity Bonds. Net Revenues shall be transferred to the Debt Service Accounts established for each series of Outstanding Parity Bonds in approximately equal amounts each month to provide an amount sufficient to pay Debt Service Requirements on the Outstanding Parity Bonds as they become due.

(3) [18.01(c)] Reserve Account. Net Revenues shall be transferred to the Reserve Account for each series of Parity Bonds with a Reserve Requirement each month to the extent that deposits are required to be made as a result of any draws on a Reserve Account Insurance Policy or deficiency in the Reserve Requirement for a series of Parity Bonds.

(4) [18.01(d)] Subordinated Bonds. Net Revenues shall be transferred to such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Subordinated Bonds and used to pay Debt Service Requirements on Subordinated Bonds and to fund any Reserve Requirement for Subordinated Bonds.

(5) [18.01(e)] Replacement Fund. At the option of the City, Net Revenues may be transferred to the Replacement Fund to be used for the purposes stated in Section 3(a)(6) hereof [Section 18.01(f)].

(6) [18.01(f)] Rate Stabilization Fund. At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes stated in Section 3(a)(7) hereof [Section 18.01(f)].

(7) [18.01((g)] Surplus Net Revenues. Net Revenues shall be retained in the Income Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing System Bonds or paying costs and expenses of the City relating to the administration of System Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and except for taxes, payments in lieu of taxes, franchise fees, surcharges, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(8) [18.01(h)] Accumulation of Revenues. Gross Revenues need not be retained for any use or in any fund or account described in this Section 3(a) [Section 18.01] in excess of the Gross Revenues required for any current use or deposit. For the purposes of this Section 3(a)(8), the term current shall mean the month during which the Net Revenues are being distributed and the immediately following period until the next payment date for Debt Service Requirements on System Bonds.

(b) [Section 18.02] Debt Service Fund. Net Revenues shall be transferred in approximately equal amounts each month to each Debt Service Account sufficient to pay when due the Debt Service Requirements on each series of Parity Bonds.

(1) [18.02(a)] Except as stated in Section 3(d) [Section 18.04] or required by the Supplemental Ordinance relating to a series of Parity Bonds, approximately equal monthly deposits of Net Revenues shall be made to each Debt Service Account beginning six months before each Interest Payment Date for any Outstanding Parity Bonds in order to make the next payment of interest on each such System Bond when due. However, if the first Interest Payment Date for a series of System Bonds is less than seven months after the date of the original issuance of that series of System Bonds, equal monthly deposits of Net Revenues before the first Interest Payment Date shall begin in the first full month following the date of issuance of that series of System Bonds.

(2) [18.02(b)] Except as stated in Section 3(d) [Section 18.04] or as required by the Supplemental Ordinance relating to a series of System Bonds, substantially equal monthly deposits of Net Revenues shall be made to each Debt Service Account beginning 12 months before each principal or Accreted Value payment date for any Outstanding Parity Bonds in order to make the next scheduled payment of principal or Accreted Value on each such System Bond when due whether at maturity on a mandatory sinking fund redemption date or other Accretion Term Date. However, if the first principal payment date for a series of System Bonds is less than thirteen months after the date of the original issuance of that series of System Bonds, equal monthly deposits of Net Revenues before the first principal payment date shall begin in the first full month following the date of issuance of that series of System Bonds. Principal payments include scheduled payments at maturity, by mandatory sinking fund installment or otherwise scheduled payments of principal. Accreted Value payments include scheduled payments on the Accretion Term Date, if any, and as otherwise stated in the applicable Supplemental Ordinance.

If in the month immediately preceding any payment date for the Series 2016 Bonds and any series of Parity Bonds, the City determines that there are not sufficient funds accumulated in a Debt Service Account to pay the amount becoming due on such series of System Bonds on the payment date, the City shall promptly deposit any available Net Revenues in that Debt Service Account in an amount equal to the deficiency. If, prior to any payment date for a series of System Bonds, there has accumulated in the applicable Debt Service Account the entire amount necessary to pay the amount becoming due on those System Bonds on that payment date, no additional Net Revenues need be deposited in that Debt Service Account prior to that payment date. In making the determinations permitted by this Section 3(b)(2), the City may take into account the amount on deposit in any other fund or account or escrow relating to the applicable series of System Bonds irrevocably set aside for the next payment of those System Bonds.

Unless otherwise stated in the Supplemental Ordinance relating to any series of Parity Bonds, amounts deposited in any Debt Service Account shall be applied first to the payment of interest and then to pay or satisfy any sinking fund requirements for the payment of principal.

Except as provided in Section 3(d) [Section 18.04], money in a Debt Service Account shall be used only to pay the Debt Service Requirements on any series of System Bonds for which the Debt Service Account was created. Transfers of amounts equal to the Debt Service Requirements shall be made by the City on a timely basis to the appropriate Fiscal Agent.

Any amount owed by the City to a Bond Insurer for payment of Debt Service Requirements on Insured Bonds of a series of Parity Bonds pursuant to a Bond Insurance Policy shall be paid from Net Revenues with the same priority as other payments of Debt Service Requirements on that series of Parity Bonds.

(c) [Section 18.03]. Reserve Account. As provided in a Supplemental Ordinance, the City may establish a separate Reserve Account in the Reserve Fund for each series of Parity Bonds for which there is a Reserve Requirement. Each Reserve Account may be funded with the proceeds of the applicable series of Parity Bonds, a Reserve Account Insurance Policy, Net Revenues or any combination thereof. A Reserve Account Insurance Policy may be substituted for an equivalent amount of cash in a Reserve Account.

No payments need be made into a Reserve Account, if created, as long as the sum of the money in that Reserve Account and the insurance in effect under any Reserve Account Insurance Policy for the applicable series of Parity Bonds is equal to or greater than the Reserve Requirement for that series of System Bonds and all proceeds of the Reserve Account Insurance Policy used to pay Debt Service Requirement have been repaid. Money in each Reserve Account shall be accumulated and maintained as a continuing reserve to be used, except as provided in this Section 3(c) [18.03] and Section 3(d) [18.04], only to prevent deficiencies in the payment of the principal of, Accreted Value or interest on the series of Parity Bonds for which the Reserve Account was established and to reimburse the Insurer under any applicable Reserve Account Insurance Policy.

If the amount on deposit in the Debt Service Account for a series of Parity Bonds on a payment date for that series of System Bonds and available Net Revenues are not enough to pay the amount becoming due on that series on that date, an amount equal to the deficiency shall be transferred from the applicable Reserve Account to the Debt Service Account for that series of Parity Bonds. If the amount of money on deposit in the Reserve Account is not sufficient to make up the deficiency in the Debt Service Account for that series of Parity Bonds when due, a demand for payment shall be made on any applicable Reserve Account Insurance Policy.

A sum equal to the amount in such other Reserve Account and the proceeds of a Reserve Account Insurance Policy used to pay Debt Service Requirements on a series of Parity Bonds plus interest, if any, owed on amounts advanced pursuant to a Reserve Account Insurance Policy shall be deposited in that Reserve Account from the first Net Revenues received by the City which are not required by Section 3(a) [18.01] to be used for another purpose. The amount received shall first be used to reimburse the Reserve Account Insurer for amounts paid under the Reserve Account Insurance Policy used to pay Debt Service Requirements, second to pay interest or fees owed to a Reserve Account Insurer in connection with amounts advanced pursuant to a Reserve Account Insurance Policy, and third to replace amounts of money drawn from the Reserve Account. Any interest or fees due to a Reserve Account Insurer shall be subordinate to any amounts required to be paid for the benefit of the Owners of the series of Parity Bonds. The priority for the use of money deposited in a Reserve Account for a series of System Bonds may be changed by the Supplemental Ordinance for that Series.

If all proceeds drawn on a Reserve Account Insurance Policy and accrued interest thereon for a series of Parity Bonds have been reimbursed and paid, any amount on deposit in the Reserve Account relating to that series of System Bonds in excess of the Reserve Requirement for that series (taking into consideration the amount of insurance available under any applicable Reserve Account Insurance Policy) may be withdrawn at any time from the Reserve Account and deposited in the Replacement Fund. However, any excess which represents original proceeds of a series of Outstanding System Bonds or interest thereon shall first be used to pay Debt Service Requirements on that series of System Bonds or costs of the Project for which that series of System Bonds was issued.

If a Reserve Account Insurance Policy is used to satisfy the Reserve Requirement for a series of Parity Bonds, the City shall give notice thereof to each rating agency providing a rating for that series of System Bonds.

(d) [Section 18.04] Termination Upon Deposits to Maturity. No payments need be made into the Debt Service Account or Reserve Account for a series of Parity Bonds if the sum of the amounts in that Debt Service Account and Reserve Account (without regard for the coverage available under any Reserve Account Insurance Policy) is not less than the Debt Service Requirements due and to become due on and before the final maturity date of that series of Parity Bonds, both accrued and not accrued, and all proceeds paid under any Reserve Account Insurance Policy and Bond Insurance Policy for that series of Parity Bonds have been reimbursed and all amounts owed to the providers of such policies have been paid in full. Unless otherwise provided in the Supplemental Ordinance applicable to a series of Parity Bonds, the money retained in those two accounts shall be used only to pay the Debt Service Requirements on that series of System Bonds when due except that any money on deposit in any such Debt Service Account which is not necessary to pay such Debt Service Requirements shall be used as surplus Net Revenues and any money on deposit in any such Reserve Account which is not necessary to pay such Debt Service Requirements (other than proceeds of Outstanding Parity Bonds) shall be deposited in the Replacement Fund.

(e) [Section 18.05] Subordinated Bonds. Net Revenues shall be used as required in the 2025 NMED Loan and by the applicable ordinances of the Council authorizing the issuance of other Subordinated Bonds, the payment of Debt Service Requirements thereof and the funding of reserves for Subordinated Bonds. Subordinated Bonds shall have the order of priority

with respect to other Subordinated Bonds as set forth in the Supplemental Ordinances authorizing the issuance of Subordinated Bonds.

(f) [Section 18.06] Replacement Fund. In addition to Net Revenues, the City shall deposit in the Replacement Fund, all money released from a Reserve Account for a series of System Bonds in excess of the Reserve Requirement for that series pursuant to Section 18.03, except for any such excess which is designated for another System purpose by resolution or ordinance of the Council or which is proceeds of Outstanding System Bonds, together with such other moneys from other sources as may be designated by the Council.

While any System Bonds are outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, Outstanding System Bonds.

(g) [Section 18.07] Rate Stabilization Fund. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Gross Revenues may be used. If deposits to the Rate Stabilization Fund are made by the City from sources of legally available moneys other than Gross Revenues, then such deposits shall be excluded from computations required pursuant to Section 5 [Article XXIV] and Section 7(c) [Section 26.03].

(h) [Section 18.08] Pro Rata Deposits. If the amount of Net Revenues available for deposit in the Debt Service Fund is not sufficient to pay the entire amount required to be deposited in the Debt Service Accounts and/or Reserve Accounts, the Net Revenues available shall be deposited first in the Debt Service Accounts and then in the Reserve Accounts, in each case,

pro rata based upon the amount required to be deposited in each Account to the total Net Revenues available for deposit.

Reimbursements owed to a Bond Insurer, Reserve Account Insurer or provider of another Credit Facility for amounts used to pay Debt Service Requirements on a series of System Bonds shall be paid on the same pro rata basis and with the same priority as are amounts to be deposited in the Debt Service Account or Reserve Account, as applicable, with respect to the applicable series of Parity Bonds (or comparable accounts with respect to a series of Subordinated Bonds).

(i) [Section 18.09] Variable Rate Bonds. In making computations required by this Article, interest on Variable Rate Bonds which cannot be determined exactly for a future period shall be deemed to bear the interest rate required by the definition of Debt Service Requirements in the Master Ordinance or the applicable Supplemental Ordinance. To determine the amount required to be on deposit in any Debt Service Account for the payment of interest, computations of the interest rate on Variable Rate Bonds shall be made whenever there is a change in the interest rate on the applicable Variable Rate Bonds except that the computation need not be made more often than once in any month.

Section 4. [ARTICLE XIX] Transfers to Pay Principal of, Premium, if any, and Interest on System Bonds; Payment of Expenses.

(a) [Section 19.01] Transfer to Paying Agent. The City shall transfer legally available funds for the payment of Debt Service Requirements on each series of System Bonds to the applicable Paying Agent on or before the date on which each such payment is due.

(b) [Section 19.02] Expenses. The City or its designee shall pay all Expenses directly to the party entitled thereto from proceeds of a series of System Bonds, from amounts on deposit in the Acquisition Account for a series of System Bonds and from other Net Revenues, as applicable.

Section 5. [Article XXIV] Additional System Bonds.

(a) [Section 24.01] Limitations Upon Issuance of System Bonds. Subject to the limitations of this Section 5 and Section 6 [Article XXIV and Article XXV], nothing in Ordinance or the Ordinance authorizing execution and delivery of the 2025 NMED Loan Agreement shall be construed to prevent the issuance by the City of additional System Bonds.

(b) [Section 24.02] Parity Bonds. Parity Bonds may be issued for the System purposes including, but not limited to, (i) financing the Costs of a Project; or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and paying the costs incident to the issuance of such Parity Bonds or any combination of the foregoing.

The tests required in this Section 5 [Section 24.02] shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Parity Bonds. Except as permitted herein and by Section 6 [Article XXV], prior to the issuance of additional Parity Bonds, the City shall be current in making all deposits required by Section 2 [Article XVIII] and the following test shall be satisfied:

(1) [24.02(a)] a certificate prepared by an Authorized Officer of the City showing that the Net Revenues for the Historic Test Period were at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds after the issuance of the proposed Parity Bonds, or

(2) [24.02(b)] a certificate prepared by a Consulting Engineer showing that:

(aa) the Net Revenues for the Historic Test Period were at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds immediately preceding the issuance of the proposed additional Parity Bonds;

(bb) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the City will be in compliance with the Rate Covenant; and

(cc) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Bonds, as certified to the Consulting Engineer by an Authorized Officer of the City, will be at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds which will be outstanding immediately after the issuance of the proposed additional Parity Bonds.

For purposes of subsections (2)(aa) and (bb) [24.02(b)(i) and (ii)] above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the City and

will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the City, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the City which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the City shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(c) [Section 24.03] Subordinate Obligations. Additional Subordinated Bonds in addition to the Outstanding Subordinate Obligations, including the 2025 NMED, Loan may be issued for the System purposes including, but not limited to, (i) financing the Costs of a Project; or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and

paying the costs incident to the issuance of such Subordinated Bonds or any combination of the foregoing.

The tests required in this Section 5(c) [Section 24.03] shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Bonds. Except as permitted herein and by Section 6 [Article XXV], prior to the issuance of additional Subordinated Bonds, the City shall be current in making all deposits required by Section 2 [Article XVIII] and the following test shall be satisfied:

(1) a certificate prepared by an Authorized Officer of the City showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds and Outstanding Subordinated Bonds after the issuance of the proposed Subordinated Bonds, or

(2) a certificate prepared by a Consulting Engineer showing that:

(aa) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds and Outstanding Subordinated Bonds immediately preceding the issuance of the proposed additional Subordinated Bonds;

(bb) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the City will be in compliance with the Rate Covenant; and

(cc) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Subordinated Bonds, as certified to the Consulting Engineer by an Authorized Officer of the City, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds and Outstanding Subordinated Bonds which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections Section 5(c)(2)(aa) and (bb) [24.03(b)(i) and (ii)] above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the City and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the City, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made

in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the City which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the City shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(d) [Section 24.04] Certificates. In determining whether additional Parity Bonds may be issued pursuant to Section 5(b) [Section 24.02] or additional Subordinated Bonds may be issued pursuant to Section 5(c) [Section 24.03], a written certificate or opinion of an Authorized Officer of the City or a Consulting Engineer shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the additional Parity Bonds or additional Subordinated Bonds, respectively.

(e) [Section 24.05] Superior Obligations Prohibited. As long as Parity Bonds are outstanding, the City shall not issue additional System Bonds having a lien on the Net Revenues prior and superior to the lien of Parity Bonds on Net Revenues.

(f) [Section 24.06] Variable Rate Bonds and Tender Indebtedness.

(1) [24.06(a)] In making the computations required by this Section 5 [Article XXIV], to determine if additional System Bonds may be issued, Variable Rate Bonds shall be deemed to bear a rate of interest at the 30-year Revenue Bond Index (published by The

Bond Buyer no more than two weeks prior to the date of sale) certified as described in the definition of Debt Service Requirements.

(2) [24.06(b)] No Variable Rate Bonds or Tender Indebtedness shall be issued unless such series of System Bonds is rated, based upon a Credit Facility or otherwise, at the time of issuance at the minimum level as required for investment by money market funds by at least one of the recognized major rating agencies.

(3) [24.06(c)] If the computations required by this Article are made assuming (i) interest at the maximum interest rate payable to the Bank providing a Credit Facility for the Variable Rate Bonds or Tender Indebtedness and (ii) the accelerated principal repayment schedule due to such Bank, then the acceleration of principal payments and excess interest due to such Bank may be on a parity with the payment of Debt Service Requirements on Parity Bonds; provided, however, if such assumptions are not made in making the computations required by this Article, then any accelerated principal payments due to such Bank or any interest due in excess of the rate on the Variable Rate Bonds or Tender Indebtedness must be subordinated to the payment of Debt Service Requirements on Parity Bonds.

(4) [24.06(d)] Any Bank providing a Credit Facility for liquidity support of Variable Rate Bonds or Tender Indebtedness must be rated at the minimum level as required for investment by money market funds by at least one of the recognized major rating agencies.

(5) [24.06(e)] Any trustee, tender agent or paying agent employed with respect to Variable Rate Bonds or Tender Indebtedness must be a commercial bank with trust powers and any remarketing agent employed with respect to Variable Rate Bonds or Tender Indebtedness must have trust powers if it is responsible for holding monies or receiving bonds.

(6) [24.06(f)] The provisions of this Section 24.06 and the other provisions of the Master Ordinance stating terms and conditions relating to the issuance of Variable Rate Bonds and Tender Indebtedness may be modified at the time of issuance of Variable Rate Bonds or Tender Indebtedness in accordance with the Supplemental Ordinance authorizing issuance thereof.

Section 6. [ARTICLE XXV] Refunding Bonds.

The provisions of Section 6 [Article XXIV of Ordinance] are subject to the following exceptions:

(a) Privilege of Issuing Refunding Obligations. If at any time while System Bonds remain Outstanding, the City desires to refund any Outstanding System Bonds or other obligations payable from Net Revenues, those System Bonds or other obligations, or any part thereof, may be refunded regardless of whether the priority of the lien for the payment of the refunding System Bonds on the Net Revenues is changed (except as provided in Sections 24.04 and in subsections (b), (c), and (d) of this Section 6 [Article XXV].

(b) Limitations Upon Issuance of Refunding Parity Bonds. No refunding bonds or other refunding obligations shall be issued as Parity Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Parity Bonds for any Fiscal Year after the issuance of refunding Parity Bonds will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Parity Bonds authorized prior to the issuance of such refunding Parity Bonds by more than ten percent (10%) in any such Fiscal Year, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Parity Bonds are issued in compliance with Section 5(b) [Section 24.02].

(c) Limitations Upon Issuance of Refunding Subordinated Bonds. No refunding bonds or other refunding obligations shall be issued as Subordinated Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Subordinated Bonds for any Fiscal Year after the issuance of refunding Subordinated Bonds will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Subordinated Bonds authorized prior to the issuance of such refunding Subordinated Bonds by more than ten percent (10%) in any such Fiscal Year, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Subordinated Bonds are issued in compliance with Section 5(c) [Section 24.03].

(d) Limitations Upon Issuance of Any Refunding System Bonds. Any refunding System Bonds shall be issued with such details as the Council may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the series of System Bonds or other obligations payable from Net Revenues to which the refunding was applicable.

Section 7. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that:

(a) [Section 26.01] Use of System Bond Proceeds. The City covenants and agrees that it will promptly apply the proceeds of each series of System Bonds to the Project for which they were issued or for the refunding of Outstanding System Bonds, as applicable, and for the other purposes permitted by the Master Ordinance or applicable Supplemental Ordinance.

(b) [Section 26.02]. Payment of System Bonds. The City covenants and agrees that it will promptly pay the Debt Service Requirements on System Bonds at the place, on the dates and in the manner specified in the Master Ordinance, the applicable Supplemental Ordinance, Related Documents and the System Bonds.

(c) [Section 26.03] Rate Covenant.

(1) The City covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(2) The City further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Net Revenues shall at least equal (i) 130% of the Debt Service Requirements on the Series 2016 Bonds and any additional Parity Bonds Outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on Outstanding Parity Bonds and Subordinated Bonds, including the 2025 NMED Loan, Outstanding in such Fiscal Year.

(3) Failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the City, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance

with the Rate Covenant. The City is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the City determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The City shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(d) [Section 26.04] Lien on Lands Serviced by System. State law grants the City a lien upon each lot or parcel of land for the charges imposed for water and sanitary sewer services supplied by the System to the owner of such lot or parcel (except as otherwise provided in Section 3-23-6 NMSA). The City will cause each lien to be perfected in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-5 NMSA. The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the System.

(e) [Section 26.05] Levy of Charges. The City will promptly fix, establish and levy the rates and charges which are required by Section 7(c) [Section 26.03]. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Council to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(1) the City has fully complied with the requirements of the Rate Covenant contained in Section 7(c) [Section 26.03] for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(2) the audit required by Section 7(i) [Section 26.09] or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant contained in Section 26.03 during the applicable 12-month period.

(f) [Section 26.06] Efficient Operation. The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area.

(g) [Section 26.07] Records. So long as System Bonds remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System.

However, pursuant to Section 6-14-10(E) NMSA, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(h) [Section 26.08] Right to Inspect. Owners, or their duly authorized agents, shall have the right to inspect at all reasonable times all records, accounts and data relating to the System.

(i) [Section 26.09] Audits. Within 180 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant.

(j) [Section 26.10] Billing Procedure. Bills for water or water facilities furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the City. If permitted by law, if a bill is not paid within the period of time required by such ordinance, water service shall be discontinued as required by such ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(k) [Section 26.11] Charges and Liens Upon System. The City will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The City will not create or permit any lien or charge upon the System or the Net Revenues except as permitted by the Master Ordinance, or it will make adequate provisions to satisfy and discharge within 60 days after the same accrue, all lawful claims and demands for labor, materials,

supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Net Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax, assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Owners.

(l) [Section 26.12] Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Council, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate water systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged

and thereafter, any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in the manner provided in Article XVIII.

(m) [Section 26.13] Competing System. Unless contrary to any provision of, or required by, applicable law, as long as System Bonds are outstanding, the City will not grant any franchise or license to a competing water utility system, or permit any person, association, firm or corporation to sell water utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing shall prevent the City from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(n) [Section 26.14] Alienating System. While the System Bonds are Outstanding, the City shall not, except as permitted below, transfer, sell or otherwise dispose of the System. For purposes of this Section, any transfer of an asset over which the City retains or regains substantial control shall not, for so long as the City has such control, be deemed a disposition of the System.

The City may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(1) The property being disposed of is inadequate, obsolete or worn out; or

(2) The property proposed to be disposed of and all other property of the System disposed of during the 12-month period ending on the day of such transfer (but excluding property disposed of under (a) above), will not, in the aggregate, constitute a Significant

Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(3) The City receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and, prior to the disposition of such property, there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds in accordance with the expectations of the City as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the City will be in compliance with the Rate Covenant during each of the five Fiscal Years immediately following such disposition.

For purposes of this Section, the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the City at the beginning of the Fiscal Year which includes the month of commencement of the 12-month period referred to in (b) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than 4% when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the City directly attributable to such property of the System.

Proceeds of the disposition of assets under (b) or (c) above shall be deposited into the Income Fund and used, within a reasonable period of time, not to exceed three years, to (i) provide additional revenue-producing properties to the System, (ii) redeem System Bonds or (iii) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in Article XXXI of Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be

disposed of, except under the terms of provision (a) above, unless the City has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the City to be in default of any other covenant contained in Ordinance.

(o) [Section 26.15] Extending Interest Payments. To prevent any accumulation of claims for interest after maturity, except as permitted by the Master Ordinance, Supplemental Ordinance or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on System Bonds. If the time for payment of interest is extended contrary to the provisions of this Section, the installments of interest extended shall not be entitled, in case of an event of default under the Master Ordinance, Supplemental Ordinance or Related Documents, to the benefit or security of the Master Ordinance, Supplemental Ordinance or Related Documents until the prior payment in full of the principal of, Accreted Value and interest on all other System Bonds then outstanding.

(p) [Section 26.16] Competent Management. The City shall employ experienced and competent personnel to manage the System.

(q) [Section 26.17] Performing Duties. The City will faithfully and punctually perform all duties with respect to the System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(r) [Section 26.18] Other Liens. Other than as stated in or provided by the Master Ordinance or applicable disclosure document for a series of System Bonds, there are no liens or encumbrances of any nature whatsoever, on or against the System, the Gross Revenues or the Net Revenues.

(s) [Section 26.19] City's Existence. The City will maintain its corporate identity and existence as long as System Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may, annex or de-annex land if the City complies with other applicable covenants contained in the Master Ordinance.

(t) [Section 26.20] Tax Compliance.

(1) With respect to System Bonds to be issued as tax-exempt bonds under Sections 103 and 141 of the Code, the City will restrict the use and investment of the proceeds of the System Bonds and any funds reasonably expected to be used to pay the System Bonds to the extent necessary so that the System Bonds will not constitute arbitrage bonds under Section 148 of the Code. Authorized Officers having responsibility for issuing System Bonds will give appropriate certificates of the City for inclusion in transcripts of proceedings for System Bonds setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the System Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on System Bonds.

(2) With respect to System Bonds to be issued as tax-exempt bonds under Sections 103 and 141 of the Code, the City (i) will take or cause to be taken such actions that may be required of it for the interest on the System Bonds to be and remain excluded from

gross income for federal income tax purposes, and (ii) will not take or permit to be taken any action that would adversely affect such exclusion, and the City will, among other acts of compliance to the extent necessary to assure the exclusion of interest on System Bonds under the Code, (A) apply, or cause to be applied, the proceeds of the System Bonds to the governmental purpose of the borrowing, (B) restrict the yield as necessary on investment property defined in Section 148(b)(2) of the Code acquired with gross proceeds of the System Bonds, (C) make timely rebate payments to the federal government in accordance with Section 148(f) of the Code, the Rebate Regulations (as defined in Article XXVII of Ordinance) and Ordinance, (D) maintain proper books and records and make, or have made, calculations and reports, and (E) refrain from certain uses of System Bond proceeds. Authorized officers are authorized and directed to take action, make or have made calculations and rebate payments, and make or give covenants, representations, reports and certifications as may be required or appropriate to assure the exclusion of interest on the System Bonds from gross income for federal income tax purposes.

(3) The City covenants that it will not make or cause to be made any investment or deposit described or permitted in the Master Ordinance at other than the value permitted for any such investment or deposit under Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2 of the Regulations or any successor provision applicable to the System Bonds.

(4) The provisions of this Section 7(t) [Section 26.20] shall not apply to the System Bonds, or any series of System Bonds, if at any time and to the extent that the City receives an opinion of Bond Counsel that the failure to comply will not adversely affect the exclusion from gross income of interest on the System Bonds for federal income tax purposes under Section 103(a) of the Code.

(5) The City may issue System Bonds that are not tax-exempt bonds under the Code.

(u) [Section 26.21] Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the City use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any other manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the City, or any department, board or agency thereof, will be paid for from the City's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the City shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

INTERIM PROMISSORY NOTE
($17,000,000 Water Utility System Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

Seventeen Million Dollars ($17,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Water Utility System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-04

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Michael Garicia

Councilor Amanda Chavez

A BILL

AMENDING ORDINANCE NO. 2024-6 TO APPROVE THREE INDIVIDUAL LOAN AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO BE PAID WITH REVENUES FROM EACH SYSTEM, RESPECTIVELY: (1) A WASTEWATER PROJECT LOAN AGREEMENT; (2) A WATER PROJECT LOAN AGREEMENT; AND (3) A SOLID WASTE COLLECTION PROJECT LOAN AGREEMENT; INCORPORATING DEFINITIONS AND COVENANTS RELATING TO WASTEWATER, WATER, AND SOLID WASTE SYSTEM DEBT OBLIGATIONS IN EACH LOAN AGREEMENT, RESPECTIVELY, BY REFERENCE HEREIN; RATIFYING PRIOR ACTION CONSISTENT WITH THE PROVISIONS HEREOF; AND REPEALING PRIOR ACTION INCONSISTENT WITH THE PROVISIONS HEREOF, BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY.

Capitalized terms used in the following preambles [~~are defined in Section 1 of this Ordinance~~] have the same meaning as set forth in Section 1 of this Amendatory Ordinance, unless the context requires otherwise.

underscored material = new [~~bracketed material~~] = delete

WHEREAS, the City of Santa Fe, New Mexico (the "~~Borrower~~ City") is a legally [~~and regularly~~] created public body, established, organized and existing incorporated charter municipality with home-rule powers under the [~~general~~] constitution and laws of the State of New Mexico [~~("State")~~]; and

WHEREAS, the Borrower now owns, operates, and maintains public utilities including Water, Wastewater, and Environmental Services systems ("System"); and

WHEREAS, the present Systems are insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the New Mexico Environment Department ("NMED") is offering the Borrower [~~a~~] three loans to assist in financing improvements to the Systems (the "Projects"), pursuant to [~~an~~] three agreements ("Loan Agreements") and respective promissory notes ("Notes"), payable solely from certain revenues described herein ("the Pledged Revenues"); and

WHEREAS, NMED intends to fund the Loan Agreements with funds that include a one-time federal grant to the NMED from the Environmental Protection Agency (EPA); and

WHEREAS, under the terms of the Loan Agreements, the Projects are [~~is~~] subject to specific requirements of the federal grants;[~~and~~]

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2023
Water Utility System Refunding, Series 2016	$30,145,000
Public Project Revolving Fund ("PPRF")-Buckman Diversion Project, Series 2008	$5,191,493
Drinking Water Revolving Fund ("DWRLF") No. 2696, Series 2013	$1,499,281

WHEREAS, the Governing Body of the Borrower has determined that it is in the best

interest of the Borrower to accept and enter into the Loan Agreements and to execute and to deliver the Notes, for each of the three agreements respectively, to the NMED[,]; and

WHEREAS, the Governing Body adopted Ordinance No. 2024-6 on August 14, 2024, pursuant to which it approved a form of loan agreement with the New Mexico Environment Department ("NMED") in the principal amount of $151,000,000 (the "Proposed Combined NMED Loan Agreement"), for the purpose of financing (1) improvements to the City's Water Utility System, consisting of the Nichols Dam Outlet Works Rehabilitation Project (the "Water System Improvement Project"); (2) improvements to the City's Wastewater Utility System, consisting of (a) UV Disinfection Replacement project; (b) Sanitary Sewer Line Repair project, (c) Collections Division Equipment and Administration Building project, and (d) Wastewater Treatment Plant Repair and Rehabilitation Project (collectively, the "Wastewater System Improvement Projects"); and (3) improvements to the City's Solid Waste Collection System, consisting of Environmental Services Division Maintenance and Administrative Building Project (the "Solid Waste System Project"); and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Water System Improvement Project would be repayable from Net Water System Revenues; and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Wastewater System Improvement Project would be repayable from Net Wastewater System Revenues; and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Solid Waste System Improvement Project would be repayable from Net Solid Waste System Revenues; and

WHEREAS, each of the Net Water System Revenues, Net Wastewater System Revenues, and Net Solid Waste System Revenues has been pledged as security for repayment of, respectively,

outstanding Net Water System Revenue obligations, outstanding Net Wastewater System Revenue obligations, and Net Solid Waste System Revenue obligations; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Water System Revenue obligations include definitions and covenants which are specific to the operation of the Water Utility System, and govern the issuance of additional debt obligations secured by Net Water System Revenue; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Wastewater System Revenue obligations include definitions and covenants which are specific to the operation of the Wastewater Utility System, and govern the issuance of additional debt obligations secured by Net Wastewater System Revenue; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Solid Waste System Revenue obligations include definitions and covenants which are specific to the operation of the Solid Waste Collection System, and govern the issuance of additional debt obligations secured by Net Solid Waste System Revenue; and

WHEREAS, for the purpose of delineating the separate net system revenues being pledged as security for repayment of the loan funds to be provided by NMED for the Water System Improvement Project, the Wastewater System Improvement Projects and the Solid Waste System Improvement Project, and the separate definitions and covenants applicable to each category of pledged revenues, the Governing Body deems it advisable and in the interest of the City to approve a separate loan agreement for each of the Water System Improvement Project, the Wastewater System Improvement Projects, and the Solid Waste System Improvement Project (collectively, the "Improvement Projects"); and

WHEREAS, the following forms of NMED loan documents have been presented to the Governing Body in connection with its consideration of this Ordinance:

(1) $17,000,000 Water Utility System Interim Loan Agreement and

Supplement with Covenants and Provisions Applicable to Net Water Utility System Obligations, and Interim Promissory Note;

(2) $114,000,000 Wastewater Utility System Interim Loan Agreement and Supplement with Covenants and Provisions Applicable to Net Wastewater Utility System Obligations, and Interim Promissory Note; and

(3) $20,000,000 Solid Waste Collection System Interim Loan Agreement and Supplement with Covenants and Provisions Applicable to Net Solid Waste Collection System Obligations, and Interim Promissory Note;

and

WHEREAS, the City intends to finance the costs of the Water System Improvement Project with the proceeds of the Water Utility System Interim Loan Agreement, the costs of the Wastewater Utility System Improvement Projects with the proceeds of the Wastewater Utility System Interim Loan Agreement, and the costs of the Solid Waste Collection System Improvement Project with the proceeds of the Solid Waste Collection System Interim Loan Agreement (together with the Water Utility System Interim Loan Agreement and the Wastewater Utility System Interim Loan Agreement, as each is supplemented by its respective Supplement, the "Loan Agreements"), and to authorize the execution and delivery of the Loan Agreements and corresponding Promissory Notes, subject to the terms and provisions of this Amendatory Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE [~~BORROWER~~] CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise and to the extent that the terms do not conflict with the three Loan Agreement Supplements *(such meaning to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined)*: In addition to the terms defined in the recitals hereof and below in this section,

the defined terms appearing in the Supplement with Covenants and Provisions Applicable to Net Water Utility System Obligations, the Supplement with Covenants and Provisions Applicable to Net Wastewater Utility System Obligations, and the Supplement with Covenants and Provisions Applicable to Net Environmental Services Division Collection System Obligations, are incorporated herein by reference.

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at NMSA 1978, Sections 74-6A-1 to -15 , as amended; enactments of the Governing Body of the Borrower relating to the Notes and the Loan Agreements made by resolution or ordinance, including this ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statues of the State.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Auditor, consistent with the federal Single Audit Act and the State Auditor's rules.

AUTHORIZED OFFICER. City of Santa Fe Mayor Alan Webber or other officer or agent of the Borrower is designated by the Borrower's Signature Resolution Number 2024-30 adopted by the Governing Body of the Borrower, as amended.

BORROWER. The entity requesting funds pursuant to the Act.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year of the System.

GOVERNING BODY OF THE BORROWER. City of Santa Fe governing body.

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. The interim loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final (repayment) loan agreements which shall state the

amounts put into repayment the NMED loaned to the Borrower, which shall be executed annually or biannually per an agreed upon disbursement amount or upon completion of the Projects.

NMSA. New Mexico Statues Annotated, 1987 Compilation, as amended and supplemented.

NOTE. The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreements.

OPERATION AND MAINTENANCE. All reasonable and necessary expenses of the Systems, paid or accrued, relating to operating, maintaining, and repairing the System.

ORDINANCE. This Ordinance includes amendments.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

PLEDGED REVENUES.

- Water System Revenue for Nichols Dam Project
- Wastewater System Revenue for
    - The Ultraviolet (UV) Disinfection Replacement Project,
    - The Collections Equipment and Administrative Building, and
    - The Sanitary Sewer Line Repair and Rehabilitation
    - The Wastewater Treatment Plant (WWTP) Rehabilitation.
- Environmental Services Division Net Revenue for the Environmental Services Division Administrative Building, Maintenance Space, and Storage Area.

PROJECT. The most current NMED approved Project Description described on the Project Description Form on file with NMED, including but not limited to:

- Nichols Dam Outlet Works Rehabilitation.

- UV Disinfection Replacement Project.
- Collections Equipment and Administrative Building.
- Sanitary Sewer Line Repair/Rehabilitation.
- Wastewater Treatment Plant Repair and Rehabilitation
- Environmental Services Division Administrative Building, Maintenance Space, and Storage Area

PROJECT COMPLETION DATE. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 - 20.7.7 NMAC.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of [~~the~~] each Loan Agreement and Note as may be listed in this Ordinance.

Section 2. RATIFICATION. All action before now (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers and employees of the Borrower, directed toward the Loan Agreements and the Notes, is ratified, approved and confirmed as a result of this document

Section 3. Approval of Loan Agreements. The Loan Agreements, as supplemented with the Supplement corresponding to each, and the Interim Promissory Note corresponding to each Loan Agreement, are hereby approved for execution and delivery to NMED, with such modifications as may be required by NMED or otherwise deemed advisable and consistent with the purposes of this Amendatory Ordinance. Prior approval of the Proposed Combined NMED Loan Agreement pursuant to Ordinance No. 2024-6 is hereby repealed.

Section [~~3~~] 4. FINDINGS. The Governing Body of the Borrower declares that it has

considered all relevant information and data and makes the following findings:

(A) The execution and delivery of the Loan Agreements and the Notes pursuant to the Act to provide funds to finance the Projects, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower.

(B) The money available for the Projects from all sources other than the Loan Agreements is not sufficient to pay when due to cost of the Project.

(C) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreements and Notes.

Section [4]5. [~~**SYSTEM.** The Systems shall continue to constitute Water, Wastewater, and Environmental Services systems and shall be operated and maintained as such~~] **Repeal of Prior Inconsistent Action.** All ordinances or parts of ordinances, including Ordinance No. 2024-6, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section [~~5~~]6. Authorization [~~OF PROJECT~~] to Execute Related Documents and Delegated Authority. The acquisition and construction of the Projects and payment of eligible items are set forth in the regulations from proceeds of the Loan Agreements and Notes are [~~is~~] hereby authorized as a cost not to exceed the principal Loan amounts, respectively [~~of $ 151 million~~], excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreements and respective Notes

Section [~~6~~]7. AUTHORIZATION OF LOAN AGREEMENTS.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the borrowing community it is hereby declared necessary that the Borrower execute and deliver the Loan Agreements and Notes to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreements to the Borrower over the construction period of the Project. The principal

Loan amounts of the Notes shall not exceed the loan amounts specified in each of the three agreements [~~$151 million~~] without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, *and the annual interest rate on that principal amounts shall not exceed 0.01% percent per annum. Interest shall be computed as a percentage per year on the outstanding principal amounts on the Loans on the basis of a 365-day year, actual number of days lapsed.* The final maturity date on the Notes shall not extend beyond the agreed upon useful life of the project. The Loans shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreements with the first annual installment in the amount and on the dates provided in the Loan Agreements with the first annual installment due no later than one year after the completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

(C) The NMED has approved the form of the Loan Agreements and the Notes. The Authorized Officer is hereby directed to execute and deliver the Loan Agreements and the Notes and any amendments to the [~~I~~]Loan Agreements or Notes to be executed after completion of the Project with such changes consistent with the Ordinance. The approval by an Authorized Officer of these documents in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From the date of the initial execution and delivery of the Loan Agreements and the Notes, Authorized Officers, agents and employees of the Borrower are authorized, empowered, and directed to carry out such acts and to execute all such documents as may be necessary to comply with the provisions of this Ordinance, the Loan Agreements, and the Notes.

Section [~~7~~]8. SPECTIAL LIMITED OBLIGATIONS. All Funds disbursed pursuant to the Loan Agreements and the Notes shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreements and the Notes except the designated special funds pledged. The Loan Agreements and the Notes shall not constitute indebtedness or debts within the meaning of any constitutional, charter, or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues.

Section 9. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the City shall record and preserve it as is consistent with 2-2.4, "Ordinances; effective date; proof of publication", SFCC 1987, and this Ordinance shall be in full force and effect after its publication in accordance with law.

[~~**Section 8. OPERATION OF PROJECT.** The Borrower shall operate and maintain the Project so that it will function properly over its structural and material design life.~~

~~**Section 9. USE OF PROCEEDS.** The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.~~

~~**Section 10. APPLICATION OF REVENUES.**~~

~~**(A) OPERATION AND MAINTENANCE.** So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.~~

~~**(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.~~

~~**(C) EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.~~

~~**(D) SUBORDINATE OBLIGATIONS.** The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.~~]

Section [~~11~~] 10. LIEN OF LOAN AGREEMENTS AND NOTES. The Loan Agreements and the Notes shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in the Loan Agreements [~~in this Ordinance~~]. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Notes and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreements.

[~~**Section 12. OTHER OBLIGATIONS**. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.~~

~~**Section 13. DEFAULT**. The following shall constitute an event of default under the Loan Agreement:~~

~~**(A)** The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or~~

~~**(B)** Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement *(other than a default described in the previous clause of this section)* for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.~~

~~**UPON OCCURRENCE OF DEFAULT:**~~

~~**(A)** The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to identify sources for additional funds, which may include adjusting the rates charged by the System to ensure repayment of the Note in accordance with applicable laws.~~

~~**(B)** If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan disbursed to the Borrower from NMED.~~

~~**(C)** The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.~~]

Section [~~14~~] 11. ENFORCEMENT VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreements, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The

Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of [~~this~~] these Loan Agreements and waives the right to challenge such jurisdiction.

Section [~~15~~] 12. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreements or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreements and Notes and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section [~~16~~] 13. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Notes to ensure the payment on the Notes promptly as the same become due. All proceeds derived from the System, so long as the respective Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreements.

Section [~~17~~] 14. TERMINATION. When all obligations under the Loan Agreements and Notes have been paid, the Loan Agreements and Notes shall terminate and the pledge, lien, and all

other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Notes, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreements.

Section [~~18~~] 15. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

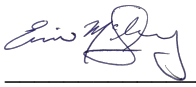
Section [~~19~~] 16. ORDINANCE IRREPEALABLE. After the Loan Agreements and Notes have been executed and delivered, the Ordinance shall be and remain irrepealable until the Notes [~~has~~] have been fully paid, terminated, and discharged, as provided in the Ordinance.

Section [~~20~~] 17. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of the Ordinance.

Section [~~21~~] 18. REPEALER CLAUSE. All bylaws, orders, Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance, or part thereof, heretofore repealed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/Clarifying Structure of NMED Loan

FIR No. 10631

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Clarifying the Structure of a Loan Agreement with New Mexico Environment Department

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Michael Garcia

Reviewing Department(s): Public Utilities Department, Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 11/8/2024 **Phone:** 505-699-2018

Reviewed by City Attorney: _____ **Date:** Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 21, 2025

Summary:

The bill amends Ordinance 2024-6 which authorized the City of Santa Fe's ("City") Public Utilities Department to enter into a loan agreement with the New Mexico Environment Department ("NMED") to accept funding in the form of a one hundred and fifty-one million dollars ($151,000,000) loan through the Clean Water State Revolving Fund ("CWSRF"). The loan proceeds will provide important funding that will be used for high priority water, wastewater, and environmental service infrastructure projects for the purpose of facilitating major repairs to aging infrastructure. Some of these projects involve upgrades to meet Environmental Protection Agency ("EPA") standards. The proposed amendment to the ordinance clarifies the structure of the debt. The purpose of the amendment is to authorize, in place of the single combined $151,000,000 loan agreement, three separate loan agreements: (1) a Wastewater Utility System Loan Agreement in the principal amount of $114,000,000, to be repaid from pledged Net Wastewater System revenue, (2) a Water Utility System Loan Agreement in the principal amount of $17,000,000, to be repaid from pledged Net Water System revenue, and (3) an Environmental Services Division Loan Agreement in the principal amount of $20,000,000, to be repaid from Net Environmental Services Division revenue. The three agreements will replace the single loan agreement for three separate utility systems with three separate revenue streams to be pledged for repayment of the loan amount, financing projects, as approved in the original ordinance. Each loan agreement will include the covenants and provisions applicable to the utility system being improved with the proceeds of that loan, which the City agreed to impose in connection with its outstanding Wastewater Utility System revenue bonds, Water Utility System revenue bonds, and Solid Waste Utility System debt obligations. The 0.01 interest rate and all other material terms of the combined $151,000,000 loan offered by NMED will apply to each separate loan.

Departments Affected:

Public Utilities Department, Finance Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City's NMED's CWSRF financing will not be structured in the most advantageous way for the City. Without this amendment, the entire amount of one hundred and fifty-one million dollar ($151,000,000) loan could be attributed to each of the three utility systems. This lack of specificity could affect utility revenue bond ratings and the capacity of each system to take on new debt in the future.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This proposed legislation is an amendment to Ordinance 2024-6. As required by NMAC Rule 20.7.6.15, a related Resolution, Resolution 2024-30 designated signatories on the loan agreement and promissory note for certain water, wastewater and environmental services projects.

Performance and Administrative Implications:
As required by NMAC Rule 20.7.6.15, loan agreements and promissory notes must be finalized and signed after this Ordinance is adopted and finalized.

Fiscal Implications:
The CWSRF loan is a unique opportunity to borrow funding that is necessary to update aging infrastructure at a very low interest rate. The 0.01% interest rate, and all other material terms of the combined $151,000,000 loan offered by NMED will apply to each separate loan for Wastewater, Water and Environmental Services. Loan principal repayment will begin after completed projects are put in service. For the Wastewater system, principal payments of $100,000 per year are expected to begin in FY28, with principal increasing to approximately $4M dollars per year in FY30. For the Water system, principal payments of approximately $566,000 per year are expected to begin in FY28. For the Environmental Services system, principal payments of approximately $666,000 per year are expected to begin in FY28. Loan principal and interest are expected to be repaid from the Water Management Fund cash balance, Wastewater Management Fund cash balance, and Environmental Services Fund cash balance, respectively.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits	$	$	$				
Operating- Interest Expense	$	$	$				$
Operating- Interest Expense	$	$	$				$
Operating- Interest Expense	$	$	$				$
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE

Memorandum

Date: February 19, 2025

To: Governing Body, Finance Committee

From: Alexis Lotero , Assistant Finance Director

Via: Emily Oster, Finance Director EKO

RE: Amending Section 11-2.1 To Establish "Special Appropriations", Budgeted for Up to Three Years

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EXECUTIVE SUMMARY:
The proposed amendment will separate the budgets for operational expenses from those for non-recurring expenses, such as capital outlay, grants, and other one-time funding. It would also allow for up to three-year appropriations for the non-recurring projects. Multi-year budgeting allows for strategic investment in projects that yield long-term benefits. Spreading the non-recurring expenditures over several years allows governments to focus on sustainable investments such as infrastructure improvements, technology upgrades, and workforce development initiatives.

Operationally, multi-year budgeting is more efficient for projects that are limited in scope but require more than one fiscal year to complete. This amendment eliminates the need for staff to prepare and receive approval for budget adjustments to "carry" one-time funding or grants into the subsequent fiscal year. The funding is intended to be appropriated for the duration of the project, even as it is limited to three years. The funding may be reauthorized beyond the three-year period with Governing Body approval.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-7

INTRODUCED BY:

Mayor Alan Webber

underscored material = new [~~bracketed material~~] = delete

A BILL REGARDING ANNUAL BUDGETS INCLUDING MULTI-YEAR APPROPRIATIONS; AMENDING SECTION 11-2.1 TO CONFORM WITH THE CITY'S CHARTER; ESTABLISH MULTI-YEAR APPROPRIATIONS FOR CAPITAL OUTLAY, GRANT-FUNDED PROJECTS, AND "SPECIAL APPROPRIATIONS"; AND, EFFECTIVE DECEMBER 31, 2025, AMENDING SECTION 11-2.4 TO SUNSET THE FINANCE DIRECTOR'S BUDGET AMENDMENT AUTHORITY TO CARRY-OVER CERTAIN UNEXPENDED APPROPRIATIONS INTO THE NEXT FISCAL YEAR.

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

Section 1. Section 11-2.1 of SFCC 1987 (being Ord. No. 2008-20, § 1, as amended) is amended to read:

11-2.1 Appropriation.

Upon preparation and submission of an annual budget by the mayor [~~city manager~~], the governing body shall adopt the [~~next fiscal year's~~] budget by resolution that includes an operating budget and multi-year appropriations.

A. The final operating budget [~~document~~] shall include summaries of the following:

[~~A.~~] 1. Anticipated revenues by fund;

[~~B.~~] 2. Planned expenditures by fund, department, and category;

[~~C.~~] 3. Planned cash transfers between funds;

[~~D.~~] 4. Estimated beginning and ending cash balances;

[~~E.~~] 5. Costs for personnel salaries and benefits by fund and department;

[~~F.~~] 6. General obligation and revenue bonded debt service; and

7. [~~The annual budget includes all l~~]Line-item detailed reports for all funds and detailed personnel schedules, which must be prepared and be available upon request.

B. The following components may be included in a multi-year section of the budget:

[~~G.~~] 1. Schedules of lease purchase agreements; [~~and~~]

2. C[~~c~~]apital outlay appropriations authorized for up to three years;

3. Grant appropriations authorized for up to the term of the relevant grant;

4. "Special" appropriations, which are limited-duration, non-capital appropriations, authorized for up to three years; and

5. Reauthorizations of multi-year appropriations unexpended during the initial appropriation term and deemed necessary.

6. Deauthorizations of prior-year(s), unexpended, multi-year appropriations.

Section 2. Section 11-2.2 through 11-2.5 of SFCC 1987 (being Ord. No. 2008-20, § 1; SFCC 1981, § 9-3-3; SFCC 1981, § 9-3-4; No. Ord. #2001-37, § 1; and No. Ord. #2003-27, § 1, as amended, respectively) is included for reference without amendments:

11-2.2 Limitation on amount appropriated.

The total amount appropriated by the governing body in any particular fiscal year shall not exceed the probable amount of available money at the beginning of the year plus anticipated

revenue during the fiscal year.

11-2.3 State approval required.

The governing body shall submit its adopted budget to the local government division of the department of finance and administration for review, amendment, if required, and approval. Upon receipt of the approved budget the governing body shall cause such budget to be made a part of the minutes of the governing body.

11-2.4 Annual Audit.

A. The finance director shall complete an annual comprehensive financial report including all city funds. The finance director shall also ensure an annual audit is contracted with the state auditor or an independent auditing firm in accordance with generally accepted auditing standards, state statutes, and other written state auditor's office policies and procedures.

B. A copy of the annual comprehensive financial report shall be distributed to all members of the governing body when released by the state auditor. The auditors completing the audit shall present a summary of the audit report to the finance committee.

C. The city manager shall direct department directors to resolve the findings included in the audit report, and report to the finance committee within ninety (90) days of the presentation of the audit report. Findings not resolved shall be brought back to the finance committee every ninety (90) days until resolutions are final.

11-2.5 Review of fees and charges.

Prior to the mayor's [~~city manager's~~] recommendation of the annual budget to the governing body, the city manager shall direct all departments to review all fees and charges assessed by that department.

Section 3. Section 11-4 of SFCC 1987 (being Ord. No. 2020-33, § 2, as amended) is

amended to read:

11-4 BUDGET ADJUSTMENTS.

When budget adjustments are needed during the fiscal year, the following procedures shall apply:

A. The finance director has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget up to and including five thousand dollars ($5,000.00).

B. The city manager has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget up to and including sixty thousand dollars ($60,000.00).

C. The governing body shall approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget that are over sixty thousand dollars ($60,000.00).

D. Budget adjustments approved by the finance director, city manager, and the governing body shall be included by fund in a quarterly budget resolution approved by the governing body.

E. Budget adjustment requests will conform to the rules and regulations adopted by the local government division of the department of finance and administration.

F. For budgets associated with grants and grant agreements, the following shall apply:

(1) The finance director may approve grant applications, grant awards, grant match requirements, and agreements up to and including five thousand dollars ($5,000.00).

(2) The city manager may approve grant applications, grant awards, grant match requirements, and grant agreements up to and including sixty thousand

dollars ($60,000.00), or in any amount if the deadline to approve grant applications, grant awards, grant match requirements, or grant agreements occurs before the deadline to include the application or award on the agenda for the governing body's next regularly scheduled meeting, in which case the application or award shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

(3) The city manager may approve budget revenue and related expenditure/expense increases exceeding sixty thousand dollars ($60,000.00) (including budget adjustments or decreases, as applicable), for grants provided that all of the following conditions are met:

(a) The governing body has already approved the grant application including the recommended match (if applicable), unless the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting, in which case the agreement shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted; and

(b) The final grant award does not significantly differ from the grant application in the amount, match, requirements, or other requirements on the part of the city; and

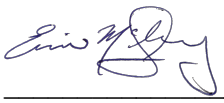
(4) Any city department receiving a grant shall submit a copy of the final award agreement and documentation for the grant to the finance department for financial tracking, reporting and auditing purposes.

G. Until December 31, 2025, or until the city implements software appropriate for accounting for multi-year appropriations for grants and capital projects, whichever is later, [~~U~~]unspent amounts

from multi-year grants and capital projects that the governing body approved in the prior fiscal year may be appropriated in the following fiscal year if the department administering the grant or capital project requests, and the finance director approves, such an appropriation. The appropriation shall be the entire remaining balance and it shall be budgeted for the same purpose and project that were approved by the governing body during the prior fiscal year. The finance department shall include such amounts in a quarterly budget resolution for review and approval of the governing body.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/Multi-year Budgeting for Capital and Special Appropriations

FIR No. 10660.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Multi-Year Special Appropriations

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Alexis Lotero **Date:** 2/21/2025 **Phone:** (505) 955-6137

Reviewed by City Attorney: _____ **Date:** Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 21, 2025

Summary: This Bill would separate appropriations for operational expenses from those for non-recurring expenses, such as capital outlay, grants, and other one-time funding. It will also sunset the Finance Director's authority to carry-over budgeted funds for capital projects and funds derived from grants for an unlimited number of years.

Departments Affected: All departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not establish multi-year appropriations for "special appropriations", capital outlay, and grant-funded projects. Additionally, the Finance Director's budget authority to carry over certain unexpended appropriations into the next fiscal year would remain in place rather than sunsetting.

Conflict, Duplication, Companionship, or Relationship to Other Legislation: This bill relates to all the City's annual budget resolutions and quarterly budget adjustment resolutions.

Performance and Administrative Implications:
Separating appropriations for non-recurring funding from operating appropriations enhances financial stability by enabling policymakers to strategically allocate temporary resources without creating ongoing financial obligations. By planning appropriations over multiple years, governments can ensure that one-time funds contribute to long-term priorities rather than short-term gaps.

Fiscal Implications: The Bill does not have a fiscal impact but will impact budgeting to allow more accurate operating budgets and more realistic budgeting of multi-year projects.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: aclotero@santafenm.gov

Robert D. Coombe

[redacted] Santa Fe, NM 87501
[redacted]

Education
Denver Public Schools
B.A., Chemistry, Williams College, 1970
Ph.D., Chemistry, University of California, Berkeley, 1973

Experience
2014-present: Retired in Santa Fe, NM
- Chancellor Emeritus, University of Denver
- Board of Directors, Mesa Verde Foundation, 2022-present
- Board of Directors, Los Alamos National Laboratory Foundation, 2017-2023
  - Executive Committee, 2019-2023
- Board of Directors, Denver Scholarship Foundation, 2014-2022
- Water Conservation Committee, City of Santa Fe, 2016-2022
- Tutor (mathematics), Santa Fe High School, 2016-2017
- Cellist, Santa Fe Community Orchestra, 2015-2017; Galisteo String Quartet, 2017-2021; Atalaya String Quartet, 2022-present

University of Denver, 1981-2014
- Chancellor, 2005-2014
- Provost, 2001-2005
- Dean, Natural Sciences, Mathematics, and Engineering, 1995-2001
- Chair, Department of Chemistry and Biochemistry, 1988-1995
- Coordinator of Academic Research, 1989-1991
- Assistant Dean and Acting Dean, Graduate Studies, 1985-1987
- Faculty Member, Department of Chemistry and Biochemistry, 1981-2014: Professor, 1989-2014, Associate Professor, 1985-1989, Assistant Professor, 1981-1985

Science Center, Rockwell International, Thousand Oaks, California
- Member of the Technical Staff, 1974-1981
- Group Leader, 1979-81

University of Toronto, Toronto, Ontario, Canada
- Postdoctoral Research Associate, 1973-1974

Students, Teaching, Scholarship and Research

In my years as an active faculty member at the University of Denver I taught undergraduate and graduate courses in physical chemistry and its sub-disciplines, as well as science courses for

non-science students. In addition, I mentored students in my research laboratory including 14 undergraduate honors students, 12 graduate students (Masters or Ph.D. candidates), and 7 post-doctoral research associates. I was active in research in physical chemistry from my undergraduate years at Williams College through my appointment as Chancellor of the University of Denver in 2005. My work during this time was focused on the molecular dynamics of small, energetic, inorganic molecules. I am the author or co-author of 66 research publications in peer reviewed journals and books, and I hold two U.S. patents.

University Leadership

Apart from teaching and research as a faculty member at the University of Denver I spent many years in leadership positions there, with my last nine years as Chancellor of the University. As Chancellor I had overall responsibility for 12,500 students, more than 2300 FTE employees, and the financial wellbeing of the University. Apart from operational leadership I had responsibility for the development of the University's long term academic and fiscal strategy and its relationships with many external constituencies. I also led our efforts in fundraising, including an eight-year long capital campaign. During my nine years as Chancellor we raised more than $500 million, funds used to significantly advance the mission of the University.

Boards and Memberships (prior to 2014)

Rocky Mountain Regional Advisory Board, Institute for International Education, 2006-2012
Board of Trustees, Colorado Symphony Orchestra, 2008-2012
Board of Directors, Denver Metro Chamber of Commerce, 2011-2014
Board of Directors, National Association of Independent Colleges and Universities, 2011-2014
Chair, Committee on Student Aid, 2013-2014
Advisory Board, Denver Schools of Science and Technology, 2011 – 2014
Member, American Council on Education Commission on International Initiatives, 2007-2010
Member, Higher Education Working Group, Council on Foreign Relations, 2009 - 2014
Member, Colorado Concern, 2008-2014
Member, Colorado Forum, 2009-2014
Member, Rotary Club of Denver, 2006-2014
Member, Denver Education Compact, 2012-2014

Personal

My wife (Julanna Gilbert) and I retired from our positions at the University of Denver in 2014, having both grown up in Denver and having spent most of our lives there. We fell in love with New Mexico years ago, though, and bought our home here in Santa Fe in 2011 knowing that retirement would come someday. We are both avid musicians (Julanna plays the violin and I the cello) and have played with the Community Orchestra and with two string quartets here in Santa Fe. After many years in academia teaching is still in our blood, and we've volunteered as math tutors at Santa Fe High School. We love the history and culture of the Southwest and are both outdoor people, enjoying hiking and camping in northern New Mexico and the simple joys of living in Santa Fe with our dogs Gracie and Milo.

Curriculum Vitae for Lori Rochelle

Lori Rochelle

[redacted]

Santa Fe, NM 87507

EDUCATION

1989 PhD, Toxicology
Oregon State University
Corvallis, OR, USA

1981 BS, Biology
University of North Carolina at Chapel Hill
Chapel Hill, NC, USA

PROFESSIONAL EXPERIENCE

Dec 2021 to Nov 2024 Principal Medical Writer, Strategic Alliance Medical Writing
Syneos Health, Clinical Division
Home Based – NM, USA

Served as project lead/manager for writing projects including clinical study reports. Led teams that included clinical research physicians, statisticians, and regulatory experts.

May 2013 to Dec 2021 Senior Medical Writer, Strategic Alliance Medical Writing
Syneos Health, Clinical Division
Home Based – NC and NM, USA

Jul 2011 to May 2013 Medical Writer II, Strategic Alliance Medical Writing
Syneos Health, Clinical Division
Home Based – NC, USA

Mar 2011 to Jul 2011 Freelance Medical Writer
Self-employed
Durham, NC, USA

- Developed medical simulations and other continuing medical education materials for continuing medical education.
- Helped to create and served as principal writer for the Multiple Sclerosis Specialist certification exam guide book for CMSC (a professional consortium).

Jun 2010 to Mar 2011 Medical Writer
TCL Institute, LLC
Cary, NC, USA

- Prepared and created comprehensive continuing medical education online and live program materials for key expert neurologists to present for topics of cervical dystonia, blepharospasm, multiple sclerosis, and Parkinson's disease.

- Creation of programs required staying up-to-date with current congresses and international meetings.
- Wrote grant materials (needs assessments) on a variety of topics.

Sep 2009 to Jun 2010 — Contract Medical Editor
I3 Statprobe
Durham, NC, USA

May 2009 to Sep 2009 and Dec 2005 to Sep 2007 — Freelance Medical Writer
Self-employed
Durham, NC, USA

- Developed contracts and performed contract writing

Sep 2007 to Apr 2009 — Medical Writer II
Kendle International
Durham, NC, USA

1989 to 2005 — Various postdoctoral positions at Dartmouth, NC State, and UNC – Chapel Hill doing bench research.

PUBLICATIONS/PRESENTATIONS

Kreda, S.M., Mall, M., Mengos, A., **Rochelle, L.**, Yankaskas J., Riordan, J.R, Boucher, R.C. Characterization of wild-type and deltaF508 cystic fibrosis transmembrane regulator in human respiratory epithelia. Mol Biol Cell. 2005 May;16(5):2154-67. Epub 2005 Feb 16.

Chan, L.N., Tsang, L.L., Rowlands, D.K., **Rochelle, L.G**., Boucher, R.C., Liu, C.Q., and Chan, H.C. (2002). Distribution and regulation of ENaC subunit and CFTR mRNA expression in murine female reproductive tract. J. Membrane Biol. 185:165-176.

Lazarowski, E.R. **Rochelle, L.G**., O'Neal, W.K., Ribiero, C.M.P., Grubb, B.R., Zhang, V., Harden, T.K., Boucher, R.C. (2001). Cloning and functional characterization of two murine uridine nucleotide receptors reveal a potential target for correcting ion transport deficiency in cystic fibrosis gallbladder. J. Pharm. Exp. Ther. 297(1):43-49

Rochelle, L.G., Li, D.C., Ye, H., Talbot, C.R., and Boucher, R. C. (2000) Distribution of ion transport mRNAs throughout murine nose and lung. Am. J. Physiol. 279:L14-L24.

Fischer, B. M., **Rochelle, L.G.**, Voynow, J.A., Akley, N.J., and Adler, K.B. (1999). Tumor necrosis factor alpha stimulates mucin secretion and cyclic GMP production by guinea pig tracheal epithelial cells in vitro. Am. J. Resp. Cell Mol. Biol. 20:413-422.

Rochelle, L.G., Fischer, B.M., and Adler, K.B. (1998). Concurrent production of reactive oxygen and nitrogen species by airway epithelial cells in vitro. Free Rad. Biol. Med. 24:863-868.

Kruszyna, H., Magyar, J.S., **Rochelle, L.G**., Russell, M.A., Smith, R.P. and Wilcox, D.E. (1998). Spectroscopic studies of nitric oxide (NO) interactions with cobalamins: reaction of NO with superoxocobalamin(III) likely accounts for cobalamin reversal of the biological effects of NO. J. Pharm. Exp. Ther. 285:665-671.

Martin, L.D., Krunkosky, T.M., Dye, J.A., Fischer, B.M., Jiang, N.F., **Rochelle, L.G**., Akley, N.J., Dreher, K.L., and Adler, K.B. (1997). The role of reactive oxygen and nitrogen species in the response of airway epithelium to particulates. Environ. Health Perspectives. 105(supplement 5):1301-1307.

Martin, L.D., **Rochelle, L.G.**, Fischer, B.M., Krunkosky, T.M., and Adler, K.B. (1997). Airway epithelium as an effector of inflammation: molecular regulation of secondary mediators. Eur. Resp. J. 10:2139-2146.

Rochelle, L.G., Fischer, B.M., Krunkosky, T.M., Wright, D.T. and Adler, K.B. (1996). Environmental toxins induce intracellular responses of airway epithelium through reactive species of oxygen and nitrogen. Chest Supplement109:35S-39S.

Wright, D.T., Fischer, B.M., Li, C., **Rochelle, L.G.**, Akley, N.J., and Adler, K.B. (1996). Oxidant stress stimulates mucin secretion and PLC in airway epithelium via a nitric oxide-dependent mechanism. Am. J. Physiol. 271:L854-L861.

Rochelle, L.G., Kruszyna, H., and Smith, R.P. (1996). Electron paramagnetic detection of nitric oxide in biological samples. Methods in Neurosciences 31:3-13.

Rochelle, L.G., Morana, S.J., Kruszyna, H., Russell, M.A., Wilcox, D.E., and Smith, R.P. (1995). Interactions between hydroxocobalamin and nitric oxide (NO): evidence for a redox reaction between NO and reduced cobalamin and reversible binding to oxidized cobalamin. J. Pharm. Exp. Ther. 275:48-52.

Rochelle, L.G., Kruszyna, H., Kruszyna, R., Barchowsky, A.B., Wilcox, D.E., and Smith, R.P. (1994) Activation of nitroprusside by porcine endothelial cells. Tox. Appl. Pharm. 128:123-128.

Wang, Y., **Rochelle, L.G**., Kruszyna, H., Kruszyna, R., Smith, R.P., and Wilcox, D.E. (1994). An impurity present in some samples of SIN-1 oxidizes it to nitric oxide in anaerobic solutions. Toxicology 88:165-176.

Rochelle, L.G. and Curtis, L.R. (1994). Distribution of chlordecone to liver plasma membranes and recovery from hepatobiliary dysfunction in rats. Toxicology 86:123-134.

Ava M. Salman

[redacted]

Santa Fe, New Mexico

January 28, 2025

Dear Counselor Jamie Cassett and Director Johanna Nelson,

I am writing about the opening on the Economic Development Advisory Committee. I am city of Santa Fe resident for over four decades. In those years, I raised a family, worked in the public sector (2 years running the lab at the Wastewater Treatment plant on Airport Road) and many years running several horticultural companies in town. In the horticultural field, I developed a well-known environmentally conscious plant brand that created a new way of gardening in the Western US. I also built and managed the marketing and operations of the e-commerce business for New Mexico Magazine within the Tourism Department. My expertise with running private local and national businesses and also working for the public has given me a unique insight into Economic Development in the City Different.

I recently sold my company and am now retired; I would like to serve my community now that I have the time. I would greatly appreciate the opportunity to discuss what I have to offer. Thank you for reviewing my resume.

Sincerely,

Ava M. Salman

Ava M. Salman

[redacted]

PROFESSIONAL EXPERIENCE

WATERWISE GARDENING, LLC

Marketing and E-Commerce Manager, 2015-2023

Specialized in business growth through customer outreach.

- Developed retail division for WATERWISE Gardening, LLC using a custom-designed Website, Email, Social Media, and Print marketing. Planning and marketing endeavors increased sales by 270% year over year.
- Created online selling portal and systems in under 2 weeks and developed systems to pivot business during Covid-19.
- Facilitating new Product Marketing of Bouteloua gracilis 'Blonde Ambition' PP#22,048, one of the top-selling ornamental grass varieties.
- Responsible for hiring, training, and retail team management.
- Create and manage e-mail and social media marketing that currently drives all retail sales.

NEW MEXICO MAGAZINE

E-commerce Manager, January 2012-October 2015

Responsible for all aspects of the Direct to Consumer Online Gift Shop for the award-winning New Mexico Magazine. Including product development, purchasing, operations, and financial accountability.

- Online Store Branding - Identified the need, implemented, and created a branded online store for New Mexico Magazine increasing online sales three-fold.
- Product Development - With a state-wide search and relationship building, I identified new product line categories including Home Goods, Food Products, Native American Folk Art, Jewelry, and more. Many items were designed and branded exclusively to New Mexico Magazine.
- Purchasing and Sales - Using online analytics and square inch analysis, purchasing was in line with customer demand to meet and exceed sales projections.
- Pagination and Print- Paginated, designed, and printed a full spread each month and a 16-page Holiday Gift Guide in November and December.
- Operations and Inventory management - Implemented automated systems to track inventory, reduced backorders, and improved the overall customer experience.
- E-Mail and Social Media - Leveraged subscriber consumer contact information resulting in immediate sales increase.

Ava M. Salman

[redacted]

[redacted]

HIGH COUNTRY GARDENS/SANTA FE GREENHOUSES, INC.

Marketing and Operations Director June 1996-November 2012

Responsible multi-channel marketing and operations for a large B-C horticultural company. Directly responsible for e-commerce, e-mail marketing, social media, system software development and profitability.

- Website Development - Directed the development of three large ecommerce sites, leading designers, programmers, and administration teams.
- E-Mail Marketing - Responsible for the messaging, design and distribution of millions of emails. Managed list segmentation and analyzed mailing results.
- Marketing, Social Media and PR - Successful PR campaigns were developed to reinforce our brand promise of new and exciting plants for waterwise gardens, and introduce award winning new products. The buzz dovetailed with our social media and other marketing opportunities.
- Catalogue Creation and Circulation - Utilizing cutting edge design, copy, merchandising and branding techniques circulation grew to over 1M catalogs per year.
- Shipping and Fulfillment Quality and Cost Oversight - Developed the standard for quality shipping in the mail order plant business. Using integrated shipping systems, we delivered on our branded promise of *order now and plant this weekend*.

EDUCATION

COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO

- Graduated December 1979 Bachelor of Science.
- President of the internationally known CSU Frisbee Team.



MARC MCCONNELL

Small Business Owner

CONTACT

Marc A. McConnell

[redacted]

FRIDAY, MARCH 21, 2025

City of Santa Fe

The Bicycle and Trail Advisory Committee

Romella Glorioso-Moss

Projects Administrator

Rsglorioso-moss@santafenm.gov

505-955-5623

ROMELLA,

I'm writing to express my interest in the Bicycle and Trail Advisory Committee position for District 4.

I am well qualified to assist the City of Santa Fe with its mission to continuously improve cycling corridors both on streets and trails. Improving cycling corridors makes the city safer for Motorists and Cyclists alike. People cycle for many reasons, including commuting, shopping, health, exercise, training, and pleasure. Safety while cycling is paramount.

My Qualifications for the Advisory Position Include:

- I have a Bachelor of Science degree in Construction Engineering Management from Oregon State University. I have actively worked in the infrastructure industry, primarily for heavy civil construction contractors for over 26 years principally in Bridge, Rail, and Highway Projects in the United States and abroad.
- I have been an active cyclist since 2011 and have logged at least 50,000 miles of combined on and off-road experience.
- I have been hit twice, which prompted me to research the most common ways cyclists and motorists end up in accidents.
- Part of my cycling experience has been bike packing races across the United States. I have participated and completed the Trans Am in 2018 and the Bike Non-Stop in 2022. The year I rode the Trans Am two riders were hit in Kansas which elevated my awareness and concern for bicycle safety when road cycling.
- During the Bike Non-Stop race event I worked to raise money for the Community Cycling Center in Portland Oregon. An amazing organization doing great work in the Portland community via education, repair, salvage and recycling. Making cycling accessible to all community members regardless of income, education, or background.
- In addition to my bike-packing races I have ridden many routes from the website bikepacking.com including: The New Mexico Off Road Runner, The Zero Three – 2500 Miles around South Island of New Zealand, The Dolomites in Northern Italy, Portions of the Tour

Divide, Cross Washington, 3,500 self-supported miles through Spain, Portugal, England, Belgium, Netherlands, and Scotland.

- My experience while cycling in the Netherlands gave me a new perspective on what is possible for bicycle commuting, Cycling is in the culture completely and the infrastructure is astounding. Much of the cycle network is cycle separated paths that creates safety for motorists and cyclists alike.

- Member of the Adventure Cycling Association and Warm Showers

- I have two adult children living in Los Alamos. I mention this as I am committed to remaining in New Mexico to enjoy time with family and look forward to getting involved in the Santa Fe and greater New Mexico communities.

Education is key. No matter how great the infrastructure created is, motorists and cyclists must respect one another. Often there is a lack of understanding that leads to conflict and accidents. I am committed to the work required to bring change for the betterment of the entire community of cyclists and motorists alike.

I look forward to having an opportunity to be considered for this important position. Infrastructure is important to the safety of people as we move about as cyclists, pedestrians, and motorists. We are all each of these people at different moments. I believe strongly in creating safe spaces for all to enjoy the community in which we live. Mutual respect is critical.

Best Regards,

Marc Allen McConnell

Digitally signed by Marc Allen McConnell
DN: C=US, E=marc@heavy-civil-solutions.com, O=Heavy Civil Solutions LLC, OU=Heavy Civil Solutoins LLC, CN=Marc Allen McConnell
Location: Santa Fe, NM
Reason: I have reviewed this document
Contact Info: 541-953-4790
Date: 2025.03.26 10:00:12-06'00'

Marc McConnell

HELEN WANG

[redacted]

ABOUT ME

I work as a software product manager by day developing product and marketing strategy, and in my free time apply these same skills to give back to the community through volunteering and learning. I hope to join the BPAC to make Santa Fe an even better city for all.

WORK EXPERIENCE

USER INTERVIEWS Ames, IA (Remote)
Product Manager *2023 – 2024*
- Set product strategy, define features, and oversee implementation on a squad of engineers, a designer, and data scientist
- Lead go-to-market efforts quarterly for new product launches, coordinating across marketing, sales, and customer success

WORKIVA Ames, IA (Remote)
MBA Product Management Intern - Public Sector *2023 – 2024*
- Interfaced between sales, customer success, and 3 engineering teams to discover, size, and prioritize two critical security features
- Conducted interviews with key public sector customers to identify core workflow needs in Audit platform and presented to SVP+
- Won Workiva Q3 MVP Award for proactive cross-functional collaboration and tenacity. Sole MBA intern awardee

ARXIV.ORG AT CORNELL TECH New York, NY
Technical Product Manager *2021 –2022*
- Managed development of automated spam detection with researcher, ops, UX, and policy teams to preserve platform integrity
- Created first product and strategy roadmap, enabling greater engineering focus and the most successful year of funding to date

CONSERVATION SCIENCE PARTNERS Truckee, CA
Product Manager *2020 –2021*
- Led buildout and development of Analytics Lab, CSP's venture to bring AI and technology to conservation science. Modeled growth, created product roadmaps, and secured $2M in contracts in two months, ensuring profitability within 12M of launch

YELP San Francisco, CA
Manager, Engagement, Diversity & Belonging *2019 –2020*
- Partnered with C-suite to lead global COVID-19 office shutdown, enabling 60% of company to work remotely for the first time
- Managed 35% workforce reduction during 2020 downturn, from financial modeling to health policies to writing CEO comms
- Designed, implemented, dashboarded, and evaluated interview processes with VPs, increasing hiring pipeline diversity 30% y/y

Senior Business Operations and Strategy Analyst *2017 –2019*
- Redefined Yelp's listing and content moderation strategy working with Product, Eng, and Legal, yielding savings of $1M/year
- Produced platform-wide monthly ad statistics, revenue, and retention reporting for C-Suite, covering 90% ($942MM) of revenue

MCKINSEY & COMPANY Redwood City, CA
Business Analyst *2015 –2017*
- Worked on strategy and M&A integration engagements for tech companies ranging from startups to F500 firms

VOLUNTEER AND COMMUNITY EXPERIENCE

SANTA FE STRIDERS Santa Fe, NM
Board Member *2023 – Present*
- Wrote our successful application to become a Road Runners Club of America Runner-Friendly City. Regularly plan and run races

SANTA FE WATERSHED ASSOCIATION Santa Fe, NM
New Mexico Climate Masters Candidate *2024 – Present*
- Completed coursework covering energy and climate resiliency in NM. Presenting organizations included the City of Santa Fe Environmental Services Division and the MPO among dozens of others

ABOUT-FACE Santa Fe, NM
President of the Board of Directors *2018 – 2021*
- Worked alongside ED of a teen girl empowerment nonprofit to lead board meetings and speak regularly at fundraisers

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS Chicago, IL
Master of Business Administration *June 2021 – December 2023*
- Concentrations: Strategy, Entrepreneurship, Economics, and Marketing; Dean's List; GPA: 3.9
- Activities: 2023 Turner MIINT Impact Investing Fellow and Global Finalist, Booth Product Management Club, Built@Booth

YALE UNIVERSITY New Haven, CT
Bachelor of Arts with Honors, English Literature *August 2010 – December 2014*

February 24, 2025

The Honorable Alan Webber
Mayor of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mayor Webber,

I am writing to express my strong interest in serving on the Santa Fe Planning Commission. My extensive career in public service spans more than two decades with both the State of California and the State of Washington, providing me with valuable experience that would benefit Santa Fe's planning initiatives.

During my tenure with the California Judicial Branch, I served as a Project Manager responsible for implementing complex projects relating to the access and preservation of court records. This role required careful planning, stakeholder coordination, and developing solutions that balanced public accessibility with preservation requirements. Additionally, as a Management Analyst for the State of California, I evaluated and recommended legislation that directly impacted the Court's mission to provide fair and equal access to justice for all citizens.

While working for the State of Washington, I administered policies and programs affecting youth and families in King County, overseeing the state's largest field office. This position required extensive collaboration with local government entities, community organizations, and citizens to ensure effective service delivery and resource allocation for vulnerable populations.

More recently, my work with Presbyterian Medical Services has provided me with invaluable insights into the diverse needs of communities throughout New Mexico. Through this experience with the healthcare nonprofit, I have gained a comprehensive understanding of the unique challenges and opportunities that exist across our state. This perspective has enhanced my ability to identify solutions that could address Santa Fe's specific needs while drawing upon lessons learned in other New Mexican communities. My experience with PMS has particularly highlighted the importance of accessible community services and the direct correlation between infrastructure planning and public health outcomes.

These professional experiences have provided me with a deep understanding of how policy decisions and infrastructure planning directly impact citizens' daily lives. I am particularly interested in applying this knowledge to help Santa Fe develop more walkable communities where residents can easily access commercial services, entertainment, and family-oriented facilities without relying exclusively on personal vehicles.

Our city faces several key infrastructure challenges that I would be eager to help address as a Planning Commissioner. I believe we must prioritize public transit improvements to enhance mobility for all residents while reducing traffic congestion and environmental impact. Additionally, thoughtful planning can create neighborhoods where essential services and community amenities are within walking distance, fostering stronger community connections.

My government experience would be particularly valuable in:

- Developing implementation strategies for infrastructure improvements that balance community needs with available resources
- Analyzing the potential impact of proposed developments on neighborhood accessibility and livability
- Recommending policy approaches that enhance public service accessibility while preserving Santa Fe's unique character and heritage
- Facilitating effective collaboration between government agencies, community stakeholders, and developers

I would welcome the opportunity to discuss how my public sector experience and vision could contribute to the Planning Commission's important work. Thank you for considering my application.

Sincerely,

Scott Barber
[redacted]
[redacted]

SCOTT BARBER

[redacted]

Professional Summary

- Administrative leader with extensive experience in organizational planning, policy development, and cross-departmental project management
- Demonstrated expertise in implementing strategic workflows, creating administrative frameworks, and developing comprehensive policies and procedures
- Skilled in delegating tasks to diverse teams while maintaining accountability through structured oversight and performance evaluation
- Recognized with multiple awards for innovative administrative solutions, policy enhancements, and organizational improvements

Professional Experience

Network Engineer

Presbyterian Medical Services | 2022-Present

- **Infrastructure Planning**: Develop and implement comprehensive network architecture plans to support organizational objectives and ensure system reliability
- **Policy Development**: Create and maintain network security policies, access control protocols, and disaster recovery procedures
- **Resource Administration**: Manage hardware inventory, software licensing, and technology budget allocations according to organizational needs
- **Project Management**: Lead cross-departmental technology initiatives, delegating specialized tasks to appropriate team members while maintaining overall project accountability
- **Documentation Standards**: Establish and enforce standardized documentation practices for network configurations, change management, and troubleshooting procedures

Office Manager

State of Washington, Department of Children, Youth, and Families | January 2018-April 2021

- **Administrative Leadership**: Supervised diverse administrative teams providing statewide logistical support, delegating responsibilities based on skill sets and workload requirements
- **Budget Planning & Oversight**: Managed implementation and administration of $5 million regional annual budget, developing allocation plans and monitoring expenditures
- **Policy Development**: Participated in Process Improvement Teams to evaluate and develop agency policies and operating procedures, implementing systematic changes across departments

- **Staff Management**: Delegated responsibilities and conducted routine coaching sessions with direct reports to maintain consistent performance and reinforce mission expectations
- **Records Administration**: Served as department records management officer, developing and implementing policies for records classification, retention, and disposition
- **Resource Planning**: Administered office supply acquisitions, mobile device inventory, and concrete goods distribution according to departmental needs
- **Fleet Administration**: Established and oversaw maintenance policies for field office vehicle fleet, ensuring year-round operability and safety compliance
- **Systems Implementation**: Developed and executed calendaring solution to reduce scheduling conflicts by 100%, creating new administrative protocols for resource management
- **Interdepartmental Coordination**: Collaborated with multiple units and agencies across various disciplines to achieve a 50% increase in timely delivery of mission-critical casework
- **Facilities Management**: Coordinated office space planning, equipment maintenance, and safety protocol development for co-located State agencies

Management Analyst

Los Angeles Superior Court | 2005-January 2016

- **Policy Development**: Co-authored Local and State policies, developing comprehensive frameworks for court operations and procedures
- **Legislative Analysis**: Analyzed proposed State legislation, preparing policy impact reports and recommendations for Executive Management Group
- **Administrative Modernization**: Developed and implemented electronic filing policies and procedures, reducing storage requirements by 90% and saving $500,000 annually
- **Workflow Design**: Created policies and administrative structures for cross-departmental collaboration, reducing clerical errors by 80%
- **Procedural Documentation**: Defined and wrote formal policies, procedures, and system instructions for software applications, establishing standardized administrative practices
- **Staff Administration**: Supervised over 1200 professional staff members, delegating responsibilities and establishing accountability frameworks
- **Training Administration**: Planned and executed training programs for 1,800 employees throughout Los Angeles County, developing diverse educational frameworks
- **Committee Leadership**: Led national committee to promote equal access policies for minorities, increasing juror pool by 35% nationally

Program Analyst

Los Angeles County Superior Court | 2000-2005

- **Procedural Development**: Designed and implemented new administrative procedures based on productivity and process analysis
- **Budget Planning**: Reviewed annual budget allocation and recommended comprehensive fiscal plans to management

- **Project Administration**: Conducted research, selection, and cost-benefit analysis of potential projects, developing implementation frameworks

Staff Assistant

Los Angeles Superior Court | 1997-2000

- **Team Management**: Supervised office of 16 employees, delegating tasks and responsibilities according to operational needs
- **Performance Administration**: Developed and conducted annual performance evaluation protocols for all staff
- **Reporting Systems**: Created and implemented frameworks for weekly and quarterly productivity reports for management

Awards Received

- Los Angeles County Productivity and Quality Award for Enhanced Commission
- National Association of Counties Award for Innovative Program
- Superior Court of Los Angeles Creative Use of Resources Award
- Los Angeles County Productivity and Quality Award
- National Association of Counties Award for Achievement
- Superior Court of Los Angeles Enhanced Public Service Award

Education

California State University Long Beach

Bachelor of Arts, Organizational Psychology

City of Santa Fe, New Mexico
Memorandum

Date: March 17, 2025

To: Mayor Alan Webber and Governing Body

Via: Johanna Nelson, Economic Development, Director JN

From: Casey Dalbor, Economic Development, Business Growth Manager CJD

RE: **New Appointments and Renewals of Santa Fe Film and Digital Media Council Members**

ITEM & ISSUE

Reappointments

The Santa Fe Film and Digital Media Council has Five (5) Members reapplying to remain on the Council, each for another 2-year term. All are outstanding Industry leaders residing in Santa Fe. Each brings expertise from a distinct field, spanning film production, digital storytelling, emerging technologies, and creative entrepreneurship. Their continued leadership will help drive industry growth, support local talent, and further establish Santa Fe as a premier hub for film and digital media innovation.

- Dezbaa
- Jaydin Martinez
- Mark Glaser
- Siena Bergt
- Tara Tovarek

New Appointments

The Santa Fe Film and Digital Media Council welcomes five (5) new Members each joining the Council for a 2-year term and replacing existing members. All are talented industry professionals residing in Santa Fe, bringing fresh energy, innovation, and diverse expertise to the Council. Their unique perspectives and skills will help shape the future of the industry, foster new opportunities, and further enhance Santa Fe's reputation as a dynamic center for film and digital media.

- Barbara Bentree
- James Chressanthis
- Liesette Bailey
- Tailia Pura
- Max WaluKas

City of Santa Fe, New Mexico
Memorandum

ACTION REQUESTED:

Staff recommends approval of all appointments, recognizing the valuable contributions of both reapplying and new members. Their expertise, leadership, and commitment to the industry will help drive the continued growth and success of Santa Fe's film and digital media sector.

BACKGROUND AND SUMMARY:

The Santa Fe Film and Digital Media Council was established in 2016 by Resolution 2016-7 to support economic development and job creation in the film and digital media sectors. By fostering industry growth, the Council aims to strengthen the local economy through several key initiatives. These include attracting more productions to Santa Fe and Northern New Mexico, supporting the development of locally produced content, and expanding training, apprenticeship, and internship opportunities for industry professionals. Additionally, increased production activity boosts spending at local businesses while diversifying the industry by promoting digital application development, gaming, post-production, and other complementary sectors. Through these efforts, the Council plays a vital role in positioning Santa Fe as a thriving hub for film and digital media.

ATTACHMENTS:

- Reappointment Resumes
- New Appointment Applications

DEZBAA'

[redacted]

WORK EXPERIENCE

Adobe Town Productions, LLC., Santa Fe, NM **March 2018—Present**

Guest Lecturer

Deliver keynote speeches, presentations, demonstrations, to various audiences from K-12; college level; community in-person and virtual events on the film industry, writing, holistic living, indigenous wisdom and healing generational trauma through story telling.

Owner/Filmmaker

Create and set up video and lighting for self-tape auditions for other actors; short films and develop screenplays

PROJECT	ROLE	NOTES
Stall	Writer / Director	A micro short film developed in conjunction with the NYU-Tisch Directing Intensive Workshop
US Eagle Commercial	Costume Designer	30 & 45 second regional promotional ad aired across all platforms; hired by First Eye Films.
Nike N7 promo ad	Stylist Assistant	As part of Native American Heritage month this spot featured US Womens Soccer player, Madison Hammond; hired by ICNCLST.
Frybread Face & Me	Costume Supervisor	Feature film executive produced by Taika Waititi
Wish	Producer, Director, Videographer, Editor	Official Selection of the LA Skins Film Festival
Kobu Unchained	Co-Producer	Garnered a $20k donation for the Española Humane Society.
Die In Demonstration: Day of Action Against Domestic Violence	Videographer, Editor, Voice Talent	Filmed for Healing Voices produced by JoAnne Tucker.
A Growing Field: Reflections of Budding STEM Mentors	Videographer, Editor	Produced by the Northern New Mexico STEM Mentor Collective for the National Science Foundation Mentorship Program *Transforming the Educational Landscape.*

New Mexico Theatre, TV & Film Industry, Santa Fe & Albuquerque, NM **June 2016—Present**

SAG-AFTRA Union Actor/Model

Northern New Mexico College, Española, NM **January 2023—July 2023**

Director of Tribal Relations

Maintained and built relationships with Tribal Nations. Developed and collaborated with other NNMC organizations on cultural events for the college and greater Española Valley community.

Adjunct Faculty August 2022—May 2023

Instructed Screenwriting for TV and Indigenous Cinema

FDMA Guest Lecturer Present 2022

Virtual lectures presented to Film Digital Media Arts students on real world experience, filmmaking, including: producing, screenwriting, and cinematography.

Videographer/TriCaster Operator

Live stream broadcasts, documentary interviews, help maintain and prep production gear

Canal Seis Host/Reporter February 2017—April 2019
Interviewer & reporter, including interviewing Governor Michelle Lujan-Grisham for Northern Gala Banquet 2017

College Radio Ad Voice Talent November 2017
Created radio ads on all local broadcast stations

Northern Foundation Gala Office Specialist October 2017
Organized, coordinated, and supported annual gala Foundation event activities,

AMC Network **July 2022—October 2022**
Staff Writer – Dark Winds Season 2
Creating and developing new story lines based on Tony Hillerman's Navajo crime series.

Loretto Spa, Santa Fe, NM **June 2021—July 2022**
Massage Therapist

Santa Fe Oxygen & Healing Bar, Santa Fe, NM **Sept 2018—Sept 2019**
Healer
Providing massage, energy healing work, and oxygen therapy treatments to tourists & locals

Arya Productions, LLC, Albuquerque, NM **August 10 – 11, 2019**
1st Assistant Camera
Dismissed; Thanks, Doc (post-production); Weed (post-production)

Side Hustle Studios, LLC, Albuquerque, NM **June 25, 2018**
Camera Operator Assistant
Assisted in camera operation for Southwest Creations Collaborative Promotional video

Navajo Nation Minerals Department, Window Rock, AZ **March 2015—April 2016**
Associate Geologist
Liaison between division departments for project planning and integrated management plans.
Outreach education presenter

EDUCATION

Institute of American Indian Arts, Santa Fe, NM
Master of Fine Arts, Creative Writing – Creative Non-fiction (second genre, completed) **May 2021**
Screenwriting (first genre, completed) **May 2020**

Amherst College, Amherst, MA **March 2010**
Bachelor of the Arts, Geology

Northern New Mexico College, Española, NM **July 2002**
Certificate of Massage Therapy with honors

SKILLS & INTERESTS

Practical knowledge of Spanish, French, German. Learning beginning Navajo, Navajo weaving, and Navajo moccasin making. Photography: digital, black & white development; Painting: oil, watercolor; Gardening; Montessori Early Childhood Education; Microsoft Word Suite; Google Docs; Working knowledge of social media applications, Html, advanced office software and Mac OS; PlanGrid application; ArcGIS; Camera Operation, Videography, Film Editing-Lightworks, Adobe Premiere; Film Production, Self-Tape production; Screenwriting; Zoom hosting; Canva.com

Jaydin Martinez

ACTOR / DIRECTOR / PRODUCER

[redacted]

EXPERIENCE

McCormick	Director
Rust documentary (Rory Kennedy)	Producers Assistant
Cocinero (Elsa Lopez)	Videographer
Powwow Etiquette Commercial NM Tourism Department	Director
Pilgrimage Chimayo, documentary (Edward Radtke)	Producer
Pinon Awards (Hank Rogerson)	Videographer
Oppenheimer (Chrisipher Nolan)	Background
Remember (Jessica Sanders)	Production Assistant
PNM Lineman, documentary (Jacob Jones)	Videographer
NDI Promotion (Hank Rogerson)	Videographer / Producer

BBC, documentary (Coleman Domingo)	Producers Assistant

AFFILIATIONS

Littleglobe inc., Media Artist	2019-Present
University of New Mexico, Film Bachelors	2019-2024
Rockledge Studios, Consultant	2018-2021
La Posada, In room Dining	2018-2023
Happy J Studios	2015-Present
Leadership Program, Mentor	2015-2019
Film Prize Jr, Mentor	2023-2024

SPECIAL SKILLS

Works well with others

Fast learner

Problem solver

Positive mental attitude

Communication Skills

Artistic Talent and Creativity

littleglobe

art . community . social change

January 20th, 2022

Dear NextGenIn Selection Committee,

As Co-Director and Director of Education at Littleglobe, I wholeheartedly support and recommend Jaydin Martinez for consideration for this opportunity. I have known Jaydin for three years and I am consistently impressed with not only his capabilities as a filmmaker and media producer, but with his seemingly ceaseless enthusiasm for his work as a Littleglobe team member. Jaydin first started working with us as a high school senior, and we immediately saw him as a potential asset to our organization because of his willingness and eagerness to learn. He joined our team as a junior filmmaker, helping out on film projects as needed, and as we started our Littleglobe TV project, he became an integral member of our team. He contributes content and ideas to each episode, but also has helped to develop our technological capacities in terms of creating a web-based tv show. He helps set up our production studio, and has made it possible for us to reach thousands of audience members when we stream our episodes. This has been invaluable to us as an organization.

Jaydin is a remarkable young man. He continually contributes humorous and poignant stories to Littleglobe TV. He has invited other young people to participate in our episodes, and he is always eager to help us with anything we ask him to do, all while being a full-time film student at UNM. He often would put in full work days with us, go home and take a final exam, and then come back to continue helping us. He is dedicated, reliable, and most importantly, a personable, warm and compassionate young man. We are lucky to have Jaydin as part of our team.

Please feel free to contact me with any questions at 505-699-6995 or at katy@littleglobe.org.

Warmly,
Katy Gross
Co-Director, Education Director

Littleglobe, Inc PO Box 24213, Santa Fe, NM 87502
(505) 980-6218 www.littleglobe.org

To Whom it may Concern,

Jaydin Martinez has been an employee of La Posada de Santa Fe for 11 months. In the time that he has been here he has consistently shown himself to be reliable, dependable and hard-working.

Jaydin is mature and focused on his job, and he is a fast learner. Whenever he is asked to do anything outside of his normal work responsibilities, he takes the task on quickly and willingly and completes it correctly.

In addition to being an excellent employee Jaydin is also exceptionally polite, respectful and considerate of his fellow workers. He is always pleasant to work with – if he has ever had a bad day here he hasn't let it show.

Jaydin will be a definite asset to any employer lucky enough to hire him!

Sincerely,

Dave Parker
Food & Beverage Director
La Posada de Santa Fe

SANTA FE HIGH SCHOOL

2100 Yucca Road
Santa Fe, NM 87505
Phone 505.467.2400

May 13, 2019

To Student Mentor: Mr. Jaydin Martinez

It is my pleasure and honor to acknowledge Mr. Jaydin Martinez for being part of the Santa Fe High School *"Senior to Freshman Mentoring Program."* This program is the first of its kind that takes a Senior role model student that has demonstrated resiliency through their high school career, and directly links them up with one or two struggling freshmen or sophomores for support and school assistance all year long.

The homework help, student counseling, and mentoring consisted of this Senior working with his underclassmen counterpart (mentee) at various times throughout the school week for an entire school year. The program was deemed a success as his mentees that was identified at risk for poor grades and attendance was able to make positive growth in these failing areas this schoolyear. We are confident that the relationship had a positive affect for everyone and hope the relationship will continue after this student leaves high school.

The administrative, counseling and attendance teams are very appreciative for all of the hard work and time you invested in helping out your fellow student mentees this year. We hope that you also made a friend for life and will continue to serve others in your near future.

Thank you,

Carl Marano

Mr. Carl Marano – SFHS Directing Principal

Michael T. Granado

Mr. Michael Granado – SFHS Associate Principal – Sponsor

Mark Glaser

Digital media expert

Mark Glaser
[redacted]

Skills

Business development, communications, engagement, management, editorial, convening diverse stakeholders, host, moderator, bold thinker & doer.

Experience

New Mexico Local News Fund / Director of Business and Program Development
2020 - present

Develop and run Local News Accelerator program supporting newsrooms around the state, with a focus on improving their businesses. Also support the Local News Fund with fundraising and policy work.

Dot Connector Studio / Associate
2018 - present

Work as a media consultant on various projects, including communications, digital business, strategy for Knight Foundation, Democracy Fund, Kiplinger and more. Includes producing the bi-weekly News @ Knight newsletter about local news.

MediaShift / Founder & Executive Director
2005-2018

Founded and created media business covering the intersection of media and technology, eventually expanded into four online magazines: **MediaShift**, **Idea Lab**, **EducationShift** and **MetricShift**. Initially funded by PBS, later a recipient of a six-year grant from the Knight Foundation and expanded with various paid sponsorships. Sites brought in 120,000+ unique visitors per month, with $300,000+ in annual revenues, and 500,000+ social media followers. Accomplishments:

- Spearheaded event productions, including **Collab/Space** workshops; weekend hackathons including the **Journalism School Hackathon and Women's Hackathons**; and **Platforms + Publishers Private Roundtable** events at Bloomberg, Facebook and Google.
- Raised money from foundation grants and sponsorships in excess of **$1.5 million**.
- Produced and hosted weekly **MediaShift Podcast**.

Inkshares / Advisor, Communications

2014

Advised early stage startup that helps crowdfund books and long-form journalism. Helped connect startup to up-and-coming journalists, and pitched stories to major publications.

Online Journalism Review / Columnist

2001-2005

Wrote regular reported column on topics of digital media such as interviews with Arianna Huffington and Matt Drudge, and the fate of jailed bloggers in Iran.

Education

University of Missouri / Bachelor of Journalism, Bachelor of Arts in English

Columbia, Mo.

Magazine journalism focus; worked at Columbia Missourian newspaper and KCOU radio station.

Awards

Innovation Journalism Award from Stanford University in 2010 for PBS MediaShift.

Award for Media Grok: **1999 Bronze Medal** for Original Online News Section or Newsletter, American Society of Business Press Editors.

Awards for 3-Minute Roast: **1998 Best of the Bay**: SF Bay Guardian & SF Weekly.



SIENA SOFIA BERGT

PRODUCTION & DEVELOPMENT PROFESSIONAL

CONTACT

[redacted]

Santa Fe, New Mexico

EDUCATION

Columbia University in the City of New York

B.A. Film Studies

Magna Cum Laude, Dean's List, Departmental Honors

SKILLS

Screenwriting+Editing

Budget/Schedule Design+Management

Project Management+Direction

Fundraising

AVID+Adobe Suite Post-Production

AWARDS & PUBLICATIONS

"Frances Negron-Muntaner: Inside the Laboratory", in *Films For the Feminist Classroom*, 2020

Santa Fe Independent Film Festival, Directorial debut screened to sold-out audience in the Narrative Feature competition, 2019

Andrew Sarris Memorial Award in Film Criticism, awarded by Columbia University, 2018

"Colored Perspectives: Shading WWII Onscreen", in *Academic Commons, 2018*

Cited in *Intimations: The Cinema of Wojciech Has*, by Annette Insdorf, 2017

ABOUT ME

Driven New Mexico film professional with on-the-ground experience in all areas of the filmmaking process, from coordinating pre-production to promoting the finished product. Passionate about artistic collaboration, and devoted to uplifting New Mexican stories. First student of Columbia University's undergraduate film program to have successfully produced a feature before graduating.

EXPERIENCE

Blue Prose Productions

Director and Owner, 2016-Present

Duties include: producing; screenwriting, budget creation; fundraising and attaching financiers; managing insurance and contracts; scheduling and directing shoots; and spearheading promotional campaigns. Two NM features produced to date.

Highgarden Entertainment

Marketing Coordinator, 2023-Present

Duties include: managing social media and creatively contributing to promotion strategies for GRRM's Jean Cocteau Cinema, Beastly Books, and Milk of the Poppy Bar.

Santa Fe Reporter

Calendar Editor, 2022-2023

Duties included: curating and editing weekly calendar, interviewing arts and culture subjects, writing articles about NM film industry, maintaining online events database.

International Folk Art Market

Special Gifts Manager, 2022

Duties included: cultivating and stewarding major donors for budget of $1-1.5 million, soliciting sponsorships, writing grant applications, creating promotional videos.

Advancement Coordinator, 2021-2022

Duties included: coordinating fundraisers, spearheading database conversion, reporting on donation revenue and moves management, and prospect analysis.

Performance Santa Fe

Production and Development Coordinator, 2019-2020

Duties included: reviewing contracts, hiring freelance labor, overseeing productions, tracking budgets, and identifying donor prospects.

Meow Wolf

Development Assistant, 2018-2019

Duties included: pitch preparation, writers' room contribution, talent scouting, content and IP organization, lookbook creation, copyediting, and research.

SELECTED PROJECTS

Radon's Daughters, Director, Screenwriter, Lead Producer, 2025

Splice & Splatter Horror Film History Podcast, Cohost, 2023-present

OPIA, Director, Screenwriter, Lead Producer, 2020

Telluride Film Festival, Shorts and Features Screening Committees, 2017-2021

A White Horse for Batavia, Co-Writer and Researcher, 2017-2018

Webster Hall Documentary Series (details not yet public), Co-Writer, 2017

Mentorship with director and AMPAS, DGA member Theodore J. Flicker, 2012-2014

TARA TOVAREK

Producer, Line Producer

[redacted]

Tara Tovarek works with top directors and producers including Rian Johnson, Spike Lee, Walter Hill, Robert Lorenz, John R. Leonetti, and Joe Carnahan.

Previously as Supervising Line Producer at VICE, Tovarek oversaw all commercial & branded content production, live events, and both domestic & international crews.

Tara Tovarek is repped by UTA.

Producer
BLUE PROSE (2024)
Feature Film: *"Radon's Daughtes"*
Director: *Siena Bergt*

Producer / Line Producer
BROKEN EAR PRODUCTIONS (2023)
Feature Film: *"Killer Kafé"*
Director: *Keith Jardine*
Starring: *Brendan Fehr, Majandra Delfino*

UPM
PEACOCK (2023)
TV series: *"Poker Face"*
Director: *Rian Johnson*
Starring: *Natasha Lyonne, Benjamin Bratt*

UPM
HBOMAX (2022)
TV Pilot: *"Wild Life"*
Director: *Rachel Ramist*

Line Producer / UPM
PARAMOUNT PICTURES (2022)
Feature Film: *"Snag"*
Director: *Ben Milliken*

Line Producer / UPM
MYRIAD PICTURES (2021)
Feature Film: *"Dead for a Dollar"*
Director: *Walter Hill*
Starring: *Christoph Waltz, Willem Dafoe, Rachel Brosnahan*

Production Supervisor
SLEEP TIGHT PRODUCTIONS (2020)
Feature Film: *"Lullaby"*
Director: *John R. Leonetti*

Production Supervisor
SCULPTOR MEDIA (2020)
Feature Film: *"Copshop"*
Director: *Joe Carnahan*
Starring: *Gerard Butler, Frank Grillo*

UPM
NETFLIX (2019)
Feature Film: *"Deadly Illusions"*
Director: *Anna Elizabeth James*
Starring: *Kristen Davis, Shanola Hampton, Dermot Mulroney*

Production Supervisor
SCULPTOR MEDIA (2019)
Feature Film: *"The Marksman"*
Director: *Robert Lorenz*
Starring: *Liam Neeson*

UPM
PATRIOT PICTURES (2018)
Feature Film: *"Running with the Devil"*
Director: *Jason Cabell*
Starring: *Nic Cage, Laurence Fishburne, Barry Pepper*

Production Supervisor
FOCUS FEATURES (2017)
Feature Film: *"BlackkKlansman"*
Director: *Spike Lee*

Line Producer
DICTIONARY FILMS (2017)
Agency: *Havas*

Line Producer / UPM
LENARAY FILMS (2017)
Sundance Film Submission: *"DAWN"*
Director: *Jörn Threlfall*

Production Supervisor
BROAD GREEN PICTURES (2016 - 2017)
Feature film: *"JUST GETTING STARTED"*
Director: *Ron Shelton*
Starring: *Morgan Freeman, Tommy Lee Jones, Renee Russo, Joey Pantoliano*

UPM
AMAZON ORIGINALS (2015)
Series: *"THE NEW YORKER PRESENTS"*
Directors: *Various*

Supervising Line Producer
VICE MEDIA (2014-2016)
All Branded Content and All Live Events
Directors: *Various*

UPM
HISTORY CHANNEL (2014)
Miniseries: *"AMERICAN GENIUS"*
Directors: *Various*

UPM
NAT GEO CHANNEL (2014)
Television series: *"DR. OAKLEY: YUKON VET"*
Directors: *Various*

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

***INSTRUCTIONS**: Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

***Please note that this application is a public record subject to disclosure.** This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Bentree	Barbara
Last Name	*First Name*

Santa Fe Film and Digital Media Council — *District 2*

Name of Board, Committee, or Commission to Which You are Applying for Membership — *District You Live In*

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? **Yes**

None. My time is very flexible right now.

Please list any time restrictions

What are your principal areas of interest in City Government?

Santa Fe Film Commission

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I have produced four documentary films, 2 of which are currently streaming internationally. I have won 23 Filmmaking Awards at 35 Film Festivals I am a previous Board Member for New Mexico Women In Film. I am an Award-Winning Musician both here in New Mexico and previously in Los Angeles. I currently have 3 major Narrative Film projects in development.

Please list community organizations to which you belong:

I have been in heavy film production over the past 8 years involving a lot of travel for production and promotion of my films so I have not been able to make any commitments to organizations for awhile. As I mentioned above, previously I was a Board Member for NM Women In Film, I was the Head of the Vocal Department at NDI, and I recently was a part of the ad hoc group to address "The UnHoused" in Santa Fe. Ready to do more and that's why I'm applying for this position.

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Barbara Bentree — *Applicant's Signature*

4/29/2024 — *Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Bentree	Barbara	
Last Name	*First Name*	
Santa Fe Film and Digital Media Council		*District 2*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*
Yes, I am a resident of Santa Fe County.		
Resident of Santa Fe:		

[redacted]	[redacted]	[redacted]	[redacted]
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

***INSTRUCTIONS**: Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

***Please note that this application is a public record subject to disclosure.** This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Chressanthis, ASC, GSC	James	
Last Name	*First Name*	
Santa Fe Film and Digital Media Council		*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*

Industry Leaders, Film Crew

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

Day time meetings best
Please list any time restrictions

What are your principal areas of interest in City Government?
Supporting Film & Digital Production Supporting Film & Digital Education Supporting the Arts Community

List all City Boards, Commissions or Committees of which you are a current member.
Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☐_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

Veteran Hollywood Cinematographer and Director – 40 years experience on Oscar and Emmy winning projects. 3-Time Emmy Nominee. Cinema site: https://www.chressanthis.com/ I am also a practicing Mixed Media Artist - Art site: https://www.chressanthisart.com/

Please list community organizations to which you belong:

Directors Guild of America American Society of Cinematographers Greek Society of Cinematographers

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

James Chressanthis, ASC, GSC — *Applicant's Signature*

4/26/2024 — *Date*

CONTACT INFORMATION

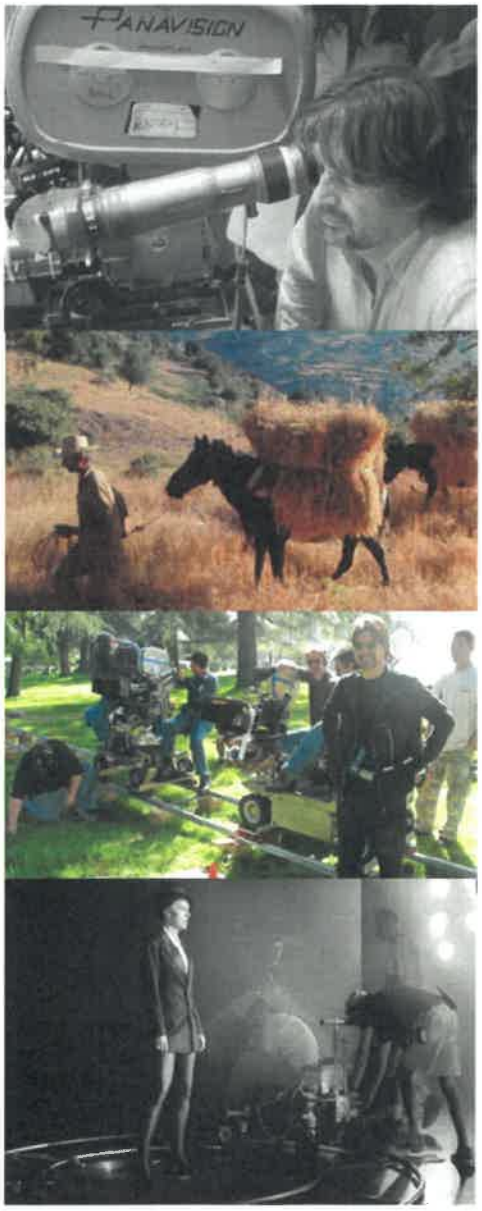
Note: Personal information may be withheld from public view as allowed by law.

Chressanthis, ASC, GSC	James
Last Name	*First Name*
Santa Fe Film and Digital Media Council	*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*
Yes, I am a resident of Santa Fe County.	
Resident of Santa Fe:	

[redacted]	[redacted]	[redacted]	[redacted]
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		

James Chressanthis, ASC, GSC

An artist, cinematographer and director whose work spans the worlds of feature films, television movies, music videos and documentaries as well as mixed media and photography. Chressanthis contributed significant photography to the Oscar® winning film *Chicago* and is a three-time Emmy® nominee. His dramatic television credits include *The Winchesters, Ghost Whisperer, American Horror Story - Freak Show* and Oprah Winfrey's *Greenleaf*.



He was cinematographer and collaborated with composer Mikis Theodorakis on the maestro's last project, the film and immersive performance of his ballet *Electra '21* directed by Asteris Koutoulas.

Chressanthis originally trained in engineering, sculpture, drawing and photography and while teaching sculpture shot his first professional film ***Remembrance of a Journey to the Village***, portraying the life of a rugged, isolated Greek mountain village from the end of winter to the summer wheat harvest.

He made his break-through lensing iconic music videos of the late 1980's and early 1990's including jazz artist ***Bobby McFerrin, NWA's "Straight Otta Compton"*** and numerous ***MC Hammer*** videos which led to a clip with the legendary ***James Brown*** and the Grammy® nominated ***"Smells Like Nirvana"*** for ***'Weird Al' Yankovic.*** He moved into narrative cinema and has been a cinematographer on over than twenty feature films and television movies and over two hundred hours of dramatic series and pilots for network and cable. He shot the pilot of ***Ghost Whisperer*** and was a cinematographer and a regular director for the series. Chressanthis has been nominated for a cinematography Emmy® twice: for the mini-series biography ***Life with Judy Garland: Me and My Shadows*** and ***Four Minutes***, about record-breaking distance runner Roger Bannister.

He produced, wrote and directed ***No Subtitles Necessary: Laszlo & Vilmos*** a feature documentary which premiered at the 2008 Cannes Film Festival, a worldwide, multiple festival award winner for which he received his third Emmy® nomination. Chressanthis filmed the Sundance premiere documentary ***Cesar's Last Fast*** (2014), the life story of civil rights and labor leader Cesar Chavez directed by Richard Ray Perez and another Cannes premiere (2016) documentary ***Close Encounters with Vilmos Zsigmond*** directed by Pierre Filmon.

continued

When not on film sets, Chressanthis works as a visual artist using traditional photography, drawing, painting and collage an ongoing interchange and cross fertilization of temporal film, digital and handmade media. He lives with his wife, artist Robin Becker, and continues producing mixed media and monotype editions at their home-studio complex in Santa Fe, New Mexico.



Art Exhibition & Film Highlights
The Winchesters – CW/Warner Bros pilot/series 2022
Electra '21 – Theodorakis Ballet, Berlin 2022
Roswell – CW/Warner Bros 2022
Kavala Photo Festival, Greece 2021
Greenleaf – Oprah Winfrey/Netflix 2018-2020
Leica Gallery Los Angeles – Fresh Focus 2018, 2017
Gone – NBC-Universal 2017
Cannes Film Festival 2016, 2008
Los Angeles Greek Film Festival 2016, 2010
Hellas Film Box Festival – Berlin 2016
The Family – ABC 2016
Alternative Los Angeles – Solo Exhibition 2015
Sundance Film Festival 2014
The Watsons Go To Birmingham 2013
The Client List – Lifetime 2011-2013
Midwestern State Univ – 2 Person Exhibition, 2011
Southern Illinois Univ – 2 Person Exhibition 2011
Academy of Motion Picture Arts & Sciences 2010
Ghost Whisperer – CBS pilot & series 2005-2010
Thessaloniki Int'l Documentary Festival 2009
Camerimage Cinematography Festival, Poland 2008
Santa Fe International Film Festival 2008
Arizona State University – Solo Exhibition 2007
Four Minutes – ABC/ESPN 2005
Howell Green Gallery – Solo Exhibition 2004
Chicago – 2002
Life with Judy Garland – ABC 2001

website: https://www.chressanthis.com/
agent: Artistry Agency - Los Angeles

member: American Society of Cinematographers
Greek Society of Cinematographers
Directors Guild of America
International Cinematographers Guild

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

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Bailey	Liesette
Last Name	*First Name*

Santa Fe Film and Digital Media Council — *District 3*

Name of Board, Committee, or Commission to Which You are Applying for Membership — *District You Live In*

Industry Leaders, Educational institutions with programs producing talent in the industry, Part of a non-profit working in the industry

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

No time restrictions

Please list any time restrictions

What are your principal areas of interest in City Government?

Film, education, economic development, and nonprofits

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I have specific experience with film festivals, film markets, film distribution, film education and non-profits. I have dedicated my time to the pursuit of enriching the film community in Santa Fe and the greater region by not only running the Santa Fe International Film Festival but also serving on the board of the non-profit the Santa Fe Film Institute that provides scholarships to film students and provides grants to filmmakers.

Please list community organizations to which you belong:

Santa Fe International Film Festival and Santa Fe Film Institute

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Liesette Bailey — *Applicant's Signature*

5/16/2024 — *Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Bailey	Liesette	
Last Name	*First Name*	
Santa Fe Film and Digital Media Council		*District 3*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*
Yes, I am a resident of Santa Fe County.		
Resident of Santa Fe:		

[redacted]	[redacted]	[redacted]	[redacted]
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		

Dear Madame Chair,

I am excited for the chance to be a part of the Santa Fe Film and Digital Media Council. As I have probably told you before, I was born at St. Vincent's Hospital and raised in Santa Fe. At 19 years old I was a founding member of the Santa Fe International Film Festival. After graduating Summa Cum Laude from UNM, I chose to dedicate the following years of my career serving as Festival Director beginning in 2011 and becoming Executive Director in 2019. I also serve as Vice-President of the nonprofit organization the Santa Fe Film Institute that will have granted over $50,000 to filmmakers and New Mexico students by August of 2024, are lines I am proud to have on my CV, however the work I am most passionate about is my relationships with filmmakers and artists and their connection to my hometown. To date I have helped to bring Oliver Stone, Sterlin Harjo, Gena Rowlands, Shirley MacClaine, Tantoo Cardinal, John Waters, John Sayles, and many others to the Lensic stage to celebrate film in Santa Fe. All of this is done with the belief that Santa Fe has always been a top destination for film, and the city where I was born has infinite potential for economic development, and a place on the national scene with both Hollywood and independent film at the core.

Sincerely,

Liesette Bailey



Liesette Bailey

[redacted]

Summary

Liesette was born and raised in Santa Fe and received her BA at University of New Mexico in 2012, Honors summa, summa cum laude in History. Liesette was the New Mexico Coordinator of Martin Luther King III's Realizing the Dream Poverty Initiative in America. She has worked for Recursos de Santa Fe, and Royal Roads Tours. In 2008 she directed the Southwest Literary Center's Women Writers' Conference, as well as working with the planning and development of the First Annual UNESCO International Conference on Creative Tourism. Liesette has been involved with the Santa Fe International Film Festival since its inception. Liesette lives in Santa Fe with her husband and two young children.

Experience

Santa Fe International Film Festival
14 years 9 months
Executive Director
January 2019 - Present (5 years 5 months)
Festival Director
November 2011 - January 2019 (7 years 3 months)
Youth Director
September 2009 - November 2011 (2 years 3 months)

Hutton Broadcasting
Producer Film Talk Weekly on KTRC
February 2021 - Present (3 years 4 months)

SANTA FE FILM INSTITUTE
Vice President
January 2013 - Present (11 years 5 months)
Santa Fe, New Mexico, United States

Jean Cocteau Cinema
Director of Marketing and Programmer
November 2016 - September 2018 (1 year 11 months)
Santa Fe, NM

Southwest Literary Center
Conference Director
March 2008 - September 2009 (1 year 7 months)

Martin Luther King III Realizing the Dream Initiative
New Mexico Coordinator
June 2007 - September 2009 (2 years 4 months)

Recursos de Santa Fe
Office Manager
May 2007 - September 2008 (1 year 5 months)

Education

The University of New Mexico
Bachelor of Arts (B.A.), American History (United States), New Mexico History · (2008 - 2012)

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Walukas	Max
Last Name	*First Name*
Santa Fe Film and Digital Media Council	*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*
Yes, I am a resident of Santa Fe County.	
Resident of Santa Fe:	

[redacted]

Max Walukas



Intellectually ambidextrous freelance producer with 10+ years experience bringing creative and commercial projects from ideation to delivery. Currently courting support for a groundbreaking art history documentary.

EXPERIENCE

Maxwell Lucas LLC — *Freelance Producer & Writer*

2012 - Present

Provide strategic & operational support to creative businesses of all sizes. Fluent in video, podcast & print journalism. Lead producer for PBS co-produced feature documentary in development. Past projects include an award-winning show on KSFR-FM and political events with 10K+ attendees.

Elmore Galleries — *Gallery Director*

2012 - Present

Direct operations and curatorial for fine art & antiques gallery. Cultivate enduring partnerships with artists, collectors and museum curators. Win publicity for publishing imprint and book launches. Oversee financials.

New Mexico Angels, Inc. — *Operations Director*

August 2021 - Nov 2022

Oversaw operations of NM's oldest and largest membership-based venture club with $6.5M in financing secured. Responsible for scaling membership, programming, deal flow, investment operations and multiple grants. Navigated changes in systems and staff through major strategic pivot.

SIPPIO — *Dev Project Manager*

October 2019 - August 2021

Managed complex software projects for a growing telecom startup with distributed teams working remotely in three countries. Oversaw project budgets over $500k. Translated stakeholder vision into actionable insights.

Meow Wolf — *Talent Manager*

Future Fantasy Delight, Carlos Medina, Obsidiopolis, Legit Concerns

March 2018 - September 2019

Established management services for 4 mid-career artists. Organized tours and appearances in 6 states. Oversaw media, venue, travel and schedules. Handled project budgets over $500k and processed contracts, invoices and reimbursements. Coordinated video production and earned media publicity.

EDUCATION

St. John's College, Santa Fe – *B.A. Liberal Arts*

2011 Graduation

Mastered an interdisciplinary Great Books curriculum examining primary sources in Philosophy, Language and the History of Math and Science. Defended senior thesis on Joyce's *Ulysses*. Internships at Santa Fe Institute and Santa Fe Reporter.

SKILLS

Leading collaborative teams

Producing and Promoting exhibitions, tours and speaking events

Producing and Editing video and audio content

Writing and Copy Editing for grammar and house style

Developing and Pitching projects for production

Research under deadline

Project Management

Booking and Calendar Management

Clear Written and Verbal Communication

Press Relations, Marketing and Fundraising

Collaboration with internal and external stakeholders

Contract Negotiation and **Intellectual Property**

Grant Management from proposal to deliverables

Board Governance

Finance and Accounting CORE Certificate, Harvard Business School Online

Certified Professional Scrum Master, Scrum.org

PERSONAL QUALITIES

Adaptable generalist

Empathetic listener

Introspective strategist

Skeptical problem solver

CITY OF SANTA FE

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Pura	Talia
Last Name	*First Name*

Santa Fe Film and Digital Media Council

Name of Board, Committee, or Commission to Which You are Applying for Membership

Santa Fe County

District You Live In

Industry Leaders, Part of a non-profit working in the industry

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

none

Please list any time restrictions

What are your principal areas of interest in City Government?

The Arts in general: Film and Theatre, specifically

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I am a busy professional in all of the areas of film and theatre, as an actor, director, choreographer, producer, writer, dramaturg, dancer and designer (costumes and sets).

Please list community organizations to which you belong:

I am the current president of the SAG-AFTRA local board (actors union for film). I am also the President of Theatre Santa Fe - the umbrella organization of all live-theatre producing companies in Santa Fe (28 of them), and the Ambassador for the DG (Dramatists Guild of America) for New Mexico.

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Talia Pura — *Applicant's Signature*

5/25/2024 — *Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Pura	Talia
Last Name	*First Name*
Santa Fe Film and Digital Media Council	*Santa Fe County*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*
Yes, I am a resident of Santa Fe County.	
Resident of Santa Fe:	

[redacted]

TALIA PURA

[redacted]

ARTISTIC EXPERIENCE

FILMMAKING (writer/director/producer)

Dad	2015 Screened: ACTRA MB Showcase
Can I Buy You a Drink?	2015 Screened: ACTRA MB Showcase 2015 Crocus Award
The Dancer	2015 Screened: ACTRA MB Showcase Distribution with The Winnipeg Film Group 2019 Screened: Santa Fe Film Festival 2020 Screened: Manhattan Rep Festival
LATE	2014 Screened: ACTRA MB Showcase 2014 Pink City International Short Film Festival, Jaipur, India
Violets are Blue	2013 Screened: ACTRA MB Showcase 2013 – licensing agreement, CBC T.V. Currently streaming in Canada, US & UK
Intel	2012 Screened: ACTRA MB Showcase 2012 – licensing agreement, CBC T.V. Currently streaming in Canada, US & UK
Aerial Artistry	2010 **CODE Commission -Vancouver Olympics** Screened at: 2010 Vancouver Olympic Games 2010 Bell Mobility 2010 Air Canada in-flight Entertainment 2010 UK Olympic promotion - public 2010 Gimli Film Festival 2011 NSI on-line Film Festival 2011 ACTRA MB Showcase 2012 Flin Flon Cultural Days 2012 Rag Pickers Film Festival
I Dream of You	2009 Screened: ACTRA MB Showcase 1012 Rag Pickers Film Festival
The Strawberry Confession	2008 Screened: ACTRA MB Showcase 2009 Manitoba Aboriginal Film Festival 2009 Winnipeg Fringe Film Festival 2010 NSI on-line Film Festival 2010 Gimli Film Festival 2011 Show me your Shorts - U of Calgary 2012 NSI 'Fearless Female Director' fest.

Collections		2007 Screened: ACTRA MB Showcase
Hearing Diversity	Co-director	2014 ACTRA diversity film challenge

PERFORMING

FILM and TELEVISION (selected credits)

Menorca	Supporting	Far Point Films/John Barnard
Vampire Season	Supporting	Independent / Paul Andrich
Christmas Heart	Co-star	Hallmark Productions / Gary Yates
American Girl: McKenna Shoots for the Stars	Supporting	Velma Productions / Vincent Marcello
Keyhole Project: The Hauntings	Lead	Web Series / Guy Maddin
Cashing In - Season Three	Guest-star	APTN / Norma Bailey
The Saddest Music in the World	Lead	TVA Films/IFC Films / GuyMaddin
Sombra Dolorosa (short)	Lead	Bravo! /Guy Maddin
Seven Times Lucky	Co-star	Odeon Films /Gary Yates
The Big White	Co-star	Capital Films /Mark Mylod
Elijah	Co-star	CTV / Paul Unwin
Hell on Heels	Co-star	CBS/Ed Gernon
Cashing In - Season Two	Guest-star	APTN / Norma Bailey
Tit for Tat	Lead	Independent / A. Froese
Dad (short)	Lead	Independent / Talia Pura
The Blessing (short)	Lead	Independent / Newman
Collections (short)	Lead	Independent / Talia Pura
What will the Neighbours Say? (short)	Lead	Independent / K. Thomson
Blow Me (short)	Lead	Independent/J. Barton
Porcelain Dreams (short)	Lead	Independent/M. Reisacher
Number One West (pilot)	Lead	Independent /Frank Adamson
The Strawberry Confession (short)	Lead	Independent / Talia Pura
I Dream of You (short)	Lead	Independent / Talia Pura
Long Lost Lovers (short)	Lead	Independent / Corey King
Family Portraits (short)	Supporting	Independent / Sean Simms
Lady of the House (short)	Lead	Independent / D. Ferland

RADIO DRAMA

The Highway is for Gamblers	Lead	CBC / Dan Woods
The Letter	Lead	CBC / Dan Woods
The Greening of Alison Warner	Supporting	CBC / Mary Fishmann

THEATRE (selected credits)

Metamorphosis	solo drama	Blue Raven Theatre
Marlene Dietrich	Marlene	Blue Raven Theatre
For Love of Mu$ic	Kitty	Labinger Productions
The Walls Have Ears	Tsurah	Labinger Productions
The Cradle Will Rock	Dauber	NM Actors Lab/R.Bennedetti
Demons of the Mind	Marie	Blue Raven Theatre
Perfect Love	Various	Blue Raven Theatre
The Passion of Ethel Rossenberg	Ethel	Blue Raven Theatre
Marley's Christmas Carol	The Bogle	Santa Fe Playhouse/Golding
All Too Human	Madame Salomé	Zibart Productions/T. Pura
Anna in the Tropics	Ofelia	Desert Rose Theatre/W. Jay
This I Have Believed	Dancer	WPIC, Cape Town, SA
		Manhattan Rep. Theatre
		Blue Raven Theatre
Rope	Mrs. Atwater	Wpg. Fringe/Thomas Toles
Shabbat	Shekinah	Wpg. Jewish Theatre/Martin
At a Snail's Pace	Maisy	Snowball Festival - NYC
Mary Rose	Mrs. Ottery/Amy	Wpg. Fringe/George Toles
Queen of my Heart	Mrs. P. Campbell	RMTC's ShawFest
Harriet Bosse	Harriet Bosse	RMTC's StrindbergFest
Mata Hari: Eroticism & Espionage	Mata Hari	Winnipeg Fringe Festival
Some Kind of Love Story	Angela	RMTC's MillerFest/C. Gray
Demons of the Mind	Marie	Winnipeg Fringe Festival
Metamorphosis	solo drama	Winnipeg Fringe Festival
A Midsummer Night's Dream	Puck	SIR/Arne McPherson
Surprise, Surprise	Laurette	RMTC's TremblayFest / J. Burleson
Cheap Goods	Various roles	Winnipeg Fringe Festival
The Sandbox	Grandma	RMTC's AlbeeFest / J. Burleson
Bette Davis Eyes	solo drama	Winnipeg Fringe Festival
Confessions of an Art School Model	solo drama	Winnipeg, Minnesota, NYC, Toronto Fringes
3 Portraits	Mary/Kathy/Linda	Independent/ Cairn Moore
Attractions & a Virgin	Various roles	Collective – Wpg. Fringe
Trip's Cinch	Val Greco	Wpg. Fringe/Jessica Burleson
Adam's Eves	Woman	P.T.A.M./ Helene Rouppe,
The Reunion	Mona	Dinner Theatre/F. Adamson
Romeo and Juliette	Juliette	Shakespeare in the Park / G. Shellenberg
As You Like It	Phoebe	Shakespeare in the Park / G. Schellenberg
A Midsummer Night's Dream	Moth	Manitoba Theatre Centre / A. Hasnain
The King and I	Topsy	Rainbow Stage / Burgess

AERIAL DANCE: SOLO Silks (selected performances)

Metamorphosis	Teatro Paraguas	2023
Metamorphosis	Theatre Walk, - Santa Fe	2022
Metamorphosis	Adobe Rose Theatre - Santa Fe	2018
Aerial Artistry	Meow Wolf - Santa Fe	2017
Aerial Artistry	CLC Convention - Montreal	2014
Aerial Artistry	Nuit Blanche, Le Cercle Moliere	2014
Reflections	Girls, Girls, Girls - Gas Station	2014
Tools of the Trade	Girls, Girls, Girls - Gas Station	2013
Aerial Artistry	Literary Festival - The Pas, MB.	2013
Aerial Artistry	Manitoba Cultural Days - The Forks	2012
Aerial Artistry	Manitoba Showcase - Concert Hall	2011
Aerial Artistry	Brandon Folk Festival	2011
Aerial Artistry	Portage District Arts Centre	2011
Aerial Artistry - video	CODE – Vancouver Olympics	2010
Ether 1	Girls, Girls, Girls - Gas Station	2010
Black Water	Girls, Girls, Girls, Gas Station	2009
Demons of the Mind	Winnipeg Fringe Festival	2009
Midsummer Night's Dream Puck	Shakespeare in the Ruins	2007
Metamorphosis	Winnipeg Fringe Festival	2007
Dangerous One	Alan Levandoski Concert	2007
Ether 1	WSO – New Music Festival	2007
Sweet Sixteen	CancerCare Gala	2007
Flying	Shakespeare in the Ruins - gala	2007

MODERN DANCE (selected performances)

This I Have Believed	Solo	WPIC, Cape Town, S.A.
Der Holzweg	Duet/ Jason Hillyard	Choreographed by Brent Lott
Art Opening	Solo	<SITE> Gallery
Ancient Voices	Solo	Concert by Holly Harris
On New Ground	Solo	Groundswell
Nativity	Duet/Brent Lott	DeFehr Foundation Event
Song of the Earth	Solo	William Pura's Sonic Circuits
People of Spirit	Solo	Wind and Fire Conference
Cheryl's Song	Solo	P.D.S. Fund Raiser
Behind the Mask	Solo	Winnipeg Fringe Festival
On the Margins	Solo	CAPPE National Conference

COSTUME DESIGN

For Love of Mu$ic	Labinger Productions
The Melodrama	Santa Fe Playhouse
The Walls Have Ears	Labinger Productions – Santa Fe

Seascape	New Mexico Actors Lab – Santa Fe
The Time of Your Life	New Mexico Actors Lab – Santa Fe
The Cradle Will Rock	New Mexico Actors Lab – Santa Fe
The Crucible	Ironweed Productions – Santa Fe
The Glass Menagerie	New Mexico Actors Lab – Santa Fe
Quality of Life	New Mexico Actors Lab – Santa Fe
Perfect Love	Blue Raven Theatre – Santa Fe
Time Stands Still	Adobe Rose Theatre – Santa Fe
Moonlight and Magnolias	Adobe Rose Theatre - Santa Fe
Bus Stop	Adobe Rose Theatre - Santa Fe
Pigeons	Benchwarmers Festival - Santa Fe
All Too Human	Zibart Productions - Santa Fe
This I Have Believed	WPIC – Cape Town, S.A.
Queen of My Heart	MTC's ShawFest / Theatre on TAP
Mata Hari: Eroticism & Espionage	Wpg. Fringe Festival / Theatre on TAP
Demons of the Mind	Wpg. Fringe Festival / Theatre on TAP
Metamorphosis	Wpg. Fringe Festival / Theatre on TAP
Surprise, Surprise	MTC's TremblayFest / Theatre on TAP
The Sandbox	MTC's AlbeeFest / Theatre on TAP
Confessions of an Art School Model	NYC. T.O, Minnesota & Wpg. Fringe /
Bette Davis Eyes	Wpg. Fringe Festival / Theatre on TAP
CHEAP GOODS	Wpg. Fringe Festival / Theatre on TAP
3 Portraits	Venue XIII / Theatre on TAP
Romeo and Juliette	River East Collegiate, Winnipeg, CN
A Midsummer Night's Dream	River East Collegiate, Winnipeg, CN
And the Beat Goes On	River East Collegiate, Winnipeg, CN
Macbeth	River East Collegiate, Winnipeg, CN
The Wiz	River East Collegiate, Winnipeg, CN
Dracula	Kildonan East Collegiate, Winnipeg, CN
A Lamp, A Rose and a Kiss	Kildonan East Collegiate, Winnipeg, CN

WRITING

PLAYS: Productions, Publications and Readings

Marlene Dietrich	2023 Theatre Santa Fe: Theatre Walk
Fishing at Dusk	2023 New Plays: Playhouse - Santa Fe
Perfect Imperfections	2022 Theatre Santa Fe: Theatre Walk
Meet The Authors	2020 Teatro Paraguas - zoom reading
	2018 Bench Warmers Festival – Santa Fe
	2019 Theatre Santa Fe fundraiser
Perfect Love	2019 Blue Raven Theatre – Santa Fe
No Promises	2017 Footlights – Dramatists Guild series
	2022 Fusion Theatre, ALBQ - SEVEN
A Friend for Life	**2016 Published with Playwrights Canada Press: Anthology – Long Story Short**

Emily	2016 commission with 'The UnSlut Project'
	2018 Women's Voices Theatre Festival
Amazonia	2016 for International Theatre Institute
On Point	2016 Windsor, Ontario
Allein in Einer Grossen Stadt	2016 for 365 Women's Playwriting Project
Lovers of the Enlightenment: Emilie & Voltaire	2015 MA Thesis, U of Manitoba
This I Have Believed	2015 WPIC, Cape Town, S.A.
Perfect Love	2019 Blue Raven Theatre – Santa Fe
Perfect Love - readings	2013 Canada Council reading – Winnipeg
	2013 Minneapolis Playwrights Centre
	2013 Sarasvati's FemFest
	2014 Wine & Words Festival
	2014 MB Theatre Projects
	2014 Royal Manitoba Theatre Centre
	2014 Theatre by the River
	2015 MAP: MB Association of Playwrights
Cry After Midnight - readings	**2014 published by the University of Michigan - Mennonite Writings**
	2019 Fearless Female Voices – Santa Fe
	2013 Canadian War Museum - Ottawa
	2012 WPIC – Stockholm, Sweden
	2012 Sarasvati's FemFest
	2012 MAP: MB Association of Playwrights
	2012 PGC: Playwrights Guild of CN, AGM
	2012 CN Women 4 Women in Afghanistan
Cry After Midnight (monologue)	2012 Produced by Sarasvati - Monologues
Queen of my Heart	2012 Equity Co-op - RMTC's ShawFest
Ten O'clock - readings	2011 Sarasvati's FemFest
	2012 PAL Studio Theatre – Vancouver
Ten O'clock	2016 Benchwarmers Festival - Santa Fe
The Bride (monologue)	2011 Theatre by the River Reading
Harriet Bosse	2011 Equity Co-op - MTC's StrindbergFest
Emilie & Voltaire	2010 Carol Shields Festival of New Work
Mata Hari: Eroticism & Espionage	2009 Equity Co-op
	Winnipeg Fringe Festival
Demons of the Mind	2008 Equity Co-op
	Winnipeg Fringe Festival
	2nd place–BottleTree Playwriting
Contest	
Metamorphosis	2007 Equity Co-op
	Winnipeg Fringe Festival
The Ostrich Club	2007 produced by Dial M for Murder
Mother Of Mine	2006 – MAP reading, Playwright Colony
Strawberry Monologue	**2005 published in *Monologues for Women, by Women*, edited by Tori Haring –Smith. Published by Heinemann. USA**

	2006 produced by Sarasvati Productions
	2000 produced by Venus dot com
	Winnipeg Fringe Festival
	2011 Mennonite Writers' Reading
CHEAP GOODS: an auction adventure	2004 Equity Co-op
	Winnipeg Fringe Festival
	2007 excerpt published in
	Manitoba Writers' Guild anthology
Bette Davis Eyes	2002 Equity Co-op
	Winnipeg Fringe Festival
Confessions of an Art School Model	2001 Equity Co-op
	Winnipeg Fringe Festival
	2002 Minnesota Fringe Festival
	2002 NYC Fringe Festival - Juried
	2003 Toronto Fringe Festival
Hillary	**2000 Commissioned by C.B.C. radio**
The Appointment	2000 MAP instant Playwriting contest
Forever	2000 'One Night Stand' Sarasvati series
Dances With Sheep	1999 produced by Dial M for Murder
Violet	1997 produced by Hamm It Up Productions
Strawberry Jam	1997 produced by See Shore Productions
Don't Answer that call	1997 produced by See Shore Productions
Delivery	**1995 published in *Instant Applause II Anthology* by Blizzard Publishing**
	1997 produced by See Shore Productions
Transcona Heights	1993 produced by See Shore Productions,
	Winnipeg Fringe Festival
Dracula	1992 produced by Kildonan East Collegiate
	2005 produced by John Taylor Collegiate
	2010 produced by Salt Spring Island H. S.
	2013 Holy Redeemer Catholic H.S. - Edson
Love Me or Leave Me...	1990 produced by See Shore Productions,
Just Don't Slam the Door	Winnipeg Fringe Festival

DRAMA RESOURCE BOOKS

101 Awesome New Monologues for 20-Somethings
With Joyce Story Published by Monologues to Go 2019

75 New Monologues Kids Will Love
With Joyce Story Published by Monologues to Go 2017

STAGES: Creative Ideas for Teaching Drama 2002
Published by: J. Gordon Shillingford Publishing Inc.
Revised Second Edition 2013

CUES: Theatre Projects from Classroom to Stage 2013
Published by: J. Gordon Shillingford Publishing Inc.

MAGAZINE

The Passion of Ethel Rosenberg	Legacy Journal V. 32.No 2		Summer 2018
Art on the Canvas - Manitoba Business	January/February		2000
Deeper than Words - Sophia	Volume 10 - number 2		2000
Mentoring Makes A Difference	MERN Journal		2013
Another Mennonite in Theatre	Rhubarb Magazine	No. 33	Fall 2013

Reviews:

Classic Theatre's As You Like It	SouthWest Contemporary		June/July 2021
Ironweed's A Spoonful of Water	THE Magazine		Dec/Jan 2019
Armin Wiebe's Moonlight Sonata of Beethoven Blatz			
Center for Mennonite Writing	Volume 3 – number 4		2011

FICTION

The Visit - Sophia Volume 10 - No. 1	2000
Emails to Anna - Prairie Fire Volume 31 - No. 3	2010
Alexia Wants to Fly – picture book, Lily Star Press	2015
Winner –Manitoba Book Award	2015
Finalist – New Mexico/Arizona Book Award	2016

ON AIR RADIO JOURNALISM

First Person Singular – CBC Radio	2000

DIRECTING (selected credits)

For Love of Mu$ic	Labinger Productions
Cat's Pajamas	Teatro Paraguas
The Walls Have Ears	Labinger Productions
Perfect Imperfections	Blue Raven Theatre
The Path Taken	Labinger Productions
ShatteRED	Feather & Bone Theater
Like a Drag Queen Scorned	Almost Adult Productions
Demons of the Mind	Blue Raven Theatre
Same Time Next Year	Almost Adult Productions
Perfect Love	Blue Raven Theatre
Ordinary People	Almost Adult Productions
The Passions of Ethel Rosenberg	Blue Raven Productions
Pigeons	Benchwarmers Festival, Santa Fe
All Too Human	Zibart Productions, Santa Fe
At a Snail's Pace	Snowball Festival, NYC
Cry After Midnight	various theatres
Cheap Goods	Theatre on TAP
Demons of the Mind	Theatre on TAP
Queen of my Heart	Theatre on TAP
Macbeth	River East Collegiate

A Midsummer Night's Dream	River East Collegiate
The Wiz	River East Collegiate
And the Beat Goes On	River East Collegiate
Dracula	Kildonan East Collegiate
A Lamp, a Rose and a Kiss	Kildonan East Collegiate
Dances with Sheep	Dial M for Murder
The Ostrich Club	Dial M for Murder

MUSICAL THEATRE CHOREOGRAPHY (selected credits)

Adam's Eves	Popular Theatre Alliance
Lil' Abner	Vincent Massey Collegiate
Grease	Glenlawn Collegiate
A Chorus Line	Glenlawn Collegiate
West Side Story	Glenlawn Collegiate
Music Man	Fort Richmond Collegiate
Natural High	Active Word Productions
The Journey	Active Word Productions
Company III, IV, VIII – XII	Tech Voc High School
The Wiz	River East Collegiate
A Lamp, a Rose and a Kiss	Kildonan East Collegiate
A Mouthful of Birds	Black Hole Theatre

TEACHING EXPERIENCE

University of Winnipeg - Instructor II 1999 – 2015
Department of Education
-Theatre, Performance Production and Creative Drama - Curriculum and Instruction.
Designed courses, and instructed at the Winnipeg campus and in Bangkok, Thailand and Sao Paulo, Brazil.

Workshop Clinician

Guest Speaker, Experience Your Lift symposium, Toronto 2021
Canadian Drama Teachers association: Intro to Shakespeare 2021, 2022
Acting and devised theatre workshop, Sri Lanka 2018
Kids Theatre Camp – Santa Fe Community College 2017
Women Playwrights International Conference – Cape Town, South Africa
- Play reading, "This I Have Believed"
- Workshop – Devised Theatre for social justice issues 2015
Playwrights Colloquium 2013, 2014, 2020
- Workshop Presentations: Choreography, Creative Drama, Devised Theatre
- Lectures: Plot, Playwriting, Screenwriting
- Universities of Manila, Bacolod, Silliman and Iloilo, The Philippines
Language and Literacy Conference University of Georgia, Athens 2013

- "Addressing Social Issues through the Creation of Collage Collectives"
Community Collaborations Conference, ACI. 2013
- "Devised Theatre for Social Justice"
SAGE – Special Area Groups Educators
MB Drama Teachers Association 2012, 2014
MATE – MB Association of Teachers of English 2009, 2010, 2011
Early Childhood Educators 2007, 2008
CODE – Conference of Drama and Dance Educators – Ontario 2010, 2013
University College of the North, in The Pas 2013
ACTRA 'Actors' Gyms' 2012-2014
Vincent Massey Drama and Dance Teachers 2012
Lertlaw teachers, campus 3 – Bangkok, Thailand 2012
The Pas Players 2011-2013
2008, 2009
Manitoba Hutterite Colonies 2011
Sisler High School Aboriginal Program 2011/12
Playwright Leader of Uth Ink. - Playwrights Guild of Canada 2010/11
Coached actors for auditions 2010 – 2015
Mentor for student writers: Manitoba Writers Guild 2009-2010
Manuscript evaluator: J. Gordon Shillingford Press 2005
Adjudicator and Workshop Clinician for an average of four Drama, Dance or Speech Arts Festivals per year throughout Central Canada 1987 – 2015
Jury member: Manitoba Arts Council, Winnipeg Arts Council, Winnipeg Film Group, University of Manila film festival and others 2000 - 2015

RELATED WORK EXPERIENCE

Coordinator – Youth in the Arts Mentorship Program: ACI MB 2007 – 2015
(Arts and Cultural Industries Association of Manitoba)

- Match youth with local arts professionals for seven-month mentorship experience
- Match two rural youth with local mentors for five-month mentorship experience
- Partner with Winnipeg Film Group, Manitoba Music, Winnipeg Folk Festival and the Millennium Library, for group mentorship programs in filmmaking, music management, stage management & sound, and creative writing

Through the years I refined the program to meet the needs of youth wishing to establish or explore careers in the arts and cultural sector, supporting the youth and mentors to achieve their goals. Program funded by provincial government (MB4Youth)

National Academic Advisor – Nacel (Student Exchange Program) 1995 – 2007

- Hired and trained coordinators across Canada
- Represented the organization at annual international meetings
- Organized and conducted student orientation conferences
- Acted as liaison between students, foreign agencies, Canadian schools and parents

- Placed hundreds of students in homes and schools for short and long term programs
- Designed and implemented evaluation and supervision schedules and reports

AWARDS

University of Winnipeg: Dept. of Education's Award of Merit	2014, 2015
Canada Council for the Arts	
Professional Development – Travel	2012, 2015
Canadian Military War Artists Program	2010
CODE (Cultural Olympiad Digital Edition) – video commission	2010
BottleTree Playwriting Contest - second place (Demons of the Mind)	2010
Manitoba Arts Council	
Playwriting Grant	2014
Professional Development – Travel	2012
Multi-Discipline Creation Grant	2008
Emerging Playwrights Program	2007
Professional Development - Travel	2007
Play Production Grant	2006
Best Actress, University of Winnipeg Film Festival	2007

EDUCATION

MA – English, Film & Theatre: Creative Writing	University of Manitoba
BA – Theatre Major, English Minor	University of Winnipeg
B Ed - Theatre Major, English Minor	University of Manitoba
Arts & Cultural Management Certificate	University of Winnipeg
Interior Design – completed residential design	University of Manitoba
Writing workshops: Writing for Radio	Ron Robinson (CBC)
Writing for Television	Dani Romain (This is Wonderland)
Playwriting	Tomson Highway (Rez Sisters)
Playwriting Retreat	Vern Thiessen (Einstein's Gift)
Playwriting Colony (MAP)	Jens Svane Boutrup (from Norway)
PTE Playwright Group	Bruce McManus (Selkirk Avenue)

Dance – Jazz, Ballet, Modern - Royal Winnipeg Ballet, Winnipeg Contemporary Dancers
Voice – Grade 6, with honours — Royal Conservatory of Music
Selected acting master classes/workshops: Carol Rosenfeld, John Hirsch, Candice Elzinga, Mort Ransen, Tibor Fehergyhazi, Rosemary Dunsmore, William B. Davis. Brenda Bazinet, Stuart Aikens, Matthew Harrison, Jackie Lind, Susan Forrest, Gary Yates, Marissa Richmond, Edward Daranyi

Selected aerial dance master classes: Rebecca Devi – Toronto, Aircats – Denver, Liz Cooper – Monica's DanzGym, Wise Fools – Santa Fe.

VOLUNTEER WORKING BOARD POSITIONS

Theatre Santa Fe	Member at Large	2016 – 2018
	President	2018 - present
International Shakespeare Center of Santa Fe		2016 – 2018
SAG-AFTRA Board New Mexico		
	Member at Large	2019 – 2021
	Second Vice-President	2021 – 2023
	President	2023 - present

ACTRA Manitoba	Council President and National Councilor – 2008 - 2015
ACTRA National	Member at Large – 2010 – 2015
	Executive Council – 2011-2013
Manitoba Association of Playwrights	Board Chair – 2004-2006
Film Training Manitoba	Member at Large – 2010 – 2013
Winnipeg Contemporary Dancers	Member at Large - 2008 - 2009
	Board Chair – 2010 – 2011

MEMBERSHIPS

Dramatists Guild of America
International Theatre Institute, Playwrights Committee
Women Playwrights International
League of Professional Theatre Women – New York City
Playwrights Guild of Canada
New Mexico Women in Film
Society of Children's Book Writers & Illustrators
ACTRA – (Canadian professional screen actors union)
EQUITY – (Canadian professional stage actors union)
SAG/AFTRA
Canadian Women for Women in Afghanistan

Film and Digital Media Industry Council
City of Santa Fe

Talia Pura
[redacted]

May 25, 2024

To Whom It May Concern:

I would like to become part of the Film and Digital Industry Council of Santa Fe. As the president of SAG-AFTRA, I am very involved in the film industry of New Mexico. I believe that it is important to have the voices of actors represented on the council. With over 1000 union members in New Mexico, and approximately one third of them living in Santa Fe, there are a significant number of local actors working in the industry professionally.

In addition to being an actor, I am also an independent filmmaker, having written, directed and produced ten short films, and written two full-length screenplays I hope to produce in the future. I understand that aspect of the industry as well as what it means to simply show up on set , relax in my trailer and wait to be called on-set.

As the president of both SAG-AFTRA and Theatre Santa Fe, I understand the commitment it takes to belong to a working board seeking to make a difference to a dedicated group of professional artists. I do not shy away from hard work and involvement in projects that further the goals of the organization.

We have a strong industry here, and I look forward to working hard to help it continue and thrive.

Best regards,
Talia Pura

Signature: Johanna Nelson (Mar 17, 2025 16:49 MDT)

Email: jcnelson@santafenm.gov