



AGENDA

BUCKMAN DIRECT DIVERSION BOARD
AUGUST 05, 2021 AT 4:00 PM
ATTEND VIRTUALLY



SPECIAL PROCEDURES FOR BUCKMAN DIRECT DIVERSION BOARD MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Buckman Direct Diversion Board meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/96720844501?pwd=a0pKbkZXZFZGLzVncEZIRIJRNVNudz09>

Passcode: 141109

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 - Webinar ID: 967 2084 4501 - Passcode: 642202**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during the Public Comment section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/96720844501pwd=a0pKbkZXZFZGLzVncEZIRIJRNVNudz09>

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **MATTERS FROM THE PUBLIC:**

To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number. To provide written comment please email Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of meeting, emails must identify the submitting party's name. These comments will be distributed to the Board for review prior to the meeting and placed in the minutes of the meeting.

5. **APPROVAL OF CONSENT AGENDA**
6. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the July 1, 2021 Buckman Direct Diversion Board Meeting.
7. **PRESENTATION/INFORMATIONAL ITEMS**
 - a. Monthly update on the BDD Operations. (Randy Sugrue, BDD Operations Superintendent, rcsugrue@santafenm.gov, 955-4501)
 - b. Report from the Facilities Manager, (VERBAL) (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507)



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- c. Report on August 3, 2021 Fiscal Services Audit Committee (FSAC) (VERBAL)(Antoinette Armijo-Rougemont, BDD Accounting Supervisor, amarmijo@santafenm.gov, 955-4506)
- d. Update on Wild Earth Guardians Notice of Intent to Sue (US Fish & Wildlife, US Bureau of Reclamation, State of NM, Middle Rio Grande Conservancy District) for violations of the Endangered Species Act, VERBAL (Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4507; Kyle Harwood, BDD Counsel, kyle@egolflaw.com, 986-9641).
- e. Update on NM Environment Department v US Department of Energy, Case 1:21-cv-00278-KG-JFR (VERBAL)(Kyle Harwood, BDD Counsel, kyle@egolflaw.com, 986-9641)

8. ACTION ITEMS: CONSENT

- a. Request for approval of Professional Services Agreement with Alpha Southwest Inc. in the amount of \$253,833.30 plus NMGRT to install a new pump. (Jason Valencia, BDD Maintenance Superintendent, jfvalencia@santafenm.gov, 955-4517; Rick Carpenter, BDD Facilities Manager, rrcarpenter@santafenm.gov, 955-4506)
- b. Request for approval to re-authorize forward unexpended funds approved by the BDDB from the BDD Major Repair and Replacement Fund from FY2021 to FY2022. (Antoinette Armijo-Rougemont, BDD Accounting Supervisor, amarmijo@santafenm.gov, 955-4506) 1) Budget Amendment Resolution (BAR) for \$2,315,577.05
- c. Request for approval to carry forward \$310,000 of unexpended funds from the FY2021 Operating Budget to the FY2022 Operating Budget to be utilized as authorized by the BDD. (Antoinette Armijo-Rougemont, BDD Accounting Supervisor, amarmijo@santafenm.gov, 955-4506) 1) Budget Amendment Resolution (BAR) for \$310,000.00
- d. Request for approval of Purchase with Malloy to purchase a Replacement Truck out of the Major Repair and Replacement Fund in the amount of \$75,402.00 (Jason Valencia, BDD Maintenance Superintendent,



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jvalencia@santafenm.gov; Rick Carpenter, BDD Facilities Manager,
rccarpenter@santafenm.gov, 955-4507)

9. **MATTERS FROM THE BOARD**

10. **NEXT MEETING: Thursday, September 2, 2021 at 4:00 PM**

11. **ADJOURN**

12. **EXECUTIVE SESSION**

- a. In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1 (H)(7), discussion pertaining to threatened or pending litigation in which the BDD Board is or may become a participant, specifically: In the Matter of: Proposed Amendments to Standards for Interstate and Interstate Waters, 20.6.4 NMAC, Water Quality Control Commission No. 20-51 (R); and Formal Protest of Application RG-00485-S-6 AND -S-7; RG-00486, RG-00486-S, RG-00486-S-2, -S-3 and -S-4; RG-00487, RG-00487-S, -S-2, -S-3, and -S-4; RG-00488, SP-01503, and SP-01802, 01802 Amended, 01802-B and -C for Permit to Divert 679 acre-feet per year for uses at Los Alamos National Laboratory, Municipal and Industrial Uses, Office of State Engineer Hearing Unit.(Kyle Harwood, BDD Legal Counsel, kyle@egolflaw.com, 946-9641)

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

MINUTES OF THE
THE CITY OF SANTA FE & SANTA FE COUNTY
BUCKMAN DIRECT DIVERSION BOARD MEETING

July 1, 2021

1. This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Commissioner Anna Hansen, Chair, at approximately 4:00 p.m.

In accordance with the Public Health Emergency Order issued by the State of New Mexico, and pursuant to the New Mexico Attorney General's Open Government Division Advisory during COVID-19, public entities are authorized to conduct virtual meetings. All votes were conducted by roll call.

[For clarity purposes, repetitive identification and confirmations of those on the line and whether muted or not have been eliminated and/or condensed in this transcript.]

2. Roll was called and the following members were present:

BDD Board Members Present:

Commissioner Anna Hansen, Chair
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Commissioner Anna Hamilton
J.C. Helms, Citizen Member
Tom Egelhoff, Las Campanas [non-voting]

Member(s) Excused:

None

BDD Board Alternate Members Present:

Peter Ives, Citizen Alternate

Others Present:

Rick Carpenter, BDD Facilities Manager
Nancy Long, BDD Legal Counsel
Randy Sugrue, BDD Operations Superintendent
Bernardine Padilla, BDD Public Relations Coordinator
Jamie-Rae Diaz, City Administrative Assistant
Jason Valencia, BDD Maintenance Supervisor
Antoinette Armijo-Rougemont, Financial Manager
Monique Maes, BDD Contract Administrator
Jesse Roach, City Water Division Director
Sara Smith, Santa Fe County

Other Present (cont.):

Greg Shaffer, County Attorney
Marcos Martinez, City Assistant Attorney
John Dupuis, County Utilities Director
James Bearzi, Glorieta Geoscience
David Frost, Snell & Wilmer Law Firm

3. APPROVAL OF AGENDA

CHAIR HANSEN: I want to pull a couple of things off of the Consent Agenda. I would like to pull h and i off of the Consent Agenda. I am wondering if there are any other changes from Rick or from staff or – Commissioner Hamilton.

COMMISSIONER HAMILTON: On my agenda, there are eight action items but nothing listed under consent; is that wrong?

CHAIR HANSEN: It says, Approval of Consent Agenda on item 6. And then item 8 is consent.

COMMISSIONER HAMILTON: Thank you, I didn't catch that.

CHAIR HANSEN: Any change from staff?

RICK CARPENTER (BDD Facilities Manager): Madam Chair, there are no changes from staff. I was going to suggest moving the budget item, but you did that already. Thank you.

CHAIR HANSEN: So h and i will move under Action Items: Discussion and Action.

COMMISSIONER HAMILTON: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER HAMILTON: I actually had a question about 4.c and d because I wasn't clear about – it's a simple question if that is allowable to answer the question before we vote on that.

CHAIR HANSEN: You're talking about 8; Action Items?

COMMISSIONER HAMILTON: Yes.

CHAIR HANSEN: And you have a question about the –

COMMISSIONER HAMILTON: The two on Alpha Southwest.

CHAIR HANSEN: Okay, if they're not large questions we can just leave them on consent and you can ask your question during that time, if that's okay with the rest of the Board.

COUNCILOR ROMERO-WIRTH: Don't you have to pull it in order to ask questions? I think you do.

NANCY LONG (BDD Board Counsel): Madam Chair, we're not to that item yet, Approval of Consent Agenda, so –

COMMISSIONER HAMILTON: Oh, I see.

CHAIR HANSEN: I know we're just deciding whether to pull something off. At our meeting at the County Commission people can ask questions about items on consent but then they stay on consent. I am agreeable to either way, Commissioner Hamilton, I'm just going to pull them. I'll pull items c and d; is that you wanted to ask questions about?

COMMISSIONER HAMILTON: Yes, Madam Chair, because they seem to be related and they are just little technical questions so it will go quick.

CHAIR HANSEN: Okay. So we're going to pull those two also to make everyone happy. And then what is the pleasure of the Board?

COUNCILOR ROMERO-WIRTH: Move to approve as amended.

COUNCILOR VIGIL COPPLER: Second.

The motion passed by unanimous [5-0] roll call vote.

4. APPROVAL OF MINUTES: June 3, 2021

CHAIR HANSEN: I have one change. On page 4, it is down under – first it is myself speaking and then Commissioner Hamilton and then Randy Sugrue and then it says Commissioner Hamilton and I believe that should be Chair Hansen and I am calling on Commissioner Hamilton.

That's all I had. Are there any other changes from anyone? Hearing none, what is the pleasure of the Board?

COUNCILOR VIGIL COPPLER: Move to approve

COMMISSIONER HAMILTON: Second

CHAIR HANSEN: With changes?

COUNCILOR VIGIL COPPLER: As amended.

The motion passed by unanimous [5-0] roll call vote

5. MATTERS FROM THE PUBLIC

CHAIR HANSEN: Is there anyone from the public who would like to address the Board?

JAMIE-RAE DIAZ (Administrative Assistant): Madam Chair, I did not receive any notice of matter from the public today.

CHAIR HANSEN: Okay, thank you very much, Jamie-Rae. With that I will close Matters from the Public and move to Consent.

6. APPROVAL OF CONSENT AGENDA

MR. HELMS: So moved.

CHAIR HANSEN: Thank you, Mr. Helms.

COMMISSIONER HAMILTON: Seconding assuming that we're approving the Consent Agenda minus the items that were taken off.

CHAIR HANSEN: Exactly.

The motion passed by unanimous [5-0] roll call vote.

COUNCILOR ROMERO-WIRTH: Madam Chair.

CHAIR HANSEN: Yes.

COUNCILOR ROMERO-WIRTH: I don't think that we were recording the meeting when you identified the items to pull from the agenda and if anybody looks back later, it might be helpful to know which items were pulled.

CHAIR HANSEN: Okay, thank you for pointing that out. The items on consent that have been pulled are items c, d, h and i and we will discuss those under 9, Action Items, Discussion and Action.

CONSENT ITEMS

- a. **Request for Approval of BDD Water Treatment Chemical ITB 21//39/B to award multiple vendors for a total amount of \$426,281.00 operations of chemical treatment**
 - b. **Request for approval of Amendment No. 2 to Professional Services Agreement Item 18-048 with ALS Group U.S. Corp to extend the term to June 30,2022 and increase compensation by \$90,000.00 plus applicable gross receipts tax to provide laboratory analysis service**
 - c. Removed [See page 7]
 - d. Removed [See page 7]
 - e. **Request for approval of award to Daniels Insurance Inc. for Property and Casualty Insurance Broker/Agent of record, RFO '21/36/P to provide BDDDB required insurance**
 - f. **Request for approval of Amendment No. 2 to Professional Services Agreement #20-0546 with TLC Company, Inc. to extend the term to June 30, 2022 for Amendment No. 3 to the Legal Services Agreement 19-0246**
 - g. **Request for Approval of Amendment No. 4 to the Legal Services Agreement 19-0426 for board counsel and legal services with Long, Komer Associates, P.A. in the amount of \$249,000 plus applicable gross receipts tax and to extend the term to June 30, 2022**
 - h. Removed [See page 9]
 - i. Removed [See page 12]
7. **PRESENTATION/INFORMATIONAL ITEMS**
- a. **Monthly Update on BDD Operations**

CHAIR HANSEN: Randy Sugrue.

RANDY SUGRUE (Operations Superintendent): Thank you, Madam Chair and members of the Board. My BDD operations report is on BDD operations for the month of June.

Our raw water diversions for the month averaged about 10.27 million gallons per day. Drinking water deliveries through our Booster Stations 4A/5A averaged 8.52 million gallons per day. Las Campanas diversions averaged about .76 million gallons per day. And our onsite treated and non-treated water storage averaged just under a million gallons per day. Therefore, the BDD provided about 63 percent of the water supply to the City and County for the month. You can see in our graph that our diversions, again, are significantly above our average this year. So much so, that this trend above average diversions – I added a note for comparison sake showing our spring time diversions for

April, May, June and July from last year compared with our diversions for April, May, June and not yet July, of course, for this year and you can see for April our diversions for this year were almost 80 million gallons greater than the previous year. For May, again, about 80 million gallons more than the previous year and for June close to 100 million gallons more than the previous year. So we're pleased and proud to be able to provide this water and glad that even with the mechanical issues and such that we are struggling with, we have been able to keep up with what we are asked to provide. So I'm very proud of that fact. Our regional demand drought summary on page two shows that approximately in June, City-County demand was about 14.5 million gallons per day. Rio Grande flows for June averaged about 750 cubic feet per second so the Rio Grande is holding out for now very well. Our storage graph shows that we still have in the vicinity of 13,000 acre-feet in storage of SJ-C water and our ENSO summary continues to state that it's essentially neutral, La Niña/El Niño season at this time. Then on page 3, we have the summary of this year's diversions that SJ-C, etc. So I stand for any questions.

CHAIR HANSEN: Are there any questions from the Board?

Commissioner Hamilton.

COMMISSIONER HAMILTON: So what's up with the higher demand?

MR. SUGRUE: It may be Covid related somewhat. Also we have been maximizing our surface water use. We have rested our wells as much as possible and our ground water resources so that they are always there as insurance when we need them. But surface water we have access to a large amount of surface water rights and native water rights through the County so we are maximizing those as much as possible, BDD and Canyon Road as well.

COMMISSIONER HAMILTON: That's great but weren't we trying to rest the wells by doing the same strategy last year as well?

MR. SUGRUE: I would agree with that.

COMMISSIONER HAMILTON: So, but, this year's demand is way higher. I mean it is just curious. If I were sitting around having coffee with you –

MR. SUGRUE: I appreciate the difference. I think part of the answer to that as well would be the BDD is taking a bigger chunk of the water production. Canyon Road is cut back this year. They're planning on some major rehab work on the reservoirs, so they have kept their reservoir somewhat lower. And of course in-flow into our reservoirs was somewhat reduced because of moderate snowfalls and unfortunately not much rain earlier in the spring.

COMMISSIONER HAMILTON: Thanks.

CHAIR HANSEN: I thank you, Commissioner Hamilton. Member Ives.

MR. IVES: Thank you, Madam Chair. Yes, I was just curious what those reservoir levels were at this point and what the in-flow rate has been in this past week given the monsoons.

MR. SUGRUE: You know, I apologize, Member Ives, I don't have that Canyon Road information at my fingertips. We can certainly look into that and I may be able to shoot you an email with that information.

MR. IVES: That would be great. I am curious.

MR. SUGRUE: Very good.

MR. IVES: Thank you.

MR. SUGRUE: You are welcome.

CHAIR HANSEN: I think that we're all curious with what the levels are.

MR. SUGRUE: I would be happy to disseminate that information.

CHAIR HANSEN: That sounds great. Any other questions from anybody? Okay, seeing none, I'll be move on.

7. b. Report from the Facilities Manager

MR. CARPENTER: Thank you, Madam Chair and members of the Board, good afternoon. I only have one item to update the Board on. It is with pleasure. I would like to introduce Antoinette Armijo to the Board. She is the newest member of the BDD team. She comes on as our accounting supervisor replacing Mackie Romero. That was a big void to fill. You all have received her bio earlier today so you are probably familiar with that. Just real briefly: she has a lot of experience with the City of Santa Fe and the County of Santa Fe and brings that to the table as well as having worked with the courts. She started on Monday and hit the ground running and hasn't looked back ever since. We are happy to have her and welcome her to our team. Antoinette, if you'd like to address the Board briefly.

ANTOINETTE ARMIJO-ROUGEMONT: I am appreciative of the opportunity to join your team and I look forward to working with the Board and all of the staff members and learning more about the facility. I'm happy to be here and I have a lot to learn and I'm thankful that Mackie is onboard to train me through this process.

CHAIR HANSEN: We are grateful that you have joined our team. Welcome and thank you. I look forward to meeting you in person.

MS. ARMIJO-ROUGEMONT: Thank you.

COUNCILOR ROMERO-WIRTH: Madam Chair.

CHAIR HANSEN: Yes, Councilor.

COUNCILOR ROMERO-WIRTH: Rick, I did not get her bio. Was that in the packet or emailed?

MR. CARPENTER: No, Councilor, it was a separate email. We'll go ahead and double-check the addresses that were included and if you were excluded, I apologize and we'll get that out to you.

COUNCILOR ROMERO-WIRTH: That would be great. And, Antoinette, how do you pronounce your last name and do you use both last names?

MS. ARMIJO-ROUGEMONT: It's Armijo-Rougemont and yes, I do use both last names although it is not legal. Only Armijo is legal but Rougemont is my married name so I use it hyphenated.

COUNCILOR ROMERO-WIRTH: So, you would like us to refer to you by both names?

MS. ARMIJO-ROUGEMONT: Yes, please.

COUNCILOR ROMERO-WIRTH: Okay, I have that same thing so I just thought I'd ask. Thank you, Madam Chair. And welcome Antoinette or Ms. Armijo-Rougemont.

MS. ARMIJO-ROUGEMONT: Thank you so much.

CHAIR HANSEN: I don't know if I received the email either. I just need to check. I see that Councilor Vigil Coppler also has her hand raised.

COUNCILOR VIGIL COPPLER: Thank you, Madam Chair. I just unmute and unfortunately my dog decides to bark, so I apologize. Let me say that the email went out under Bernardine Padilla's email. If you look, you might find it there. Secondly, I would also like to welcome Antoinette Armijo-Rougemont. I do know that she has a great deal of experience not only with the City and the County but I also worked with Antoinette at the First Judicial District Court where she displayed an enormous amount of professionalism, so she's got judicial background as well. And I'm very pleased that the BDD has hired Antoinette. I think it's going to be a good thing for BDD and I think it's going to be a good thing for Antoinette. So, Antoinette, welcome aboard and I'm glad to see you on the big screen.

MS. ARMIJO-ROUGEMONT: Thank you so much.

COUNCILOR VIGIL COPPLER: Thank you, Madam Chair.

CHAIR HANSEN: Thank you, Councilor Vigil Coppler. Any other comments from anyone? Rick?

MR. CARPENTER: Madam Chair, I have no further items.

7. c. Report on returning to in-person public meetings of the Buckman Direct Diversion Board

MR. CARPENTER: Yes, Madam Chair and members of the Board. I think the City is working its way through how to come back into the work portion in some form. I think the dates are starting to solidify. My hope and goal is to start having some form of in-person meetings at the August Board meeting. Whether that it is the Board members and staff or maybe staff is on Zoom still, I'm not sure. But we'll work that out between now and then. But that's my goal and my hope. I'll work with City and County management to meet in-person in some form as soon as possible.

CHAIR HANSEN: That would be great. Our next meeting isn't until August 4th I believe so that gives us a good four-and-a-half-weeks at least and hopefully since the City is meeting in person and hopefully we can meet in the chambers also with vaccinated people. I think that's how we're doing it at the County. People have to show their vaccine card to enter the building and otherwise they have to be masked. Any other comments from anybody else?

9. ACTIONS ITEMS: DISCUSSION AND ACTION

CHAIR HANSEN: Okay, we have Consent items first.

- 8. c. Request for approval of Amendment No. 6 to the BDD Raw Water Pump Project Agreement #16-0769 with Alpha Southwest, Inc. to extend term to June 30, 2022**
- d. Requests for approval of Amendment No. 2 to Professional Services Agreement 19-0301 with Alpha Southwest, Inc. in the amount of 30,000 plus applicable gross receipts tax and to extend the term to June 30, 2022 to provide on-call emergency repair services**

CHAIR HANSEN: Commissioner Hamilton, you had a question on items c and d.

COMMISSIONER HAMILTON: Yes. I just wanted to get clarification because it looked to me that the amendment c, was just a time extension or – it was just confusing to be able to terminate the extension and then it was called amendment 6.

MR. CARPENTER: Yes, Madam Chair. They are both Alpha Southwest. The raw water lift station amendment number 2, that is a term extension. And then item d, that is –

COMMISSIONER HAMILTON: Yeah, that's an addition.

MR. CARPENTER: Yes, that is an on-call. They are different contracts.

COMMISSIONER HAMILTON: That was going to be my question. I wanted it clarified because of the amendment numbering.

MR. CARPENTER: I thought that might be a little confusing. They are different contracts for different purposes.

COMMISSIONER HAMILTON: Okay, so, that's great. No problem with that. And just the wording to go to extinction because when I read c, the term extension it looked like in the way it was presented that the term already was due 2022 or whatever and so – is this just changing the wording in the contract? It's not a problem. I just was really confused.

MR. CARPENTER: Madam Chair, we can extend the term. Those are valuable services that Alpha provides. There is really no other game in town.

COMMISSIONER HAMILTON: You know, it's great to extend it – I just don't understand what the extinction terminology was.

MONIQUE MAES: Madam Chair, I can provide a clarification.

CHAIR HANSEN: Okay, thank you. I'm going to call on Monica.

MS. MAES: It's Monique Maes.

CHAIR HANSEN: Monique, I'm sorry.

MS. MAES: Amendment 6 for Alpha Southwest is just to extend the term. It's for turbine pumps – the budget is going to rollover so there is no dollar amount and that's the term of that contract.

COMMISSIONER HAMILTON: Okay, that's great. That was my whole question. Thanks very much. I get it.

CHAIR HANSEN: Okay, and then d, Commissioner Hamilton.

COMMISSIONER HAMILTON: That got answered. I just wanted to clarify because the amendment number was a little confusing. It is two separate contracts and Rick answered that. Thank you.

CHAIR HANSEN: Okay, would you like to make a motion to approve these two items.

COMMISSIONER HAMILTON: Sure. I'd like to make a motion to approve items 8.c and d, that had been on the Consent Agenda.

COUNCILOR ROMERO-WIRTH: Second.

CHAIR HANSEN: Motion by Commissioner Hamilton and second by Councilor Romero-Wirth.

The motion passed by unanimous [5-0] roll call vote.

8. h. Request formal adoption of the Fiscal Year 2022 Annual Operating Budget in the amount of \$8,842,711 plus \$626,706. In contributions to Major Repair and Replacement Fund

CHAIR HANSEN: I just felt that item h is our annual operating budget and I felt that we should approve that as a separate item and allow for any questions or issues that arise from that and give Antoinette an opportunity if she would like to say anything also. So we are on 8.h, the budget.

MR. CARPENTER: Madam Chair, if I could provide some introductory comments for clarification for the Board.

CHAIR HANSEN: That would be fantastic, thank you.

MR. CARPENTER: So this item is required by the Joint Powers Agreement. If you recall that was the original agreement that created the BDD and it requires that the BDD prepares its own budget and recommend that budget for approval and pass that along to the City and the County for formal approval by those governing bodies. And once that has happened, which it has, the JPA requires that that approved budget come back to the Board a second time for formal approval. I call it ratification. But it's a process and is something that we do every year. If the Board members were wondering why it has shown up again after you've already approved it, it's just that it is a requirement of the JPA.

CHAIR HANSEN: Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you. So the numbers that we're seeing in this budget are the same that we had approved a month ago or whenever it was?

MR. CARPENTER: We can't make any changes once it has been approved.

COMMISSIONER HAMILTON: So the overage that is being transferred – I actually thought it was 180 or whether it's a 180 or 160 for electricity, that is not reflected in these budget numbers for the line item for electric – that's almost 14 percent different.

MR. CARPENTER: Commissioner, Madam Chair, the overall budget numbers have not changed. I've been working with Mackie Romero and now Antoinette and she's only been onboard briefly, to find that money within the budget not in addition to the budget. There is some detail provided in the memo on the PNM bill when we get to discussing that that gets to that.

But we are not as staff requesting for additional funds to the budget that was already approved.

CHAIR HANSEN: What I understand is that item i is on this last year's budget and does not affect the budget that we are approving right now.

MR. CARPENTER: That is correct, Madam Chair.

COMMISSIONER HAMILTON: Would you mind explaining that –

MR. CARPENTER: I misspoke. I am sorry. What you have approved and what's on the budget now is this upcoming fiscal year. The PNM item is we have invoices that I think are from May and now June that exceeded what we had planned for in that PNM line item. So we've gone back into that budget to move those funds and pay those bills.

CHAIR HANSEN: But we're working off of last year's budget not our new budget.

MR. CARPENTER: We are confusing budgets. So the budget for this item that we're discussing now is for the upcoming fiscal year. That is what the Board had already approved starting July 1st today.

CHAIR HANSEN: It does concern me that we're going to have to move money from the 2021 budget and we have not allocated additional money for electric out of the 2022 because we are seeing a shortfall. So that is one of the things that is concerning.

MR. CARPENTER: Madam Chair, I understand your concern and we've had some discussion about this. We were required to maintain a flat budget from last fiscal year to this fiscal year. So that's what we have done for the coming fiscal year – it's a flat budget. We'll see, hopefully, we have projected the upcoming invoices from PNM for the upcoming year correctly, we'll see what nature has in store for us specifically. If we have to produce more water then we'll use more electricity. That's just the way it's going to be.

CHAIR HANSEN: And it looks and appears that we are doing that. Commissioner Hamilton.

COMMISSIONER HAMILTON: I just want to say for the record that you are not required to maintain a flat budget by the Board. I agree that it is the overage from last year suggests that we really did need to put contingency for electric this year.

MR. CARPENTER: Commissioner, Madam Chair, we were asked to produce a flat budget.

CHAIR HANSEN: By the City.

MR. CARPENTER: By the City.

CHAIR HANSEN: Not by the Board.

MR. CARPENTER: The minute will reflect that we had those discussions at those Board meetings.

CHAIR HANSEN: That was part of the reason that I felt it was important to talk about the budget right now because we are producing more water and even though we cannot change the budget for year 2022 – I always get confused about the years that we are talking about – but I am talking about the budget starting today and I'm calling out the budget for 2022. I am concerned that this new budget does not have additional resources for electric from PNM as we produce more water and so therefore we will once again be needing to do a BAR adjustment. Councilor Vigil Coppler.

COUNCILOR VIGIL COPPLER: Thank you, Madam Chair. I have one comment and one question. So when these solar panels are installed or I don't even know where we are with that project but we talked about it a lot, aren't we suppose to save on electricity that way?

CHAIR HANSEN: I'm hoping that we are. I have that same question. But we can ask Rick.

COUNCILOR VIGIL COPPLER: What's the status of that project, Rick?

MR. CARPENTER: Madam Chair and Councilor, the project is still kind of in its infancy. We, at the City, just paid the BLM a fee to get their process rolling. I don't believe any permits have been required, if so, they're still in the beginning stages. It's not a project that BDD staff is working on. But it's a long way I believe to coming to

fruition. I don't think we'll use less electricity to get to the first part of your question. It's just hopefully we'll use electricity from a different source, in this case renewable power. But I see that Dr. Roach is on the call and he may have more up to date information on that project than I do.

JESSE ROACH (City Water Division Director): Madam Chair, members of the Board, Rick's answer was quite good. I don't know when they'll be breaking ground. And to your other question, ultimately there will be savings but I don't think we can rely on savings in the short-term because the idea is to pay the capital costs with the initial savings.

COUNCILOR VIGIL COPPLER: Okay, thank you. I guess, I hope we would see some light at the end of the tunnel with that but it sounds like it's not going to be available to help us in fiscal year 2022. Obviously, we have to have some kind of contingency for that.

My comment overall about the BDD budget is that I just want to state that this the BDD budget is under the purview of the BDD Board and we make the decisions about the budget. It is a fund which was created by funds appropriated from the City and from the County and of course we have our other partners, Las Campanas and – am I missing something? We seem to get caught up in the quagmire of this organizational chart that we have. I just want to remind the Board, when I was chair we did for the first time go before the City Finance Committee during budget hearings to emphasize that the monies that we needed, the monies that we received from both the County and the City and that once those are approved the Board has the final say-so over budget development and budget expenditures.

I think we need to keep reminding, especially the City, because for some reason we have had some requests recently denied which are not under the purview of the City. There still seems to be some education of some sort that needs to go on to make this point: that this Board is the final authority and it has the authority through our chair and through our director to make decisions that involve budget expenditures whether they be operational costs or human resources decisions – especially human resource decisions and that that is only under our purview. And, Madam Chair, we've had a discussion about this recently and if the measures that you have take to resolve this aren't acceptable, then I would encourage you to have a meeting with the City Manager and those in utilities to go over the organizational chart and the Joint Powers Agreement and the powers of this Board. Recently, in the last few months I did have a similar meeting. As you know, I'm chair of the Solid Waste Management Board and I think it's just a matter of sitting down and having a discussion to make things understandable and so far it seems like maybe that has worked but for some reason it is breaking down on this Board. I just want to express that as a Board member that we do have a Joint Powers Agreement and that we all represent different organizations but when we are here, we are here as board members and we have to neutralize the ties that we have in our specific organizations. We don't have that working operationally down the chain of command. It's still not as smooth as it should be and I think it is causing some damage to our workforce. They are the ones that are feeling this rather than this Board. I believe it has to do with our Executive Director and while he does report to this Board, there seems to be a pulling of his authority into the City and getting caught up in that and I just think

that it's not right because if this Board were disbanded and we didn't need water – then we wouldn't have Rick Carpenter, none of that would exist.

So this Board serves at the pleasure of the Joint Powers Agreement and its contents therein and that's what we all have to remember. And one person can't serve two bosses and Rick Carpenter reports to the Chair and that is how we need to continue to emphasize this. We don't often see any interference from the County that I know of but I'm feeling it and seeing it from the City. I don't know what it is but it's a breakdown and it's happening and it's affecting staff and don't think we need that.

I thank you, Madam Chair, for doing your best to now address it and address it early on and I support you.

CHAIR HANSEN: Thank you, Councilor Vigil Coppler. I think all of the Board members know that I have sent a letter to Director Shannon Jones and Director Roach, Dr. Roach, about this issue. I was going to bring it up under Matters from the Board that we could discuss it further at that point and at another meeting put it on the agenda as recommendations from our attorney.

I appreciate everything that you said and I agree with what you have said. I think that we need to pay more attention so that we have contingency for the electrical so that we're not having to do BAR adjustments and that we can create a budget that will actually represent and work for this organization. That is one of the reasons why I wanted to talk about the budget. And I appreciate your question about the solar and I recognize that putting solar out in the next phase that will go out in the Buckman field will take time and we probably won't see that being hooked up until probably the following year at least. Hopefully, we'll see some rebate from that at that time.

Are there any other questions from anyone on the Board about the budget? If not, what is the pleasure of the Board?

COUNCILOR VIGIL COPPLER: Move to approve.

MR. HELMS: Second.

CHAIR HANSEN: Motion from Councilor Vigil Coppler and second from Mr. Helms.

The motion passed by unanimous [5-0] voice vote.

i. Request for approval of Budget Amendment Resolution to move \$160,000 to the electricity category to cover projected shortfall

CHAIR HANSEN: This is concerning last year's budget the 2021 budget and I am grateful to Mackie and Rick for being able to find money to be able to move to pay the bills for the PNM budget. It would have been helpful for us to have that money in the budget ahead of time. Are there any other questions from the Board on item 8.i?

Seeing none, what is the pleasure. Commissioner Hamilton.

COMMISSIONER HAMILTON: I don't have any questions. I'll move to approve.

MR. HELMS: Second.

CHAIR HANSEN: Motion by Commissioner Hamilton and second by Mr. Helms.

The motion passed by unanimous [5-0] voice vote.

10. MATTERS FROM THE BOARD

CHAIR HANSEN: I did want to mention that I have shared the letter that I wrote to Director Jones and Dr. Roach with the Board. I believe you have all gotten a copy. I tried to do it so I didn't send it out in a quorum and then also Nancy Long sent it out to members also. It has been suggested that I try and set up a meeting with the City Manager and send the letter to her which I will do after this meeting. I first wanted to share the letter with the Board.

Are there any other comments from the Board?

MR. HELMS: I'm not sure what you're looking for.

CHAIR HANSEN: I'm not looking for anything. I'm just letting you know. I wanted to give you a copy of the letter so you would know what I had written and how I am moving forward.

MR. HELMS: I have already told you that I think it's a wonderful letter and I agree with it.

CHAIR HANSEN: Thank you. Are there any other matters from the Board?

MS. LONG: Madam Chair, this is Nancy Long. If you could just make the statement regarding the minutes from our last meeting or I could read it, whatever you would like.

CHAIR HANSEN: Okay, under Matters from the Board, statement from the chairperson of the Board. I will state for the record and our minutes, that the only matters discussed in the executive session of our last Board meeting on June 3, 2021, was the matter as stated in the motion to go into executive session and no action was taken.

MS. LONG: Thank you.

11. NEXT MEETING: Thursday, August 5, 2021 at 4:00 p.m.

12. ADJOURN

13. EXECUTIVE SESSION

In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding litigation in which the BDDDB is a participant, specifically: *Buckman Direct Diversion Board v CDM Smith, et al.*, First Judicial District Court Case No. D-101-CV-2018-016-01610

CHAIR HANSEN: Nancy, can we make a motion to adjourn and go into executive session?

MS. LONG: Yes, Madam Chair. The motion would be to adjourn and go into executive session in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H)(7) for discussion regarding pending litigation in which the BDDDB is a participant, regarding the case as captioned on your agenda.

COUNCILOR VIGIL COPPLER: So moved.

MR. HELMS: Second.

The motion to adjourn and go into executive session passed by unanimous [5-0] roll call vote as follows:

Chair Hansen	Aye
Commissioner Hamilton	Aye
Councilor Romero-Wirth	Aye
Mr. J.C. Helms	Aye
Councilor Vigil Coppler	Aye

[The Board adjourned and met in executive session at 4:50 p.m.]

ADJOURNMENT

Chair Hansen wished everyone a safe July 4th and declared this meeting adjourned at approximately 4:50 p.m.

Approved by:

Anna Hansen, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

ATTEST TO

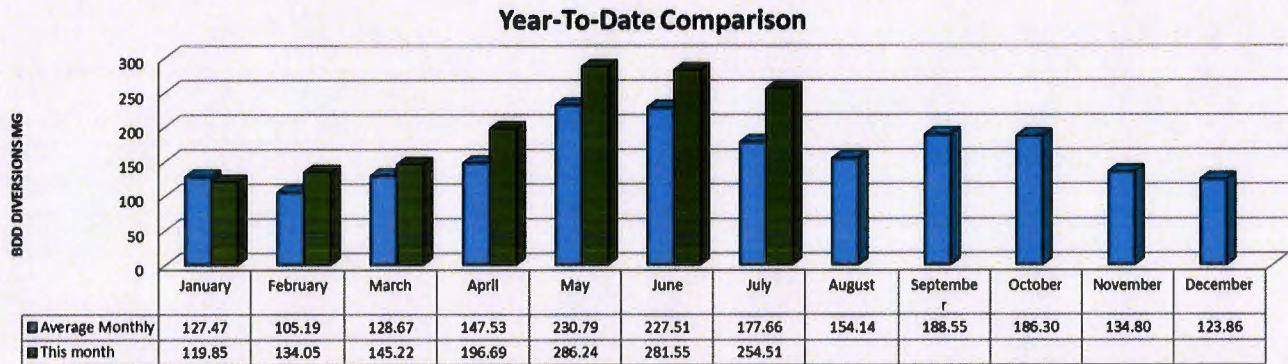
KRISTINE BUSTOS-MIHELIC
SANTA FE CITY CLERK



Date: August 5, 2021
To: Buckman Direct Diversion Board
From: Randy Sugrue, BDD Operations Superintendent
Subject: Update on BDD Operations for the Month of July 2021

ITEM:

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of July 2021. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
 - a. Raw water diversions: 8.21 MGD.
 - b. Drinking water deliveries through Booster Station 4A/5A: 7.63 MGD.
 - c. Raw water delivery to Las Campanas at BS2A: 0.46 MGD.
 - d. Onsite treated and non-treated water storage: 0.12 MGD Average.
2. The BDD is providing approximately 65% percent of the water supply to the City and County for the month.
3. The BDD year-to-date diversions are depicted below:



4. Regional Demand/Drought Summary and Storage-see page 2.



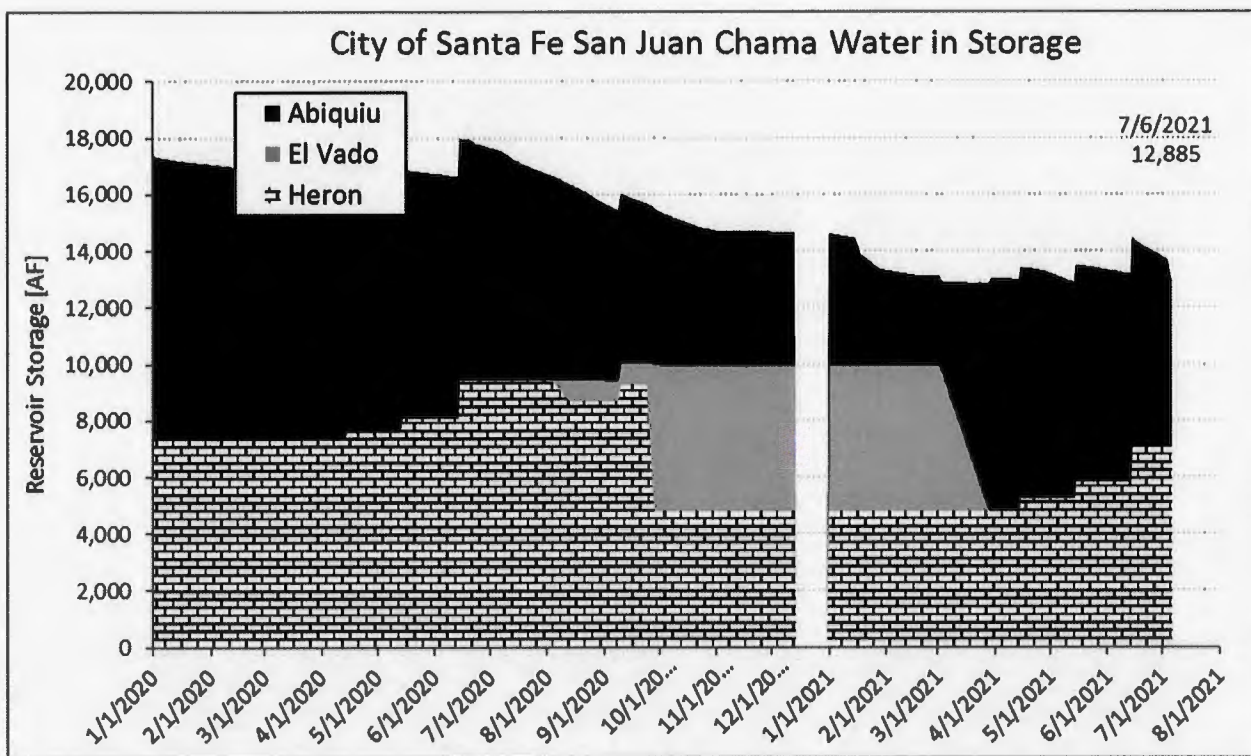
Regional Water Overview

Daily metered regional water demand for the month of July 2021 is approximately 11.9 MGD.

Rio Grande flows for July 2021 averaged approximately 450 CFS (cubic feet per second.)

CRWTP reservoir storage: Nichols: 55.6%/McClure: 13.2% Watershed Inflow: 1.06MGD

City/County/LC Storage- as updated by partners.



ENSO Summary

July 12, 2021

ENSO-neutral conditions are present.*Equatorial sea surface temperatures (SSTs) are near average across most of the Pacific Ocean. ENSO-neutral is favored through the Northern Hemisphere summer and into the fall (51% chance for the August-October season), with La Niña potentially emerging during the September-November season and lasting through the 2021-22 winter (66% chance during November-January).*



Buckman Direct Diversion Monthly SJC and Native Diversions

In Acre-Feet							
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	371.899	35.469	0.000	336.429	336.429	0.000	3.456
FEB	414.249	197.198	0.000	217.051	217.051	0.000	2.229
MAR	446.227	446.227	0.000	0.000	0.000	0.000	0.000
APR	605.636	487.703	0.000	117.933	117.933	0.000	1.195
MAY	883.588	498.922	0.000	384.666	384.666	0.000	2.477
JUN	870.963	294.271	0.000	576.692	576.692	0.000	3.555
JUL	781.350	0.000	0.000	781.350	781.350	0.000	7.030
AUG	0.000	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	4,373.912	1,959.790	0.000	2,414.123	2,414.123	0.000	19.941

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	11.554	0.000	108.306	108.306	0.000	119.860
FEB	64.234	0.000	69.875	69.875	0.000	134.109
MAR	145.351	0.000	0.000	0.000	0.000	145.351
APR	158.861	0.000	37.971	37.971	0.000	196.832
MAY	162.515	0.000	123.871	123.871	0.000	286.387
JUN	95.854	0.000	185.788	185.788	0.000	281.642
JUL	0.000	0.000	254.510	254.510	0.000	254.510
AUG	0.000	0.000	0.000	0.000	0.000	0.000
SEP	0.000	0.000	0.000	0.000	0.000	0.000
OCT	0.000	0.000	0.000	0.000	0.000	0.000
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	638.368	0.000	780.321	780.321	0.000	1,418.689



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-20							
In Acre-Feet							
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	396.508	218.194	0.000	178.314	178.314	0.000	1.679
MAR	357.764	185.598	0.000	172.165	172.165	0.000	1.621
APR	372.408	187.945	0.000	184.463	122.188	62.275	1.737
MAY	641.374	529.897	0.000	111.477	111.477	0.000	0.889
JUN	637.220	509.818	0.000	127.402	1.618	125.784	1.017
JUL	784.520	0.000	0.000	784.520	784.520	0.000	3.663
AUG	886.856	12.503	0.000	874.354	839.919	34.435	4.214
SEP	762.357	0.000	0.000	762.357	682.674	79.683	3.556
OCT	593.109	0.000	0.000	593.109	539.638	53.472	5.845
NOV	390.743	353.481	0.000	37.261	37.261	0.000	0.345
DEC	392.394	355.317	0.000	37.077	37.077	0.000	0.377
TOTAL	6,654.050	2,487.186	0.000	4,166.864	3,805.100	361.764	27.701

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	71.073	0.000	57.454	57.454	0.000	128.527
MAR	60.456	0.000	55.473	55.473	0.000	115.928
APR	61.220	0.000	59.435	39.440	20.101	120.655
MAY	172.605	0.000	35.812	35.812	0.000	208.417
JUN	166.065	0.000	40.927	0.520	40.407	206.992
JUL	0.000	0.000	252.754	252.754	0.000	252.754
AUG	4.073	0.000	281.681	271.072	11.113	285.754
SEP	0.000	0.000	245.686	219.960	25.726	245.686
OCT	0.000	0.000	191.019	174.109	17.252	191.019
NOV	115.140	0.000	12.008	12.008	0.000	127.148
DEC	115.738	0.000	11.937	11.937	0.000	127.676
TOTAL	810.158	0.000	1,342.289	1,226.843	116.574	2,152.447



Buckman Direct Diversion

Dec-19		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	327.677	56.671	0.000	271.007	271.007	0.000	2.483
FEB	278.357	71.266	0.000	207.090	207.090	0.000	1.908
MAR	134.335	88.610	0.000	45.725	45.725	0.000	3.498
APR	126.924	114.750	0.000	12.175	12.175	0.000	0.110
MAY	550.285	550.285	0.000	0.000	0.000	0.000	0.000
JUN	546.222	546.222	0.000	0.000	0.000	0.000	0.000
JUL	649.014	23.285	0.000	625.729	519.383	106.345	2.907
AUG	422.340	17.075	0.000	405.265	318.606	86.659	1.912
SEP	518.606	169.956	0.000	348.650	261.901	86.749	1.564
OCT	531.254	15.373	0.000	515.881	477.452	38.429	4.676
NOV	325.023	42.180	0.000	282.843	280.865	1.978	2.936
DEC	334.880	48.808	0.000	286.071	286.071	0.000	2.893
TOTAL	4,744.916	1,744.482	0.000	3,000.434	2,680.275	320.160	24.886

In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	18.460	0.000	87.342	87.342	0.000	105.802
FEB	23.214	0.000	66.739	66.739	0.000	89.953
MAR	28.863	0.000	13.735	13.735	0.000	42.598
APR	37.378	0.000	3.924	3.924	0.000	41.302
MAY	179.246	0.000	0.000	0.000	0.000	179.246
JUN	177.923	0.000	0.000	0.000	0.000	177.923
JUL	7.585	0.000	201.598	167.635	34.262	209.183
AUG	5.562	0.000	130.586	102.846	27.974	136.148
SEP	55.360	0.000	112.401	84.384	28.017	167.762
OCT	5.008	0.000	166.279	154.168	12.409	171.287
NOV	13.739	0.000	91.045	90.407	0.638	104.785
DEC	15.899	0.000	92.109	92.109	0.000	108.008
TOTAL	568.235	0.000	965.760	863.292	103.299	1,533.995



Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-18							
In Acre-Feet							
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	383.578	77.954	0.000	305.624	305.624	0.000	2.708
FEB	343.467	75.227	0.000	268.240	268.240	0.000	2.415
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.407	569.253	0.000	93.154	93.154	0.000	3.898
MAY	941.240	209.538	0.000	731.702	615.366	116.336	8.171
JUN	912.903	30.894	0.000	882.009	740.070	141.939	8.707
JUL	905.897	0.000	0.000	905.897	816.188	89.709	4.255
AUG	678.383	1.466	0.000	676.917	676.917	0.000	6.087
SEP	694.411	0.000	0.000	694.411	694.411	0.000	6.404
OCT	608.789	0.000	0.000	608.789	599.228	9.560	5.805
NOV	404.616	82.390	0.000	322.226	316.641	5.585	3.196
DEC	369.186	2.966	0.000	366.220	366.220	0.000	3.392
TOTAL	7,268.656	1,317.200	0.000	5,951.456	5,588.327	363.129	59.073

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	77.954	0.000	302.916	302.916	0.000	380.870
FEB	75.227	0.000	265.825	265.825	0.000	341.052
MAR	267.512	0.000	92.231	92.231	0.000	359.744
APR	569.253	0.000	89.256	89.256	0.000	658.509
MAY	209.538	0.000	723.531	608.494	115.037	933.069
JUN	30.894	0.000	873.302	732.764	140.538	904.196
JUL	0.000	0.000	900.737	811.539	89.198	900.737
AUG	1.466	0.000	670.830	670.830	0.000	672.295
SEP	0.000	0.000	688.007	688.007	0.000	688.007
OCT	0.000	0.000	602.984	593.515	9.469	602.984
NOV	82.390	0.000	319.030	313.500	5.530	401.420
DEC	2.966	0.000	362.829	362.829	0.000	365.794
TOTAL	1,317.200	0.000	5,891.477	5,531.706	359.772	7,208.677

Memorandum



Buckman Direct Diversion

Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Request for Approval to Replace Pump #4 at RWLS

ITEM AND ISSUE:

Request for approval to authorize funds from the Major Repair and Replacement Fund to replace pump #4 at the Raw Water Lift Station.

BACKGROUND AND SUMMARY:

The Major Repair and Replacement Fund allows level annual funding and ensures funding is available to repair and/or replace capital equipment when the capital equipment has reached the end of its effective useful life. Pump #4 at RWLS had previously been rebuilt, but due to the high vibration, cannot be used at this location. The cost to repair this pump is \$253,833.30. The pump is usable, but not in the #4 position. The company that manufactured the existing pumps has dismantled the company and now the pumps are obsolete. The total cost associated with the replacement of this pump through the NM State Price Agreement is \$253,833.30, to include \$40,273 for electrical and engineering services. In due time, the remaining four pumps at this station will also require replacement.

ACTION REQUESTED:

Staff recommends approval of the replacement of pump #4 located at the RWLS, in accordance with the BDD Major Repair and Replacement Fund Policy.

Approved by BDDDB August 5, 2021



**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH ALPHA SOUTHWEST**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”) and Alpha Southwest (“Contractor”). The effective date of this Agreement shall be the date when it is executed by the Board.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as more particularly described in Exhibit 1 attached hereto and generally as:

- A. Installation of new KSB pump
- B. Drawings, scheduling coordination reports and calculations, worksite preparation field labor, shop labor, and travel related to installation of the pump.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor’s services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Compensation under this Agreement shall be Two Hundred Fifty-Three Thousand Eight Hundred Thirty-Three and .30/100 Dollars (\$253,833.30) plus applicable New Mexico gross receipts tax.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDB to Contractor. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2022.

6. TERMINATION

A. This Agreement may be terminated by the BDDB upon 30 days written notice to Contractor. In the event of such termination:

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDB original copies of all work product, research or papers prepared under this Agreement.

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with the City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the BDDDB.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required

under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (ii) obtained BDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's

liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident.

An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water

and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” In the event Contractor’s insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDB within four working days of Contractor’s receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDB. The BDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. Specific Provisions Required.

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDDB's exposure to loss.

(b) Before performing any Professional Services, Contractor shall provide the BDDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by

the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives 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 whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their "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 in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDDB and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed as follows:

BDDB: Rick Carpenter Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506

With a copy to: Nancy R. Long, Esq.
BDDB Independent Counsel
Long, Komer & Associates, P.A.
2200 Brothers Road
Santa Fe, NM 87502-5098

CONTRACTOR: Alpha Southwest Inc.
205 Rossmoor Rd. SW
Albuquerque, NM 87105

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Item# _____
Munis Contract# _____

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

Alpha Southwest Inc.

Commissioner Anna C. Hansen, BDD Chair

Signature: _____

Date: _____

Printed Name: _____

ATTEST

Title: _____

Date: _____

Katharine E. Clark, County Clerk

NM Taxation & Revenue
CRS # _____

APPROVED AS TO FORM

City of Santa Fe Business
Registration # _____

Nancy R. Long

Nancy R. Long, BDDDB Counsel

APPROVED

City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____



205 Rossmoor Rd SW
 Albuquerque, NM 87105
 Ph 505-877-0287
 Fax 505-877-0459

Estimate

Job Estimate / Set-Up Sheet
City of Santa Fe
BDD- Raw Water KSB Replacement Pumps - for the Morris Pumps
WO# Pending
PO#

Pricing per NM General Services Dept
 Statewide Price Agreement
 #90-000-19-00051

Job No.	Pending
---------	---------

David's Job Estimate

Date:	22 July 2021
By:	DMY

Description of work or products provided:	TS #	QTY	Price ea.	Total
Item 1: TS-1 Drawings, Scheduling, Coordination, Reports, & Calculations	TS-1	60	\$ 85.00	\$ 5,100.00
Item 2: TS-2b Work Site Preparation	TS-2b	120	\$ 85.00	\$ 10,200.00
Item 3: TS-7 Field Labor Pump, Motor, and Pipe Fitting Installation	TS-7	180	\$ 85.00	\$ 15,300.00
Item 4: TS-8 Shop Labor : Steel Base Rails, Suction & Discharge Custom Spool Pieces Etc.	TS-8	140	\$ 85.00	\$ 11,900.00
Item 5: TS-17a Milage to and from site	TS-17a	1900	\$ 3.50	\$ 6,650.00
Item 6: TS-11 Misc. Materials: Steel Plate & Channel, Steel Pipe, Flanges, Bolts & Gaskets Etc.	TS-11	1	\$ 6,800.00	\$ 6,800.00
Item 7: TS-9 Alpha Owned Equipment: Boom Truck Pull and Set Pump	TS-9	60	\$ 85.00	\$ 5,100.00
**Item 8: TS-15 Subcontract: Modify the existing Concrete Pedestal Pump Base	TS-15	1	\$ 20,000.00	\$ 20,000.00
** Item 9: TS-15: Subcontracting Concrete Saw Cutting work	TS-15	1	\$ 5,000.00	\$ 5,000.00
** Item 10 TS-15: Subcontracting Electrical & Structrual Engineering	TS-15	1	\$40,273.00	\$ 40,273.00
** Item 11 TS-15: Subcontracting Power Readings	TS-15	1	\$4,370.00	\$ 4,370.00
Sub Total of Shop and Field Work and Services				\$ 86,050.00
Item 10: TS-11 New KSB Pump Including Freight - Lead Time 28 - 32-weeks ARO KRT K 250-632/3206UNG1-D - 3,800 GPM @ 200 Ft. TDH - 400 HP Dry Pit Sub. Motor CI suction elbow, Pump Case, Discharge Cover, All ID's coated with 100% Liquid Ceramic Impeller - Duplex Stainless Steel A276 Type 420 Including Estimated Freight from Richmond VA (Ocean Freight Included)				
	1 Ea.	1	\$167,783.30	\$167,783.30

**Place Holder for new Concrete Base -

Total Estimate: \$ 253,833.30

Submitted By: _____



Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Request to Reauthorize Funding for the MRRF

ITEM AND ISSUE:

Request for approval to reauthorize unexpended funds approved by the BDDB from the Major Repair and Replacement Fund.

BACKGROUND AND SUMMARY:

The Buckman Direct Diversion Board authorized funding from the BDD Major Repair and Replacement Fund for the purpose of funding multiple projects. As of July 1, 2021 the following projects were still on-going and are expected to be completed within the current fiscal year.

On-going project balance:

- \$118,573.46 - Alpha Southwest, Inc. - BDD Raw Water Pump Project at Booster Stations 1A and 2A
- \$71,010.68 - Alpha Southwest, Inc. – RWLS Pump Rebuild Project (Pump 4 & 5)
- \$64,107.04 - TLC - HVAC Project

City Finance requires all carry forward funding for on-going projects to be re-appropriated by the governing board. Therefore, we are requesting that the BDD Board reauthorize \$253,691.18 from the Major Repair and Replacement Fund. These funds will be budgeted in the BDD operating fund and transferred from the reserve fund upon actual expenditure.

ACTION REQUESTED:

Staff recommends approval of the attached Budget Amendment Resolution to reauthorize \$253,691.18 from the Major Repair and Replacement Fund.



Log # (Finance use <i>only</i>):
Journal # (Finance use <i>only</i>):

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion				DATE 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Equipment & Machinery	8000825	570500		64,107	
System Equipment	8000825	570550		189,584	
Interfund transfer out to 800	801815	755800		253,691	
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
Interfund transfer in from 801	8000825	655801		(253,691)	

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

	\$ 253,691	\$ -
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to re-budget funds from the BDD Major Repair & Replacement Fund (MRRF) for on-going projects to FY22

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
	Fund Balance Increase/(Decrease)
Fund(s) Affected	801
801	(253,691)
TOTAL:	
	(253,691)

BDDB Approved 8/5/2021

<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>			
Prepared By <i>(print name)</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature <i>(optional)</i>	Date	City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>(≤ \$5,000)</i>
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager <i>(≤ \$60,000)</i>



Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Carry Forward Funding

ITEM AND ISSUE:

Request for approval to carry forward \$310,000 of unexpected funds from the FY2021 Operating Budget to the FY2022 Operating Budget to be utilized by the BDDB.

BACKGROUND AND SUMMARY:

The FY2020 annual operating budget adopted by the Buckman Direct Diversion Board included funding for two major projects. The first project is the BDD Security System Access Control upgrade project, which is estimated to cost about \$250,000. The second project is the BDD Database Migration project, which is estimated to cost about \$60,000. However, due to the lack of staffing resources and the current pandemic, the BDD was unable to issue the RFP until late FY21 and we are expecting that the vendors be selected by September 2021.

ACTION REQUESTED:

Staff recommends approval to carry forward funding of \$310,000 to be utilized in the FY2022 Operating Budget year.

Approved by BDDB August 5, 2021

X

Commissioner Anna Hansen, BDDB Chair



Log # {Finance use <u>only</u> }: _____
Batch # {Finance use <u>only</u> }: _____

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion	DATE 7/23/2021
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Service Contracts	8000801	510310		510310	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

\$ 310,000	\$
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To budget funds authorized by the BDDB in FY20, but were not utilized due to lack of staffing and the current pandemic.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
800	(310,000)
TOTAL:	(310,000)

Antoinette Armijo-Rougemont	8/5/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date
		City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	
		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	

Memorandum



Buckman Direct Diversion

Date: July 27, 2021
To: Buckman Direct Diversion Board
Via: Rick Carpenter, BDD Facilities Manager /s/
From: Antoinette Armijo-Rougemont, BDD Accounting Supervisor *Antoinette Armijo-Rougemont*
Re: Request for Approval to Replace Maintenance Vehicle

ITEM AND ISSUE:

Request for approval to authorize funds from the Major Repair and Replacement Fund to replace a maintenance vehicle with the BDD Replacement Policy.

BACKGROUND AND SUMMARY:

The Major Repair and Replacement Fund allows level annual funding and ensures funding is available to repair and/or replace capital equipment when the capital equipment has reached the end of its effective useful life. The Buckman Direct Diversion acquired its current fleet primarily through the construction phase of the facilities prior to operations. Due to the nature of rugged working conditions, the BDD vehicle fleets are subject to daily wear and tear that has resulted in the deterioration of the vehicles prior to their intended useful life.

The BDD formulated a Vehicle Replacement Policy and funding schedule as part of the Major Repair and Replacement Fund Policy to manage funding and replacement cycles of the vehicle fleet.

Maintenance fleet truck #55178 requires replacement at this time. The unit does not start or drive. Brian received a quote of over \$19,000 to repair the vehicle. This vehicle was used to haul heavy equipment when needed and was equipped with a 4,000 lb crane that was required for various tasks. The truck quoted off of the NM State Price Agreement #00-20-88 (2022 revised pricing) is a 2022 Chevrolet Silverado 3500 4x4 extended cab, in the amount of \$75,402.00. The quote is attached for your information, as well as the Request to Replace Vehicle form.

This request also includes approval of a Budget Amendment Resolution to authorize funds from the Major Repair and Replacement Fund, to cover the cost of this purchase.

ACTION REQUESTED:



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



Log # <i>(Finance use only)</i> :	
Journal # <i>(Finance use only)</i> :	

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

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 7/23/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Vehicles < 1.5 tons	8000825	570970		75,402		
Interfund transfer out to 800	801815	755800		75,402		
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
Interfund transfer in from 801	8000825	655801		(75,402)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 75,402	\$ -	

To authorize funds from the Major Repair & Replacement Fund to fund the replacement of a maintenance fleet work truck.

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
	Fund Balance Increase/(Decrease)
Fund(s) Affected 801	(75,402)
TOTAL:	(75,402)

BDDB Approved 8/5/2021

<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>				
Prepared By <i>(print name)</i>	Date	CITY COUNCIL APPROVAL	Budget Officer	Date
Division Director Signature <i>(optional)</i>	Date	City Council Approval Date	Finance Director <i>(≤ \$5,000)</i>	Date
Department Director Signature	Date	Agenda Item #:	City Manager <i>(≤ \$60,000)</i>	Date

Vehicle Replacement Request Form



Buckman Direct Diversion

Date:

Ordered By

Name:
 Title:
 Dept:
 Phone:

341 Caja del Rio Rd.
 Santa Fe, NM 87506
 Phone: 505-955-4506
 www.bddproject.org

Vehicle to be Replaced

Make/Model:
 Year:
 Mileage:
 Condition:

Item#	Source/Description	Quantity	Unit Price	Amount
	Base price			\$29,537.00
	Estimated 2022 Price Increase			1,475.00
OPT E	Back up camera relocate			165.00
OPT S	6.6 Liter Diesel Engine			10,165.00
OPT AQ	Power Trailer Tow Mirrors			610.00
OPT BA	Remote Keyless Entry			360.00
OPT BV	Factory Trailer Brake Controller			250.00
OPT BX	Trailer Tow Package			565.00
OPT CG	Dual Rear Wheels			1,200.00
	Utility Body with 4,000LB Crane (Item #26 From NMSPA 00-20-88) (2022 Revised Pricing)			30,679.00
	3 Point T Handles			396.00
Sub-total				
Grand Total				\$75,402.00

Justification: Vehicle needed for maintenance PM'S and emergency breakdowns. This is a replacement for a vehicle that is no longer useable and is No longer In Service.

Facility Manager / BDDDB Approval

Order Completed:	3
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