





City of Santa Fe, New Mexico

Memorandum



DATE: September 26, 2025

TO: Public Works & Utilities, Finance Committee, & Governing Body

FROM: Jimmy Gunn, Interim Airport Director 
Kelly Bynon, Administrative Manager 

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) In the amount of \$510,214 to Increase the Repairs & Maintenance and Professional Contracts using FY26 Available Airport Revenue in excess of Budgeted Expenditures.

(Jimmy Gunn, Interim Airport Director jdgunn@santafenm.gov; Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

These monies will be utilized to fund various necessary projects at the airport that were not taken into account during budget time for FY26.

We are requesting an increase of \$335,000 in the Repairs & Maintenance account (5456050.520200) for the following projects:

1. \$120,000 for necessary electrical repairs on the runway
2. \$165,000 for necessary fence repairs
3. \$50,000 for an on call contract for snow removal

We are also requesting an increase of \$175,214 in the Professional Contracts account (5456050.510300) for work that began in FY25 but was not completed by June 30, 2025. The Santa Fe Airport will need to reopen PO#22505437 for Kova, Corp.

COMMITTEE REVIEW

Public Works: 10/20/2025

Finance Committee: 10/27/2025

Governing Body: 10/29/2025



Purchase Order

Fiscal Year 2025

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PURCHASING OFFICE
PO BOX 909
SANTA FE, NM 87504-0909
www.santafenm.gov

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22505437 - 01**

Payment Terms: Net 30


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KOVA, CORP.
KOVA, CORP.
102 E BAY AVE
MANAHAWKIN
NJ
MANAHAWKIN, NJ 08050
Email: SALES@KOVACORP.COM

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SANTA FE MUNICIPAL AIRPORT
121 Aviation Dr
SANTA FE, NM 87507
Email: sfgallegos@santafenm.gov

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
7722090604				12506210		Sebastian Gallegos	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
04/30/2025	10723				General Government		
Item#	Description/PartNo			QTY	UOM	Unit Price	Net Price
1	ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Crash phone system for Air Traffic Control Tower for Santa Fe Regional Airport Contract # 3250565 GSA Contract GS-35F-011BA Item # 25-0152 jestout jestout@santafenm.gov for Sebastian Gallegos Commodity Code: 28782 Transmitters, Emergency Alarm Type, Including Equipment Operation Status Reporting ***** GL SUMMARY ***** 5456050 - 510300 \$175,213.18			1.0	EACH	\$175,213.18	\$175,213.18

By: 
Purchasing Officer, CPO

Total Ext. Price	\$175,213.18
PO Total	\$175,213.18



City of Santa Fe
Purchasing Office
P.O. Box 909
Santa Fe, NM 87504-0909
www.santafenm.gov

PURCHASE ORDER

Terms and Conditions

TERMS, CONDITIONS, and INSTRUCTIONS:

Payment Terms if not otherwise specified: Net 30

Acceptance of this Purchase Order (PO) with the stated terms, conditions, and prices constitutes a legally binding contract. No changes, substitutions, or price variance will be allowed without prior authorization from the Purchasing Office.

The PO number must appear on all invoices, packing slips, bills of lading, etc.

Delivery of materials or services will not be recognized unless supported by a PO. The delivery address, unless otherwise specified, is listed on the first page of this PO.

PO valid for the current fiscal year, unless otherwise specified.

Submit all invoices/bills and statements to the ordering Department (listed as the "Ship To" address). If you do not receive a response within 7 business days, resubmit the invoice to the City of Santa Fe, Accounts Payable Division, accountspayable@santafenm.gov and copy the ordering department.

This PO represents the entire agreement between the City of Santa Fe ("City") and the vendor listed ("Vendor") on the PO unless a separate executed contract exists. In cases of any discrepancy between the PO and a contract, the terms and conditions of the written and signed contract shall prevail. The terms and conditions herein supersede any variance with the terms and conditions of any order submitted by the City.

TERMINATION:

- A. **Grounds:** The City may terminate this PO for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this PO based upon the City's uncured, material breach of this PO.
- B. **Notice:** City Opportunity to Cure.
- 1) Except as otherwise specified, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this PO upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this PO may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this PO, the Contractor is suspended or debarred by the City; or (iii) the PO is terminated pursuant to termination of a contract.

Vendor shall not be held liable for failure to provide materials or render services due to strikes, floods, fires, or other causes beyond its control ("force majeure"). The City shall be promptly notified in writing upon the occurrence of such conditions, and the City shall determine if the cause is justified.

The term "this agreement" includes all procurement documents and any future written amendments, modifications, or supplements made in accordance herewith.

CHANGES/AMENDMENTS:

Vendor will accept no changes to this PO, such as verbal instructions or red line drawings, unless authorized in advance by the City's Purchasing Division through a PO change order or in writing.

COMPLIANCE WITH LAWS:

Vendor represents and warrants that the performance of this PO and the furnishing of goods and services shall strictly adhere to all applicable standards, provisions, and stipulations of federal, State of New Mexico, and local laws, rules, regulations, and ordinances.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:

In accordance with the New Mexico Human Rights Act, NMSA 1978 sec. 47-7C-1 et seq., Vendor agrees not to refuse or otherwise limit or put conditions on services to a person because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition, or spousal affiliation.

LIENS, CLAIMS, AND ENCUMBRANCES:

Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or security interests of any kind.

WARRANTY:

Vendor warrants to City that such goods will materially conform to the specifications set forth in procurement, the contract, previous agreement, and/or published specifications in effect as of the date of delivery/acceptance and be free from material defects in material and workmanship. Warranties offered must be equal to or greater than the warranties offered in the industry.

REJECTION:

All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting from nonconformity to the terms and specifications of the contract, whether held by City or returned, will be at the Vendor's risk and expense. The City reserves the right to reject, at the Vendor's expense, any goods or materials that do not meet the specified requirements outlined in the PO.

PACKING AND SHIPPING INSTRUCTIONS:

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to repay all shipping charges. The City reserves the right to refuse any C.O.D. shipments. If an approved shipping charge is authorized by the City, then it will appear as a separate line item on this PO.

CASH DISCOUNTS AND PRICE PROTECTION:

If entitled, the City's computation period for a cash discount starts on the date of delivery or receipt of a correctly completed invoice, whichever is later. In cases where an adjustment in payment is necessary due to damage, the cash discount period starts on the date final approval for payment is authorized. If a discount is part of the contract, and the invoice does not reflect the existence of a cash discount, the city is entitled to a cash discount with the period commencing on the date the city determines that a cash discount applies.