



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 8, 2024

**TO:** John Blair, City Manager

**VIA:** Regina Wheeler, Public Works Department Director *SB on behalf of RW*  
Sam Burnett, Facilities Division Director *SB on behalf of RW*  
SB on behalf of RW (Mar 8, 2024 16:27 MST)

**FROM:** Tim Farrell, Property Development Manager *Timothy Farrell*

---

### ACTION:

Request for Approval of a License Agreement Between Santa Fe Southern Railway and the City of Santa Fe for Temporary Pilot Use of the West Paseo and West Casitas for Sky Rail Santa Fe's Loading and Unloading of their Excursion Rail Operation. (Tim Farrell, Property Development Manager, [tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov)).

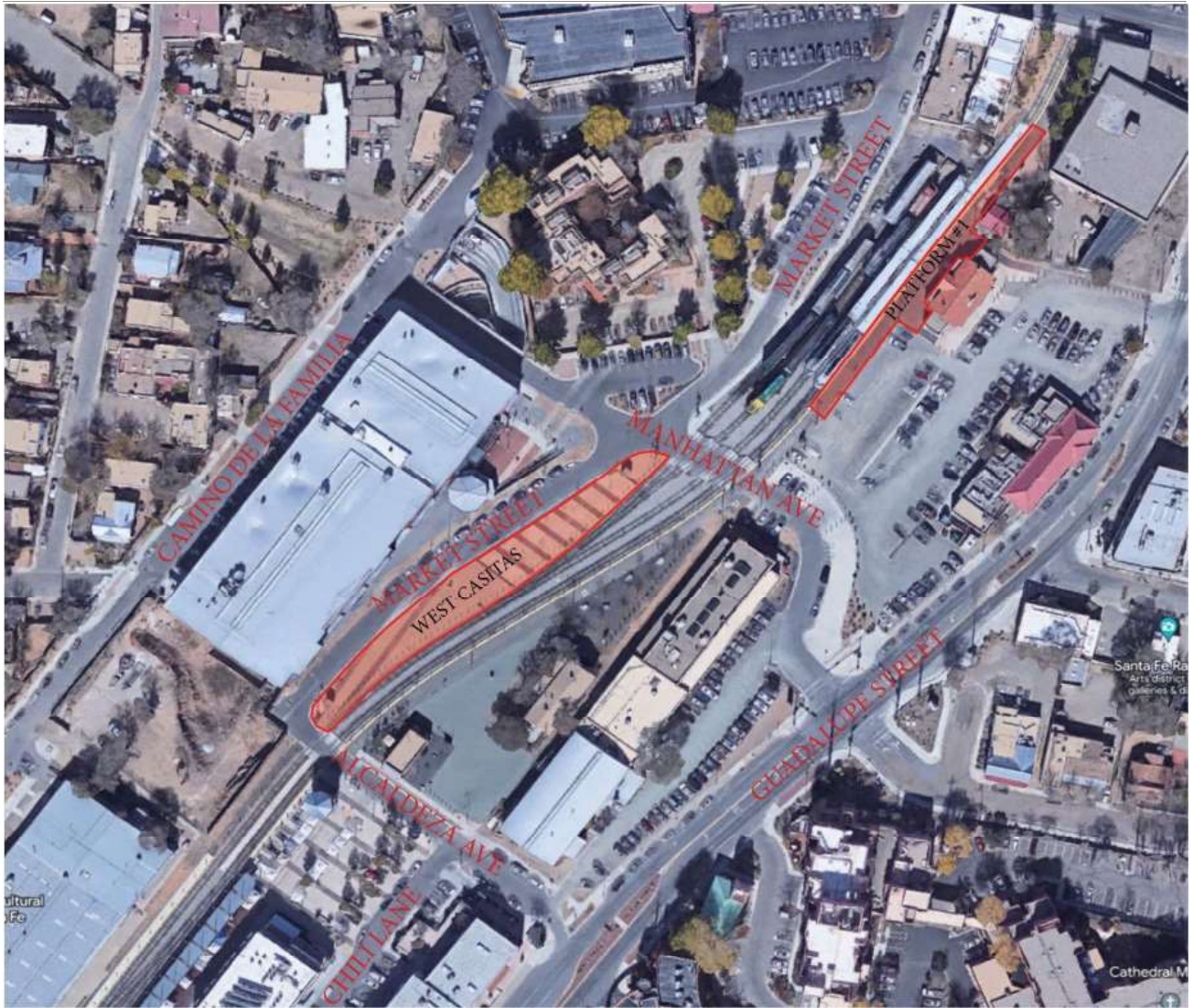
### BACKGROUND AND SUMMARY:

The Santa Fe Southern Railway (SFSR) operates an excursion train known as Sky Rail Santa Fe (Sky) which runs between the Santa Fe Railyard and the Lamy NM Depot. Currently, the only platform within the Railyard to accommodate loading and unloading of passengers is Platform #1 which is located at the Santa Fe Train Depot building and is the same platform utilized by the Rail Runner. SFSR has historical rights for the use of Platform #1. However, with conflicting schedules between Sky and the Rail Runner for the use of Platform #1, it is difficult for Sky to fully operate there for their desired excursion train schedule.

The previous License Agreement between SFSR and the City provided SFSR with the temporary use of the West Casitas location for one year period which expired on January 31, 2024 (see map Attachment). During that temporary lease, some issues were encountered with balancing SFSR's operation of the Sky train with the multiple uses in the north Railyard including the Rail Runner, The Farmers Market, The Saturday Art Market on West Casitas, and SFRCC sponsored events at the Railyard Plaza. During Sky's boarding and debarking of passengers, there are approximately 15-minute periods when the rail gate arms are down and blocking traffic crossings at Manhattan or Alcadessa Streets, along with noise and fumes from the idling diesel locomotive. The main concerns during this time are impediments for passenger and emergency vehicle access through the Railyard and noise/air quality impacts affecting businesses and visitors' wellbeing. This new license has provisions for Sky to primarily use Platform #1, then secondarily have use of West Paseo (see map Attachment) and then, only with prior approval, utilize West Casitas. The use of these two primary boarding locations will greatly reduce the congestion in the north Railyard and further clarifies SFSR's responsibilities for operations, safety, and security within the Railyard.

With the recent success of Skys third full season operating at the Railyard, the annual fee has been raised from \$500.00 to \$6,000.00 which will be paid one half on execution and one half ninety days thereafter.

**ATTACHMENTS:**  
Renewal License



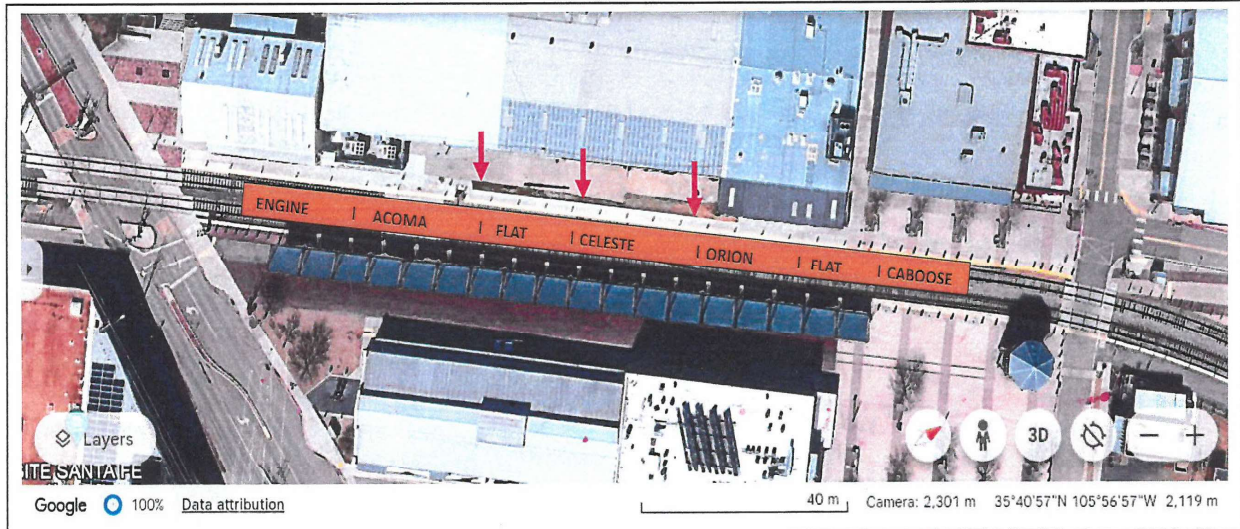
West Casitas and Platform #1





# City of Santa Fe, New Mexico

## Memorandum



**New West Paseo platforming area**

**LICENSE AGREEMENT  
FOR TEMPORARY PILOT USE OF WEST CASITAS FOR RAILCAR  
LOADING/UNLOADING ON CITY PROPERTY**

This LICENSE AGREEMENT (License), is made this 21st day of March, 2024 by and between the **CITY OF SANTA FE, a municipal corporation (City)**, and **SANTA FE SOUTHERN RAILWAY, INC., a New Mexico corporation (Licensee)**, (collectively, the Parties and each individually a Party).

**WITNESSETH:**

In consideration of Licensee's promises herein, City hereby gives the Licensee a License, revocable and terminable as hereinafter provided, to enter on, use and occupy the property of the City as provided herein.

**1. PREMISES.**

The City allows Licensee to use a portion of City-owned real property located within the Santa Fe Railyard, which included the area between the Bollard and Rail Line Corridor in the "West Casitas," which is an area located between Manhattan Avenue, Alcaldeza Street, and Market Street in the Santa Fe Railyard. More specifically, Licensee may use three 4'x6' areas between the Bollards for the purpose of loading and unloading passengers, subject to the terms and conditions of this License as specified herein and as approved in writing by the City's Facilities Division Director or their designee. The licensed portion of City-owned real property, which will be utilized for loading and unloading passengers in the West Casitas as shown on **Exhibit A**, attached hereto and made a part of this License Agreement. The Premises are provided in an "as is" condition.

In addition to the City-owned real property described above, the Licensee may use a portion of City-owned real property within the Railyard in the "West Paseo" which is an area between Alcaldesa Street and Paseo de Peralta. More specifically, Licensee may use three 4'x6' areas between the Bollards for the purpose of loading and unloading passengers, subject to the terms and conditions of this License as specified herein and as approved in writing by the City's Facilities Division Director or their designee. The licensed portion of City-owned real property, which will be utilized for loading and unloading passengers in the West Paseo as shown on **Exhibit B**, attached to and made a part of this License Agreement.

The days and hours of permitted use by Licensee for West Casitas and West Paseo locations are set forth in Exhibits A and B. The Premises are provided in an "as is" condition.

**2. TERM.**

This License shall commence on the date of last signature, below, and after payment of the license fee, and shall continue until January 31, 2025, (the Term), unless otherwise terminated as provided herein. At the end of the Term, Licensee shall have one "Option Term" of twelve months. The Option Term is contingent upon compliance with this License and, if desired by Licensee, must be exercised by proper written notice by Licensee to the City at least 90-days prior to the expiration of the Term. Granting of the Option Term shall be at the City Manager's sole discretion.

**3. LICENSE FEE.**

Licensee shall pay the City a "License Agreement Fee" of Six Thousand Dollars (\$6,000.00) as follows, Three Thousand Dollars (\$3,000.00) immediately upon full execution of

the License Agreement and Three Thousand Dollars (\$3,000.00) ninety (90) days after full execution of the License Agreement.

#### **4. CONDITIONS OF USE.**

Licensee's use of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

A. Permitted Use. Use of the Premises is restricted to the temporary use of premises for loading and unloading of owners, employees, contractors, and patrons of the passenger railcars in tandem at the West Casitas as shown on **Exhibit A** and/or at West Paseo as shown in **Exhibit B**. No other use of the Premises is allowed without the written consent of the City.

B. Water. Access to city water is included in this License. A connection point to a city water source is located adjacent to the northerly terminus of Track 4. Physical connection to the water source and any costs associated therewith are the sole responsibility of the Licensee, and will be billed monthly.

C. Electrical Power. Access to electrical power is included in this License. A City-owned connection point in the form of an existing power cord connected to a 480-volt electrical power source is located adjacent to the northerly terminus of Tract 4. Physical connection to the electrical power source and any costs associated therewith are the sole responsibility of the Licensee. The electrical costs must be paid to NMRX.

D. Liquid Waste. Licensee shall arrange for the proper disposal of liquid waste (sewage) from its Railcars as necessary. Such disposal shall be performed in a lawful manner and any costs associated therewith are the sole responsibility of Licensee.

E. Solid Waste. Licensee shall, at all times during its use of the Premises, keep the Premises free of trash and debris emanating from its operations. Licensee shall bag and remove all solid waste generated from Licensee's operations at the Premises.

F. Signage. No exterior signage is allowed on the Premises except those signs that are attached to and a part of the Railcars.

G. Lighting. No exterior lighting is allowed on the Premises except those light fixtures that are attached to and a part of the Railcars or already on site.

H. Access & Detrainment. This License includes the right of Licensee and its agents, employees and passengers to access the Premises for the uses provided herein. Licensee shall not disturb or damage any adjacent City-owned property when accessing the Premises. Licensee's passengers shall detrain on the west side of the Premises. The City reserves the right to access the Premises or to restrict access to the Premises when, in its sole discretion, it deems necessary to do so to preserve or protect life or property.

I. Alcoholic Beverages. Licensee may serve alcoholic beverages inside its Railcars while they are parked at the Premises as allowed per Section 23-6.2(A) of the City's Municipal Code. Such alcoholic beverage service shall be provided only to Licensee's passengers and only in accordance with applicable federal, state and local laws and regulations. Under no circumstance shall Licensee allow its passengers, owners, employees, or guests to consume alcoholic beverages on the Premises outside of its Railcars.

J. Security. Licensee shall keep the Railcars secured against unauthorized entry during the License Period.

K. Code Compliance. Licensee's use of the Premises shall at all times be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance

L. Modification of City Property. The Licensee shall not make any modification to City property without providing the City a formal request that includes proper documentation prior to the alteration of any City property including but not limited to rails, railroad equipment, rail bed, post and cable fencing, hardscapes, and softscapes. Licensee shall provide City the request and documentation 30 days prior to the date Licensee needs approval. Any requested alterations shall not be performed prior to receiving written approval from the City. Licensee shall pay for all modifications and alterations. Licensee shall make all modifications required to ensure the functionality of its operations within the Railyard as well as to ensure the safety of its operations within the Railyard. Licensee shall pay for all modifications required for these purposes. No modifications made be made to City property without prior written consent from the City. Such written consent will require the Licensee to submit a formal proposal for any modifications. The City may require at its sole discretion detailed plans and specifications for modifications that may include but is not limited to stamped Engineer, Architect, or Landscape Architectural plans.

M. Assurance of Non-Impediment. The Licensee shall not cause an impediment to vehicular or pedestrian traffic within the Railyard. This includes but is not limited to parking trains in a location that blocks a street or pedestrian crossing or in a location that triggers crossing guards or other safety equipment. Licensee may block Manhattan Avenue for no longer than 15-minutes for both assembling and disassembling its consists.

N. Graphic Documentation of Loading and Unloading Operations. The Licensee has provided the City the graphic documents shown in the Exhibits that explicitly details where the loading and unloading operations will take place outside of Platform #1 in the Railyard. .

O. Bollards and Cables. Licensee and Licensor acknowledge that the bollard cable fence has already been altered to create 4 entry points for loading and unloading, and no further alterations of the bollard cable fence will be done by Licensee unless such alterations are approved by the City in accordance with this License, and Licensee shall pay for any such further alterations.

P. Detailed Schedule. Although the City does not have the right to approve Licensee's schedule, Licensee shall provide the City with a detailed and accurate schedule of its operations, understanding that the schedule is always subject to change. If the City has a permitted event or construction that is taking place in its infrastructure that will be affected by Licensee's schedule, then the City has the right to deny Licensee the right to use the Premises to the extent that the conflict exists.

Q. Development of a Long-Term Operations Strategy. The Licensee shall actively work with the City to develop a long-term operations strategy for the integration of the Licensee's operations into the Railyard, including the development by the City, at the City's cost, of a new platform to be built within the Santa Fe Railyard.

R. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Licensee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this License that are a result of Licensee's use of the Premises. It is understood that Licensee's use of the Premises is non-exclusive, and Licensee does not assume responsibility for the use by others of the Premises. Repairs and replacements required to be made by the Licensee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

S. Safety. Safety is the most important railyard operational issue and it is of particular concern in the Santa Fe Railyard. Licensee understands that they are choosing to operate in a Pedestrian Oriented civic space that is host to considerable events, activities, and pedestrian traffic. Licensee accepts the responsibilities associated with operating an Excursion Train Operation in



such an environment and shall be responsible for taking all necessary measures to ensure the safety of the public within the Santa Fe Railyard. At a minimum, in order to operate trains in the Santa Fe Railyard, Federal Railroad Administration Class One operating standards must be met. Licensee shall ensure that its operations meet all relevant safety standards. Licensors may request additional safety precautions be met by Licensee as circumstances and conditions arise.

T. Duty to Report. Licensee shall report all safety issues, near misses, operational issues, and reports or complaints received from any citizen, employee, or government entity.

U. Requests for Modification of Premises. Licensee may submit written requests to Licensors for the temporary modification of the Premises. Such modifications shall be made at the Licensors' sole discretion and are only valid upon the issuance of a signed approval letter from the assigned City Representative.

## **5. TERMINATION.**

A. Failure to Comply. Failure of Licensee to comply with conditions of use of the Premises or failure of payment of the License Fee as provided herein shall be deemed a breach of this License. The City will provide written notice of a breach. Licensee shall have:

1. 48 hours to cure the breach if it is for a safety or License Fee payment issue;
2. 5 days to cure the breach, if it for an issue of impediment to operations within the Railyard;
3. 15 days to cure the breach, if it is for a repair or maintenance issue; and
4. 30 days to cure the breach for any other reason.

If the breach is not cured it shall constitute grounds for immediate termination of this License by the City. If the License is terminated, the Licensee shall: (a) peaceably and promptly surrender the Premises on the termination date specified in the written notice, (b) remove all property placed on the Premises by Licensee, and (c) if requested by the City to restore the Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon thirty (30) days written notice to the City. Upon termination of this License by either party, there shall be no refund of the license fee or any portion thereof.

## **6. NO INTEREST CREATED.**

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee.

## **7. INSURANCE.**

A. Comprehensive General Liability. Licensee, at its own cost and expense, shall carry and maintain in full force and effect during the term of this License comprehensive general liability insurance covering bodily injury, personal and advertising injury, and property damage liability. Such insurance shall be in a form and with an insurance company acceptable to the City with limits of not less than of \$5,000,000 per occurrence and \$5,000,000 in the aggregate against claims for which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall include broad form contractual liability coverage and be endorsed to provide that the City, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, and the directors, officials, officers, employees, and agents for those entities are named as an additional insured for Licensee's operations hereunder. City will be notified in writing within ten (10) days of cancellation of such

insurance for any reason. Licensee shall furnish the City with a "Certificate of Insurance" and applicable endorsements prior to the City's issuance of this License.

B. Business Automobile Liability insurance. Licensee shall have Business Automobile Liability Insurance, which should be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with Licensee's operations to be performed under this Agreement. The City, its directors, officials, officers, employees, and agents shall be included as additional insureds.

C. Workers' Compensation Insurance and Employer's Liability Insurance. Workers' Compensation Insurance shall be within statutory limits, and Employer's Liability insurance shall be with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, and agents.

D. Liquor Liability. Licensee shall obtain a liquor liability insurance policy with liability limits in amounts no less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Such insurance shall provide that the City is named as an additional insured and the City is notified no less than thirty (30) days in advance of cancellation for any reason. The Licensee shall provide the City with evidence of its compliance with this requirement as a condition prior to performing services.

E. Provisions Applicable to All Insurance Requirements.

(a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance shall be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.

(b) Verification of Coverage. Licensee shall furnish the City with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before Licensee performance under this agreement. Acceptance of Licensee's Certificates of Insurance does not relieve Licensee of the insurance requirements, nor decrease the liability of Licensee under this Agreement. It is Licensee's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy the City, in this or any regard.

(c). Primary and Noncontributory. The insurance required to be maintained by Licensee shall be primary and any insurance or self-insurance maintained by the City shall not be required to contribute to it.

(d) Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Such Umbrella or Excess policy or policies shall be endorsed to include the City, its directors, officials, officers, employees, and agents as additional insureds.

(e). Waiver of Subrogation. Licensee shall obtain waiver of subrogation endorsements stating that Licensee and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, and agents.



**8. INDEMNIFICATION.**

Licensee shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand arising out Licensee's use of the Premises, and/or the City's issuance of this License.

**9. NEW MEXICO TORT CLAIMS ACT.**

Any liability incurred by the City of Santa Fe in connection with this License 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

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

LICENSEE:

SANTA FE SOUTHERN RAILWAY

John Blair  
John Blair (Mar 19, 2024 14:38 MDT)

JOHN BLAIR, CITY MANAGER

Ed Rock / CEO  
NAME:

DATE: 3/6/2024

ATTEST:

Geralyn Cardenas  
Geralyn Cardenas (Mar 21, 2024 09:28 MDT)

GERALYN F. CARDENAS, INTERIM CITY CLERK  
XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault  
Kevin L. Nault (Mar 8, 2024 13:56 MST)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster

EMILY K OSTER, FINANCE DIRECTOR

21117.460150  
BUSINESS UNIT/LINE ITEM  
Munis 2122800



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 8, 2024

**TO:** John Blair, City Manager

**VIA:** Regina Wheeler, Public Works Department Director  
Sam Burnett, Facilities Division Director

**FROM:** Tim Farrell, Property Development Manager

---

### **ACTION:**

Request for Approval of a License Agreement Between Santa Fe Southern Railway and the City of Santa Fe for Temporary Pilot Use of the West Paseo and West Casitas for Sky Rail Santa Fe's Loading and Unloading of their Excursion Rail Operation. (Tim Farrell, Property Development Manager, [tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov)).

### **BACKGROUND AND SUMMARY:**

The Santa Fe Southern Railway (SFSR) operates an excursion train known as Sky Rail Santa Fe (Sky) which runs between the Santa Fe Railyard and the Lamy NM Depot. Currently, the only platform within the Railyard to accommodate loading and unloading of passengers is Platform #1 which is located at the Santa Fe Train Depot building and is the same platform utilized by the Rail Runner. SFSR has historical rights for the use of Platform #1. However, with conflicting schedules between Sky and the Rail Runner for the use of Platform #1, it is difficult for Sky to fully operate there for their desired excursion train schedule.

The previous License Agreement between SFSR and the City provided SFSR with the temporary use of the West Casitas location for one year period which expired on January 31, 2024 (see map Attachment). During that temporary lease, some issues were encountered with balancing SFSR's operation of the Sky train with the multiple uses in the north Railyard including the Rail Runner, The Farmers Market, The Saturday Art Market on West Casitas, and SFRCC sponsored events at the Railyard Plaza. During Sky's boarding and debarking of passengers, there are approximately 15-minute periods when the rail gate arms are down and blocking traffic crossings at Manhattan or Alcadessa Streets, along with noise and fumes from the idling diesel locomotive. The main concerns during this time are impediments for passenger and emergency vehicle access through the Railyard and noise/air quality impacts affecting businesses and visitors' wellbeing. This new license has provisions for Sky to primarily use Platform #1, then secondarily have use of West Paseo (see map Attachment) and then, only with prior approval, utilize West Casitas. The use of these two primary boarding locations will greatly reduce the congestion in the north Railyard and further clarifies SFSR's responsibilities for operations, safety, and security within the Railyard.

With the recent success of Skys third full season operating at the Railyard, the annual fee has been raised from \$500.00 to \$6,000.00 which will be paid one half on execution and one half ninety days thereafter.

**ATTACHMENTS:**  
Renewal License



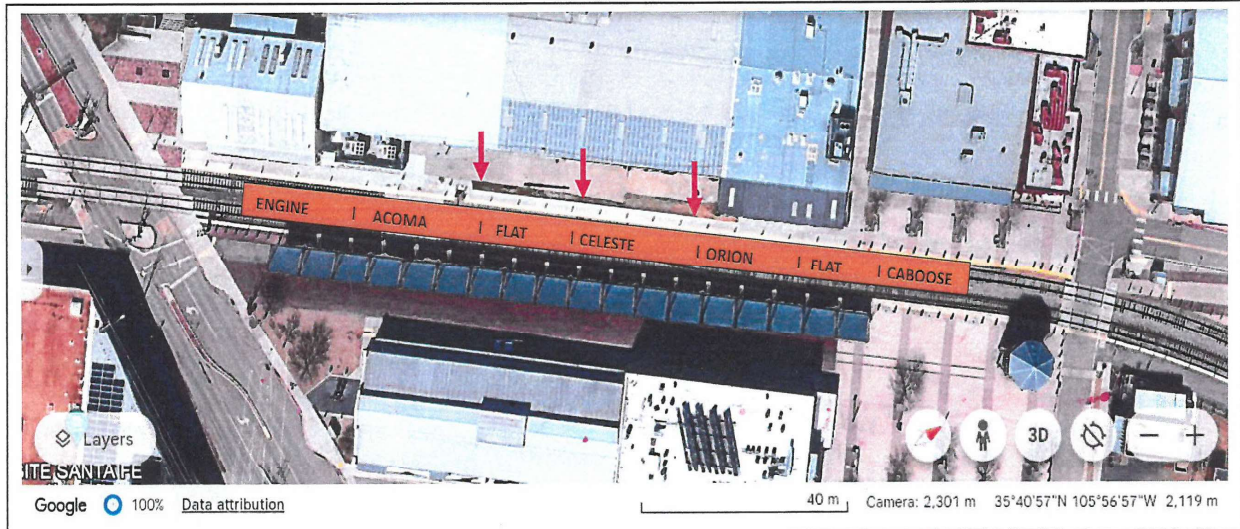
West Casitas and Platform #1





# City of Santa Fe, New Mexico

## Memorandum



**New West Paseo platforming area**

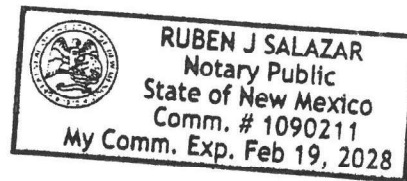
ACKNOWLEDGEMENT

STATE OF NEW MEXICO )  
 ) SS.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 6 day of March,  
2024, by Edward Allan Peck as on behalf of Santa Fe Southern Railway.

My Commission Expires: 02/19/2028  
(Seal)

Ruben J Salazar  
Notary Public



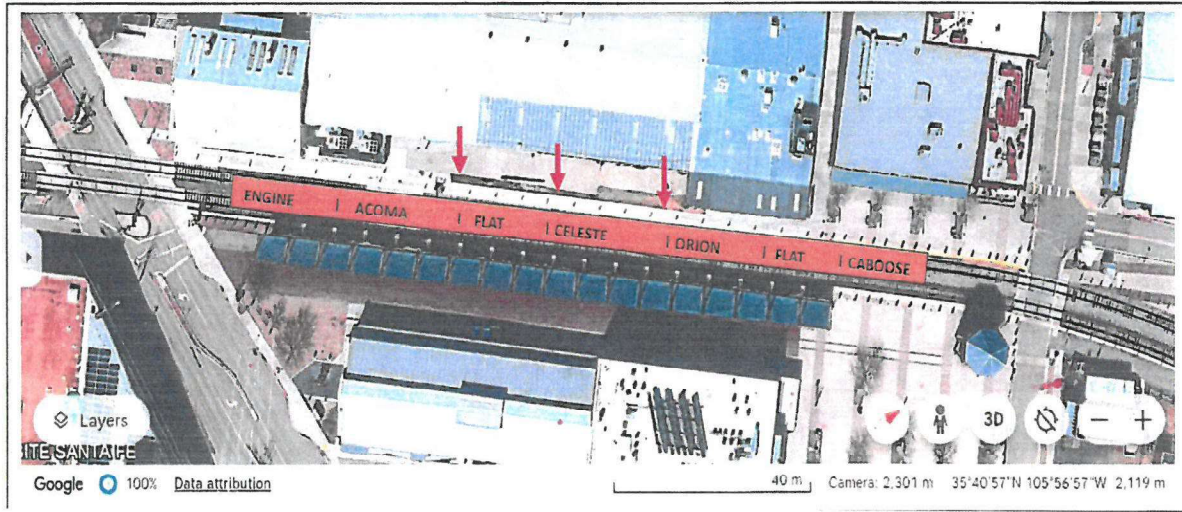
**Exhibit A**  
**“West Casitas” Area**





The “West Casitas” is an area, shown above outlined in red, located between Market Street and the Rail Line Corridor, bounded by Manhattan Avenue, Alcaldeza Street, and Market Street, in the Santa Fe Railyard. The Licensee may utilize West Casitas as an alternate location during the months of January, February and March, (or for one-time special occasion trains provided that the Licensee obtains prior approval from SFRCC) on Wednesdays, Thursday and Fridays between 3:45pm – 8:00pm – excluding any Fridays when a concert/event is being held on the Railyard Plaza area located south of Alcaldeza. Licensee must coordinate with Santa Fe Railyard Community Corporation for scheduling any Friday use of this licensed area.

## Exhibit B “West Paseo” Area



The “West Paseo” is an area, shown above, bounded by Alcalaesa Street and Paseo de Peralta in the Santa Fe Railyard. The Licensee may utilize this location Wednesdays, Thursday and Fridays between 3:45pm – 8:00pm during all months of operation or as an alternate location during Saturdays and Sundays only in the event Platform 1 is unavailable. The Licensee must coordinate with Santa Fe Railyard Community Corporation for scheduling any Friday use of this licensed area. The Licensee is to use best effort to load and unload passengers at Platform 1 at all available times.





# 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: \_\_\_\_\_ Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Santa Fe Southern Railway

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: License Agreement Between City of Santa Fe and Southern Railway.

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 06/30/2024 Term End Date: 06/30/2025 Total Contract Amount: \_\_\_\_\_

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: \_\_\_\_\_

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

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: \_\_\_\_\_

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

#### 3. Procurement History: N/A

JoAnn Lovato Montano  
JoAnn Lovato Montano (Mar 13, 2024 16:46 MDT)

Purchasing Officer Review:

Mar 13, 2024

Date:

Comment & Exceptions: License fee paid to City. No Procurement.

#### 4. Funding Source: Santa Fe Southern Railway

Andy Hopkins

Org / Object: 5156001/470400

Mar 13, 2024

Date:

Budget Officer Approval:

Comment & Exceptions: \_\_\_\_\_

#### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Tim Farrell

Phone #: 505-490-1659

To be recorded by City Clerk:

Clerk #: \_\_\_\_\_

Email: tgfarrell@santafenm.gov

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Santa Fe Southern Railway

**Procurement/contract Title:** License Agreement

**Procurement Method/Vehicle:** ☐ Sole Source ☐ State Price Agreement/Existing ☐ Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98  
☐ Small Purchase (Contract Under \$60,000) ☐ Other: \_\_\_\_\_

**Requesting Department:** Public Works/Facilities Div **Staff Name:** Tim Farrell

## Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Written Determination (srvs)**

**RFP - Confidential info to be provided to GB by CPD Buyer**

**ITB (include bid tab)**

**Other:** \_\_\_\_\_

**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)**

**Horizon Declination or Screenshot of [horizonsofnewmexico.org/services.html](http://horizonsofnewmexico.org/services.html) (srvs)**

**Summary of Contract (only on contracts)**

**Current Santa Fe Business Registration (or Exemption if no tax)**

**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**

**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**

**Evaluation Committee Report (RFPs only)**

**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**

**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Quote(s) (3 Valid & Current for Over 20k)**

**BAR**

**FIR**

**Certificate of Insurance (srvs)**

Tim Farrell

Department Point of Contact

Property Development Manager 3/1/2024

Title

Date

Regina Wheeler

Department Director

3/1/2024

Date

JoAnn Lovato Montano

Chief Procurement Officer

Mar 13, 2024

Date

N/A

ITT Representative

Title

Date

# 24-0146 Santa Fe Southern Railway

Final Audit Report

2024-03-21

Created:	2024-03-19
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd-68hkgBXvUutnuqRK5Ab8jYv1tb7Deb

## "24-0146 Santa Fe Southern Railway" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2024-03-19 - 11:00:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2024-03-19 - 11:01:27 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
2024-03-21 - 3:27:59 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2024-03-21 - 3:28:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-03-21 - 3:28:16 PM GMT