



City of Santa Fe New Mexico

Memorandum



Date: January 29, 2021

To: Jarel Lapan-Hill, City Manager

Via: Regina Wheeler, Public Works Department Director *RW*

From: Romella Glorioso-Moss, Public Works Projects Administrator *RGM*

RE: Guadalupe St. Reconstruction Project Right-of-Way Donation Contracts

ITEM AND ISSUE:

Request Approval of Right-of-Way Donation Contracts for Constructing S100460 Guadalupe St. Reconstruction Project

BACKGROUND AND SUMMARY:

The City received funding from NMDOT for engineering design, ROW acquisition and construction of S100460 Guadalupe St. Reconstruction Project in the amount of \$7,556,361.00. This project which is 0.679 mile long from Agua Fria to Paseo De Peralta is based off of the Roadway Safety Audit (RSA) findings conducted in 2015. The 10 safety issues identified in the RSA can be generally addressed with a road diet, reducing the number of lanes on Guadalupe St. from 4 to 3. The freed-up space will be used for widening sidewalks making them ADA compliant, adding dedicated bicycle lanes, improving storm water drainage, improving intersection geometrics, updating traffic signal software and improving lighting at intersections of Catron, San Francisco, Paseo de Peralta and West Alameda. Road diets are found to reduce overall crash frequency by 19% to 43%, with the higher crash reductions occurring in small urban areas than in metropolitan areas.

Based on the attached Cooperative Project Agreement with NMDOT, the Engineering Design and ROW Acquisition phase for this project expires on April 31, 2021. In order to comply with this Agreement, the City has to acquire 10 parcels from 11 property owners. Our consultant, Tierra Right of Way Services, Inc. has managed to contract with property owners named below to waive their rights to just compensation, and donate their properties to the City recognizing mutual benefits from this project.

Property Owners	Parcel No.	Parcel Size (sq.ft.)
De Castro Family Limited Partnership	3-3	12
Firestone 100, LLC; Dillon-ER, LLC and FDX, LLC	2-3	0.55
McKenzie Partners	2-10	17
Wirtco, Inc.	3-4	3
Yates Industries, LLC	2-5	261

ACTION REQUESTED:

Approve the attached five (5) donation contracts.

ATTACHMENTS:

Cooperative Project Agreement (1)

Donation Contracts (5)

DONATION CONTRACT

Project: **Guadalupe Street Reconstruction Project**
 City of Santa Fe CIP Project #801B

PCN # **S100460**

Parcel: 3-4

THIS AGREEMENT made and entered into this _____ day of _____, 2021
 between **Wirtco, Inc., a New Mexico Corporation**
 whose address is PO Box 876, Santa Fe, NM 87504

Party of the First Part, and the City of Santa Fe, a political subdivision of the State of New Mexico, hereinafter referred to as the City. For the purposes of this contract, Party shall be deemed to be either singular or plural as the context requires.

WITNESSETH: For good and valuable consideration, receipt of which is hereby acknowledged, the Party of the First Part hereby delivers to the City, one (1) RIGHT OF WAY PARCEL for the public improvement known as: Guadalupe Street Reconstruction Project (“Project”) situated in Santa Fe County, State of New Mexico, and subject to the following terms and conditions:

CONDITIONS:

It is mutually agreed that for valuable consideration herein acknowledged, Parcel 3-4 shall be granted to the City. This transaction is recognized to be of mutual benefit to both the first party and the City. It is mutually agreed that the right to just compensation is hereby waived.

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Party of the First Part.
2. THIS CONTRACT embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The Party of the First Part hereby agrees that the compensation herein provided to be paid includes full compensation for their interests, and the interests of their life tenants, remaindermen, reversioners, lienors and lessees, and any and all other legal and equitable interests which are or may be outstanding, and said Party of the First Part agrees to discharge the same.
4. THIS CONTRACT shall be binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the City Manager or his/her authorized representative.
5. The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above. It is further understood and agreed that, except as noted or specified above, IMMEDIATE POSSESSION of said premises, and the right to enter thereon, is HEREBY GRANTED to the City, its duly authorized Agents and Contractors, upon receipt of payment by First Party.
6. The terms and conditions of this contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.

7. The consideration as set forth in the contract shall constitute full payment for the premises and all damages, of whatever nature, arising out of or by reason of the use of said premises for trail and open space purposes.

8. Terms and conditions contained on the reverse side of this contract are part of this contract as fully as if written on this side.

9. Party of the first part will hold the City harmless for any and all claims, demands or causes of action arising out of or as a result of the transactions as described herein.

THE CITY agrees to purchase the above described real estate, or interest therein, and to pay upon delivery of a good and sufficient conveyance therefore, as follows:

Parcel	Sq. Ft.	\$ / Unit	% Fee	Land	Improvements	Net Damages	Total
3-4	3						0.00

Total Compensation \$ 0.00

CITY OF SANTA FE

By: Jarel LaPan Hill
Jarel LaPan Hill (Feb 24, 2021 16:14 MST) Date: Feb 24, 2021
Jarel LaPan Hill, City Manager

By:  Date: 1/29/2021
Regina Wheeler, Public Works Director

By: Mary McCoy Date: Feb 15, 2021
Mary McCoy, Finance Director

By: Marcos Martinez
Marcos Martinez (Jan 28, 2021 11:42 MST) Date: Jan 28, 2021
Senior Assistant City Attorney

By: Kristine Mihelcic Date: Feb 24, 2021
Kristine Mihelcic, City Clerk ^{XIV} MTG
Party of the First Part: **Wirtco, Inc., a New Mexico Corporation**

By:  Date: 11/20/20
(Signature)

Name: JANA M JANSSEN
(Print)

Title: Property Owner

Contract Number D15509/2
Vendor Number 0000054360
Control Number S100460

**2nd AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT**

This Amendment is made and entered into this 30th day of September, 2019, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City of Santa Fe entered into a Design Cooperative Project Agreement on March 23, 2017, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section 22, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to add additional FY2019 HSIP funding; and,

Whereas, it has become necessary to amend the Agreement and extend the termination date from October 16, 2020 to April 30, 2021; and,

Whereas, the Department and the Public Entity agree that the original agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section 2, Paragraph (a), delete in its entirety and insert the following:
 - a. The total funding for Project Control No. S100460, is Nine Hundred Sixty Seven Thousand Two Hundred and zero cents (\$967,200) which will be shared by the Parties as follows:
 1. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ)**
Funds Department's 85.44% share \$277,680
Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
 2. **City's matching 14.56% share** \$47,320
For the purpose stated above.
 3. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ)**
Funds Department's 85.44% share \$42,720
ROW for the proposed project identified through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping.

(Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)

4. **City's matching 14.56% share** \$7,280
For the purpose stated above.
5. **FFY 2019 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ)**
Funds Department's 85.44% share \$44,600
Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping.
(Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
6. **City's matching 14.56% share** \$7,600
For the purpose stated above.
7. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP)**
Funds Department's 90.00% share \$153,000
Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping.
(Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
8. **State's matching 10.00% share** \$17,000
For the purpose stated above.
9. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP)**
Funds Department's 90.00% share \$333,000
ROW for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
10. **State's matching 10.00% share** \$37,000
For the purpose stated above.
11. **The Total Project Funding** **\$967,200**

2. Page 10, Section 19, delete in its entirety and insert the following:

19. Term.

This Agreement is effective on March 23, 2017. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **April 30, 2021**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

3. Exhibit A of the original agreement is deleted and replaced with the attached Exhibit A.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this 2nd Amendment.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: WRSML Date: 9/30/19
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chert Date: 8-2-19
Assistant General Counsel

CITY OF SANTA FE

By: mm Date: 9/5/19
Mayor

ATTEST

By: Yolanda y. Nigro Date: 9-12-19
City of Santa Fe Clerk
City Mtg. - 8-23-19

Approved as to form and legal sufficiency by the City's Attorney

By: MDW Date: 8/14/19
City of Santa Fe Attorney

CITY OF SANTA FE contd:



MARY MCCOY, FINANCE DIRECTOR

3309980.490150, 3309980.572960, 3309980.572940,
Project ST18330AS
Business Unit/Line Item

Exhibit A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Design) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 4/30/2021 (End date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$851,000
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A