



**ACTION SHEET**  
**ITEM FROM THE**  
**PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING**  
**OF**  
**MONDAY, JULY 28, 2014**

**ITEM 16**

REQUEST FOR APPROVAL OF A COMBINED APPLICATION AND FINAL AGREEMENT FOR A STATE GRANT IN THE AMOUNT OF \$10,000 WITH A CITY MATCH OF \$1,111 FOR THE PURPOSE OF OBTAINING ITEMS NEEDED TO MAINTAIN THE AIRPORT, INCLUDING BUT NOT LIMITED TO, WIND CONES, PAINT, PAVING MATERIALS AND AIRFIELD LIGHT BULBS

- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (**FRANCEY JESSON**)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 52811.572500**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
<b>CHAIRPERSON TRUJILLO</b>	<b>X</b>		
<b>COUNCILOR BUSHEE</b>	<b>X</b>		
<b>COUNCILOR DIMAS</b>	<b>X</b>		
<b>COUNCILOR DOMINGUEZ</b>	<b>X</b>		
<b>COUNCILOR RIVERA</b>	<b>X</b>		

# City of Santa Fe, New Mexico

# memo

**DATE:** July 28, 2014

**TO:** Public Works Committee

**FROM:** Francey Jesson, Airport Manager 

**VIA:** Jon Bulthuis, Transportation Director 

**ITEM & ISSUE:**

Request for approval of a combined application and final agreement for a State grant in the amount of \$10,000 with a City match of \$1,111 for the purpose of obtaining items needed to maintain the airport, including but not limited to, wind cones, paint, paving materials and airfield light bulbs.

**BACKGROUND & SUMMARY:**

The Santa Fe Municipal Airport is eligible for \$10,000 in State Grant aid annually for purchasing certain items needed to maintain the airport. These items are specific to airfield operations and can include wind cones, paint, paving materials and airfield light bulbs.

The State Grant will require city matching funds of only \$1,111. Therefore the total amount of funds available from this grant will be \$11,111. State grants normally are a 50-50% match, whereas this grant is 90-10%. See attached grant agreement. Airport grant matching funds are available as depicted on the attached Budget Adjustment Request.

**ACTION REQUESTED:**

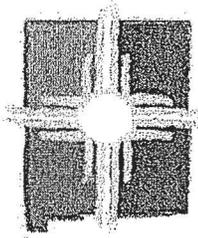
Request for approval of a combined application and final agreement for a State grant in the amount of \$10,000 with a City match of \$1,111 for the purpose of obtaining items needed to maintain the airport, including but not limited to, wind cones, paint, paving materials and airfield light bulbs.

Business unit 32214

DATE

Jul 5, 2014

# STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## AVIATION DIVISION

Sponsor

City of Santa Fe

Respond to:  
NMDOT - AVIATION DIVISION  
PO Box 9830  
Albuquerque, NM 87119  
505-244-1788 phone  
505-244-1790 fax

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

**PROJECT AGREEMENT**

This Project Agreement / Application is between the City of Santa Fe, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**SECTION ONE - PURPOSE**

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at the Santa Fe Municipal Airport

Based on the Sponsor's request, the Division has granted state funding to pay 90 % of the Sponsor's share of all allowable costs for the project.

**Project Description:**

Maintenance Items

The site of development is more particularly described on the property map, attached as "Exhibit A"

**Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.**

**FUNDING**

	STATE	SPONSOR	OTHER	TOTAL
\$	10,000	\$ 1,111	\$ 0	\$ 11,111

ROUND TO THE NEAREST DOLLAR

## SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

## SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail 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 Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division 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.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State 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 share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division 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 satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

#### **SECTION FOUR - DIVISION SHALL**

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

#### **SECTION FIVE - BOTH PARTIES AGREE**

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

## SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

## SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to 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) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **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.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (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.
4. **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.

## SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such 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 of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; 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 to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, 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.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

## **SECTION NINE - COMPLIANCE WITH LAW**

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

## **SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE**

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

## **SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS**

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

## **SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, 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, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto 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. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

## **SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS**

There shall be strict accountability for all receipts and disbursements relating hereto. 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 Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

## **SECTION FOURTEEN - REIMBURSEMENTS**

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. 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. Claims for reimbursement requests shall be completed on a (State) 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 Division 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.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

## **SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

## **SECTION SIXTEEN - TERM**

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

## **SECTION SEVENTEEN - TERMINATION**

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

## **SECTION EIGHTEEN - MERGER**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

## **SECTION NINETEEN - 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.

## **SECTION TWENTY - 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.

## **SECTION TWENTYONE - RATIFICATION AND ADOPTION**

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: \_\_\_\_\_  
Aviation Division Director or  
Designee

By: \_\_\_\_\_  
Cabinet Secretary or  
Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SPONSOR:

City of Santa Fe, NM; Javier Gonzales, Mayor

PRINT NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

OWNER:

CITY OF SANTA FE

\_\_\_\_\_  
JAVIER GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY BRENNAN  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
DIRECTOR  
FINANCE DEPARTMENT

Business Unit/Line Item \_\_\_\_\_

**EXHIBIT B PROJECT COSTS**

GRANTEE City of Santa Fe, NM

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Maintenance Items	\$ 10,000	\$ 1,111		\$ 11,111

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

<b>TOTALS</b>	\$ 10,000	\$ 1,111		\$ 11,111
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Santa Fe Municipal Airport  
 Estimate for supplies - 7/1/14 to 6/30/15

Item	Supplier	#	\$/Ea	Cost
Runway Light Bulbs	Blue Globes	106	6.95	736.70
LED Light Tubes	ADB	17	25.50	433.50
L861 LED Light fixtures	ADB	26	215.00	5,590.00
L861 LED Bulbs	ADB	12	75.00	900.00
Wind sock Bulbs	Big Jo Hardware	51	6.95	354.45
Flail Mower cutting edges	LACAL ent	150	2.95	442.50
Snowplow cutting edges	IMSCO	2	895.00	1,790.00
Cold Mix	LaFarge Materials	5	100.00	500.00
QPR Pavement patch	Dismuke	5	75.00	375.00

Total 11,122.15  
 City of Santa Fe 1,112.22

Note: Grant limit is 10,000

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

# \_\_\_\_\_

DEPARTMENT / DIVISION / SECTION / UNIT NAME TRANSPORTATION/AIRPORT					DATE 07/09/2014		
ITEM DESCRIPTION	BU / LINE ITEM	<small>&lt;--(Finance Dept Use Only)--&gt;</small>			DR	CR	
		SUBSIDIARY	SUBLEDGER	DR / (CR)			
Remodeling & Replacement	52811.572500			DR	10,000		
Remodeling & Replacement	52811.572500	0112900		DR	1,111		
				CR			
				CR			
Operating Transfers In	51811.600100	0112900	3214	CR		1,111	
Operating Transfers Out	32214.700100	0112900	5811	DR	1,111		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>					<b>TOTAL</b>	\$ 12,222	\$ 1,111

State DOT grant for Misc Maintenance items

Local Match 10%

<p>Halona Crowe Prepared By _____ Date <u>7/14/14</u></p> <p><u>Thomas J. ...</u> Division Director _____ Date <u>7/9/14</u></p> <p><u>...</u> Department Director _____ Date <u>07/10/14</u></p>	<p><b>CITY COUNCIL APPROVAL</b></p> <p>City Council Approval Required <input type="checkbox"/></p> <p>City Council Approval Date <input type="checkbox"/></p> <p>Agenda Item #: <input type="checkbox"/></p>	<p><u>Carl ...</u> 7/30/14 Budget Officer _____ Date</p> <p><u>...</u> 7/30/14 Finance Director _____ Date</p> <p><u>...</u> City Manager _____ Date</p>
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