

## 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 <u>メビオ</u>

VIA: Kelly Bynon, Administrative Manager

#### **ITEM AND ISSUE:**

Request For Approval of Amendment Two to 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 30<sup>th</sup>, 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 Two to 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 <u>only</u> }:	
Journal# {Finance use <u>only</u> }:	

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

Airport						3/12/2025
ITEM DESCRIPTION	ORG	OBJECT	ı	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>	•	•			{enter as positive #}	{enter as negative #}
WIP Construction	5450407	572970	А	IR2454506	269,180	
<u>REVENUES</u>					{enter as negative #}	{enter as <u>positive</u> #}
NMDOT	5450407	490150	А	IR2454506	(269,180)	
JUSTIFICATION: (use additional page if needed)Attach supporting documentation/memo					\$ -	\$ -
Amendmenet to NMDOT Grant # SAF-24-01 to increase	e total awarded amou	unt from \$6,60	0,000 to \$6,869	,180 AND	{Complete section b	pelow if BAR results
to extend the date of expiration to 06/30/2026.					in a net chang	e to ANY Fund} Fund Balance
					Fund(s) Affected	Increase/(Decrease)
					TOTAL:	0
	{Use this	form for Financ	ce Committee/	1 1 11 0	TOTAL.	
Kelly Bynon 3/1 Prepared By {print name}	Date	ouncil agenda it	•	Andy Hopkins  Budget Officer		Mar 13, 2025
Tropaled by (pink name)	CITY	COUNCIL AF	PROVAL	Badget Omoor		Bate
Division Director Signature {optional}	City Council  Date Approval Date			Finance Director {≤ \$5	i,000}	Date
Ames Harris (Mar 12, 2025 18:32 MDT) Mar 12, 2						
Department Director Signature	Agenda Item #: Date			City Manager {≤ \$60,0	00)	Date

Item #25-0140

Project No. SAF-24-01-02

Contract No. AVA1550

Vendor No. 0000054360

AMENDMENT NO. 2

THIS AMENDMENT made and entered into by and between the , (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:

\$6,869,180

- 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

\$6,869,180

- 4. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 06/30/2026
- 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: Pedro Raul

02/17/25 Date: \_\_\_\_\_

**SPONSOR** 

Signed by:

Alan Webber

100E64707E00450...

AF 02/17/25 Date:\_\_\_\_\_\_ New Mexico Department of Transportation Cabinet Secretary or Designee

By: Ricky Scha

02/17/25 Date:

Approved as to form and legal sufficiency

Signed by:

John Kevell

John Kevell

Depty Cemeral Coursel

Assistant General Counsel

#### SAF-24-01-02

## AMENDED EXHIBIT B PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	\$4,000,000	\$400,000.00	\$ 0	\$ 0
2	AMENDMENT 1	\$2,600,000	\$2,600,000.00		
		\$0			
3	AMENDMENT 2	\$269,180	\$269,180.00		
		\$0			
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	TOTALS	\$ 6,869,180	\$6,869,180.00	\$ 0	\$ 0

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:

Webber (Apr 14, 2025 14:52 MDT)

ALAN WEBBER, MAYOR

Apr 14, 2025 DATE:

ATTEST:

ANDRÉA SALAZAR, CITY CLERK X/V GB MTG 04/09/25

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Cmily K. Oster

EMILY OSTER, FINANCE DIRECTOR

 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 , (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: Fedro Kall	New Mexico Department of Transportation Cabinebக்களைக்கு or Designee By:
05/02/24 Date:	05/02/24 Date:
SPONSOR  By:   By:	Approved as to form and legal sufficiency  By:  Assistant General Counsel
04/29/24 Date:	04/29/24 Date:

## SANTA FE REGIONAL AIRPORT EXHIBIT B PLEASE OMIT CENTS

	ITEM OF WORK AND DESCRIPTION	TOTAL			STATE	OTHER
ITEM		ESTIMATED		SPONSOR'S	FUNDS	FUNDS
NO.		COSTS		FUNDS	REQUESTED	(SOURCE)
1	TERMINAL EXPANSION AND INFRASTRUCTURE					
	IMPROVEMENTS	\$4,000,000			\$ 4,000,000	
2	AMENDMENT 1	\$2,600,000			\$ 2,600,000	
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## 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 505-479-2208 jcharris@santafenm.gov A-1330 Updated:01/2023 Aviation

#### **NEW MEXICO DEPARTMENT OF TRANSPORTATION**

Aviation Grant Agreement Form



	Date	Jun 28, 2023		
Project Location	SAF - SANTA FE MI	NICIPAL AIRPO	ORT	
_				
Sponsor	SA	NTA FE, CITY (	) F	
Address		PO BOX 909		
City	SANTA FE	NM	Zip Code	87504

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	

#### **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.

	n .		-		
a.	Pro	ect	Des	crip	tion:

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).

- 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.
- 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.

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. <u>Legal Authority</u> 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. <u>Defaults</u> 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. <u>Possible Disabilities</u> 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. <u>Land</u> 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.

#### 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.

- 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.

#### 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.

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@santafe	enm.gov				

#### 21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRA	NSPORTATION
By: Kicky Suma  South Secretary or Designee  Cabinet Secretary or Designee	9/11/2023 Date:
Recommended by:	
By:  Docusigned by:  Fulro Kall  C6675C3211D34C0  Aviation Division Director  or Designee	9/11/2023 Date:
Approved as to form and legal sufficiency by the	New Mexico Department of Transportation's Office of General Counsel
By:	9/11/2023 Date:
SPONSOR	
Print Name: Alan Webber	_
By:	Date:
Title: Mayor	_

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Sep 1, 2023

DATE

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK  $\mathcal{X}/\mathcal{V}$ GB MTG 08/30/2023 CITY ATTORNEY'S OFFICE:

Kevin L. Nault

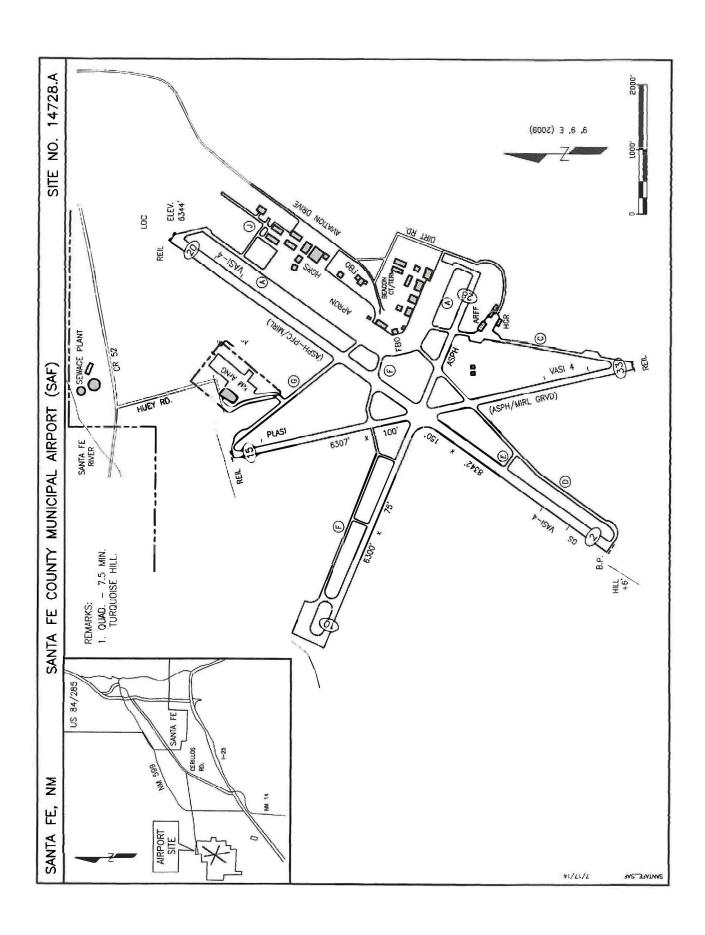
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Emily K. Oster (Sep 1, 2023 10:10 MDT)

EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:



#### SANTA FE MUNICIPAL AIRPORT EXHIBIT B PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION		TOTAL STIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
NO. 1	TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS	**********************	4,000,000	FUNDS	\$ 4,000,000	(SOURCE)
		\$ \$ \$	-	,		
		\$	4,000,000	\$ -	4,000,000	\$ -
	TOTALS	\$	4,000,000	\$ -	\$ 4,000,000	-

#### **Certificate Of Completion**

Envelope Id: 67AF5CB375D1463DBDE5BCF4022B9672 Status: Completed

Subject: Complete with DocuSign: SAF-24-01 TERMINAL EXPANSION AND INFRASTRUCTURE IMPROVEMENTS - AMENDMEN...

Source Envelope:

Document Pages: 13 Signatures: 4 Envelope Originator:

Certificate Pages: 6 Initials: 0 Dan Moran

AutoNav: Enabled

Envelopeld Stamping: Enabled Santa Fe, NM 87505 Time Zone: (UTC-07:00) Mountain Time (US & Canada) Dan.Moran@dot.nm.gov IP Address: 164.64.74.26

**Record Tracking** 

Status: Original Holder: Dan Moran Location: DocuSign

Dan.Moran@dot.nm.gov 4/25/2024 11:53:39 AM

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Department of Transportation Location: DocuSign

Signer Events

Signature **Timestamp** DocuSigned by: Sent: 4/25/2024 12:08:02 PM

iohn Newell Je Marel johnp.newell@dot.nm.gov 750CEC1625D488... Assistant General Counsel

**NMDOT** Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 164.64.74.20

**Electronic Record and Signature Disclosure:** 

Accepted: 3/24/2022 10:26:55 AM ID: 5ffaccc7-1a18-413c-837e-7742d33ff5ce

Alan Webber amwebber@santafenm.gov

Mayor

Security Level: Email, Account Authentication

(None) Using IP Address: 63.232.20.2

**Electronic Record and Signature Disclosure:** 

Accepted: 4/29/2024 12:05:30 PM ID: 3ebbd421-b1de-48dd-a6de-9f813e2fca17

Pedro Rael Pedro.Rael@dot.nm.gov

**Division Director** 

NMDOT

Security Level: Email, Account Authentication

(None), Login with SSO

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Ricky Serna Ricky.Serna@dot.nm.gov

Cabinet Secretary **NMDOT** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

DocuSigned by: Alan Webber 160E64737EC8453...

Signature Adoption: Pre-selected Style

DocuSigned by:

Pedro Rael

Signature Adoption: Pre-selected Style

Using IP Address: 174.243.244.63

Signed using mobile

Ricky Sema 5910F8A6255842F

Signature Adoption: Pre-selected Style Using IP Address: 164.64.74.20

1120 Cerrillos Rd.

Viewed: 4/29/2024 11:40:50 AM

Signed: 4/29/2024 11:41:18 AM

Sent: 4/29/2024 11:41:21 AM

Viewed: 4/29/2024 12:05:30 PM

Signed: 4/29/2024 12:05:42 PM

Sent: 4/29/2024 12:05:45 PM

Resent: 5/2/2024 10:37:03 AM

Viewed: 5/2/2024 10:41:06 AM

Signed: 5/2/2024 10:41:20 AM

Sent: 5/2/2024 10:41:24 AM Viewed: 5/2/2024 4:53:02 PM Signed: 5/2/2024 4:53:11 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christina Lucero	CODIED	Sent: 5/2/2024 4:53:15 PM
Christina.Lucero3@dot.nm.gov Purchasing Agent - A NMDOT	COPIED	Viewed: 5/3/2024 7:56:05 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Harris jcharris@santafenm.gov	COPIED	Sent: 5/2/2024 4:53:16 PM
Security Level: Email, Account Authentication (None)	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Garduno	CODIED	Sent: 5/2/2024 4:53:17 PM
jdgarduno@santafenm.gov Security Level: Email, Account Authentication (None)	COPIED	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erin McSherry	CORTER	Sent: 5/2/2024 4:53:18 PM
ekmcsherry@santafenm.gov Security Level: Email, Account Authentication (None)	COPIED	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Emily Oster	COPIED	Sent: 5/2/2024 4:53:19 PM
ekoster@santafenm.gov Security Level: Email, Account Authentication (None)	COPIED	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Nau <b>l</b> t	CODIED	Sent: 5/2/2024 4:53:20 PM
kInault@santafenm.gov Security Level: Email, Account Authentication (None)	COPIED	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John Blair	COPIED	Sent: 5/2/2024 4:53:21 PM
jwblair@santafenm.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/14/2023 5:05:35 PM ID: c8a044f0-dccb-492b-be35-7f20aac5d9aa		

**Carbon Copy Events** 

**Status** 

**Timestamp** 

Sent: 5/2/2024 4:53:21 PM

Kelly Bynon

kabynon@santafenm.gov

COPIED

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:**Not Offered via DocuSign

Witness Events	Signature	Timestamp					
Notary Events	Signature	Timestamp					
Envelope Summary Events	Status	Timestamps					
Envelope Sent	Hashed/Encrypted	4/25/2024 12:08:02 PM					
Certified Delivered	Security Checked	5/2/2024 4:53:02 PM					
Signing Complete	Security Checked	5/2/2024 4:53:11 PM					
Completed	Security Checked	5/2/2024 4:53:21 PM					
Payment Events	Status	Timestamps					
Electronic Record and Signature Disclosure							

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ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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## SAF-24-01-02

Final Audit Report 2025-03-10

Created: 2025-03-07

By: JULIE KENNY (jckenny@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAQAugGHTn464lVd6sCiR57fxdgV4h49Dk

## "SAF-24-01-02" History

Document created by JULIE KENNY (jckenny@santafenm.gov)

2025-03-07 - 4:40:59 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature 2025-03-07 - 4:42:13 PM GMT

Email viewed by klnault@santafenm.gov 2025-03-10 - 2:28:55 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault 2025-03-10 - 2:29:33 PM GMT- IP address: 172.59.0.8

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2025-03-10 - 2:29:35 PM GMT - Time Source: server- IP address: 172.59.0.8

Agreement completed. 2025-03-10 - 2:29:35 PM GMT



## Memo - Grant SAF-24-01\_02

Interim Agreement Report

2025-03-18

Created: 2025-03-12

By: Kelly Bynon (kabynon@santafenm.gov)

Status: Out for Signature

Transaction ID: CBJCHBCAABAA7bO6AYSfnRmBzhm-DglpjLuLoHMz-FI4

#### 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.

### "Memo - Grant SAF-24-01\_02" History

- Document created by Kelly Bynon (kabynon@santafenm.gov) 2025-03-12 10:56:44 PM GMT- IP address: 63.232.20.2
- Document emailed to James Harris (jcharris@santafenm.gov) for signature 2025-03-12 10:58:16 PM GMT
- Email viewed by James Harris (jcharris@santafenm.gov) 2025-03-13 0:31:43 AM GMT- IP address: 174.56.33.188
- Document e-signed by James Harris (jcharris@santafenm.gov)

  Signature Date: 2025-03-13 0:32:23 AM GMT Time Source: server- IP address: 174.56.33.188
- Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-03-13 - 0:32:26 AM GMT

- Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) 2025-03-13 4:12:33 PM GMT- IP address: 104.47.64.254
- Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

  Signature Date: 2025-03-13 4:12:52 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature 2025-03-13 4:12:55 PM GMT



