



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 31, 2022
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE 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, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings online at any time during normal business hours. Please call 955-6521 for assistance.

To join on Zoom: <https://santafenm-gov.zoom.us/j/81500784876?pwd=YzRVQzMzU20zWXdsR3ZkR2gwOE11Zz09>

Passcode: 255649

By Phone; 929 205 6099 **Webinar ID: 815 0078 4876 – Passcode: 255649**

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **INTRODUCTION OF LEGISLATION**
 - a. INTRODUCTION OF A RESOLUTION 2022-___ (Mayor Webber)



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 31, 2022
5:00 PM
ATTEND VIRTUALLY

To Request Approval of Second Quarter Budget Amendments For Fiscal Year 2021/2022. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:

Finance Committee: 01/31/22
Quality of Life Committee: 2/2/2022
Public Works/Utilities Committee: 2/7/2022
Governing Body: 2/9/22

5. **APPROVAL OF CONSENT AGENDA**

6. **APPROVAL OF MINUTES**

- a. Finance Committee– January 18, 2022

7. **PRESENTATION**

- a. FY21 Audit Status Update (Mary McCoy, Finance Director)
b. FY23 Budget Hearing Schedule (Mary McCoy, Finance Director)
c. November 2021 GRT Update. Mary McCoy, Finance Director. Brad Fluetsch, Planning and Investment Officer.

8. **ACTION ITEMS: CONSENT**

- a. Request for Approval of Amendment #1 Santa Fe Public Schools - Adelante CDBG Contract to Add Compensation in the Amount of \$17,000 for a Total Compensation of \$37,106 so that the \$20,000 Originally Allocated to Coming Home Connection's Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov , 505-303-9868)

Committee Review:

Quality of Life: 01/19/202
Finance Committee: 01/31/2022
Governing Body: 02/09/2022



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 31, 2022
5:00 PM
ATTEND VIRTUALLY

- b. CONSIDERATION OF RESOLUTION 2022-___ (Mayor Webber)
A Resolution to Request Approval of Second Quarter Budget Amendments For Fiscal Year 2021/2022. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:

Finance Committee: 01/31/22
Quality of Life Committee: 2/2/2022
Public Works/Utilities Committee: 2/7/2022
Governing Body: 2/9/22

- c. CONSIDERATION OF RESOLUTION NO. 2022-___. (Mayor Webber)
A Resolution Establishing Additional Legislative Funding Priorities Based On The Potential Availability Of Additional Funding During The 2022 Legislative Session. (Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Introduced at Governing Body: 01/26/2022
Finance Committee: 01/31/2022
Quality of Life Committee: 02/02/2022
Public Works and Utilities Committee: 02/07/2022
Governing Body: 02/09/2022

- d. Request for Approval of Amendment #1 – Interfaith Community Shelter CDBG Contract to Add Compensation in the Amount of \$3,000 for a Total Compensation of \$35,000 so that the \$20,000 Originally Allocated to Coming Home Connection’s Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Quality of Life Committee: 01/19/2022
Finance Committee: 01/31/2022
Governing Body: 02/09/2022

- e. CONSIDERATION OF BILL NO. 2022-___. (Mayor Webber)
An Ordinance Granting NTS Communications, LLC, DBA Vexus Fiber, a Non-Exclusive Franchise, to Operate a Telecommunications Network Within the City of Santa Fe; the Right to Use City Public Rights-of-Way



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 31, 2022
5:00 PM
ATTEND VIRTUALLY

to Provide Telecommunications Services Within the City; and Fixing the Terms and Conditions Thereof. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov)

Committee Review:

Introduced: 12/08/21

Public Works and Utilities Committee: 01/10/22 (postponed)

Governing Body (request to publish): 01/26/22

Finance Committee: 01/31/22

Economic Development Advisory Committee: 02/09/22

Governing Body (public hearing): 02/23/22

- f. Request for approval of Wastewater Digester Project construction contract with Bradbury Stamm Amendment #6 for an extension of time to complete the Digester Project co-generation connection. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee 01/24/2022

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

- g. Request for Approval of Memorandum of Agreement with No Funding Attached to Establish a Formal Relationship between the City of Santa Fe Veterans Advisory Board (VAB) and the Santa Fe Veterans Alliance (SFVA). (Julie Sanchez, jjsanchez@santafenm.gov and 505-955-6678).

Committee Review:

Finance Committee: 1/31/22

Quality of Life Committee: 2/2/22

Governing Body: 2/9/22

- h. CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor Garcia, Councilor Villarreal, Councilor Cassutt, Councilor Romero-Wirth)
A Resolution Amending Resolution No. 2020-14 To Change The Location Of The Banners Commemorating "Hometown Heroes" Along The Cerrillos Road Corridor Between I-25 And Rodeo Road To Between I-25 And The Intersection Of St. Michaels Drive And Osage Avenue. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov)



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 31, 2022
5:00 PM
ATTEND VIRTUALLY

Committee Review:

Governing Body: 01/12/2022 (Introduced)

Public Works & Utilities: 01/24/2022

Governing Body: 01/26/2022

Finance Committee: 01/31/2022

Quality of Life: 02/2/2022

Governing Body: 02/09/2022

9. **MATTERS FROM STAFF**
10. **MATTERS FROM THE COMMITTEE**
11. **MATTERS FROM THE CHAIR**
12. **NEXT MEETING: Monday, February 14, 2022**
13. **ADJOURN**

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



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

DATE: January 13, 2022

TO: Finance Committee

VIA: Mary T. McCoy
Finance Director

FROM: Andy Hopkins
Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending December 31, 2021 (Second Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

- A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed \$60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

- B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.
- C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.
- D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$55,994,323 and a net increase to the overall revenue budget of \$29,193,478. The resulting net expenditure increase of \$26,800,845 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REQUESTING APPROVAL OF SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2021/2022.

WHEREAS, a Second Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the Second Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED the __day of _____, 2022.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION
N.M. DEPARTMENT OF FINANCE
AND ADMINISTRATION

FIR No. 10379

FISCAL IMPACT REPORT

General Information:

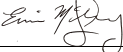
(Check) Bill: _____ Resolution: _____

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 1/13/2022 Phone: 955-6177

Reviewed by City Attorney:  Date: Jan 27, 2022

Reviewed by Finance Director: _____ Date: _____

Summary:

The purpose of the Resolution is to make 2nd Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Signature:

Email: ajhopkins@santafenm.gov

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ †	\$ 0	\$ 0	N	NR	†	
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/	\$ †	\$ 0	\$ 0			†	
Professional Services							
Operating	\$ †	\$ 0	\$ 0			†	
Total:	\$ †	\$ 0	\$ 0			†	\$ †

Commented [GJB1]: Why not for every Expenditure Type?

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Attachments – Resolution Detail by Fund

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
<u>Council-Approved Capital Improvements Program (CIP) Budget Amendments:</u>					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	\$ 8,382,747	\$ -	\$ (8,382,747)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	-	(2,337,957)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	-	(600,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	350,000	-	(350,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	2,337,957	-
320	CIP Facilities	Appropriations from FY21 GRT earned in excess of budgeted estimates and Parks Impact Fees for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	475,770	475,770	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Agua Fria/S. Meadows Rd. Intersection Improvements project [CC apvd. 11/10/21, #11-c]	1,615,000	1,615,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 11/10/21, #10-i]	784,438	784,438	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Bishop's Lodge Road Reconstruction CIP project [CC apvd. 11/10/21, #11-e]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Paseo del Sol Extension CIP project [CC apvd. 11/10/21, #11-g]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Henry Lynch Road Reconstruction CIP project [CC apvd. 11/10/21, #11-i]	427,500	427,500	-
345	CIP Community Development	Adjustment reflecting correction to Seniors revenue/expense/ grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	2,843,717	2,843,717	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Kitchen Angels project [CC apvd. 12/8/21, #10-i]	100,000	100,000	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	4,000,000	-	(4,000,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	125,770	-	(125,770)
500	Waste Water Management	Appropriations for various ongoing Wastewater CIP projects [CC apvd. 10/27/21, #10-f]	4,350,805	-	(4,350,805)
500	Waste Water Management	Appropriation from available balance for emergency on-call Wastewater system repairs [CC apvd. 10/13/21, #10-j]	297,930	-	(297,930)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Appropriation from available balance for ongoing Water CIP projects [CC apvd. 10/27/21, #10-e]	1,206,395	-	(1,206,395)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services [CC apvd. 10/13/21, #10-a]	542,188	-	(542,188)
515	Railyard Properties	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	600,000	-
545	Airport	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	12,382,747	12,382,747	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			\$ 45,280,921	\$ 23,087,129	\$ (22,193,792)
<u>Other Council-Approved Budget Amendments:</u>					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund employee retention and recruitment incentives in Human Resources [CC apvd. 12/8/21, #10-r]	\$ 2,700,000	\$ 2,700,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	602,413	602,413	-
100	General Fund	Appropriation of revenue and associated legal services costs per settlement agreement with NM Taxation & Revenue Dept. regarding incorrect tax revenue distributions from NM TRD [CC apvd. 11/10/21, #10-m]	292,336	292,336	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	242,804	242,804	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund position increases, 1 new Engineer position and 1 frozen position in Planning & Land Use [CC apvd. 12/8/21, #11-a]	231,623	231,623	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4.5 FTEs and associated costs for the Mobile Hygiene Unit program in Community Services [CC apvd. 12/8/21, #10-t]	205,000	205,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4 frozen Finance positions [CC apvd. 12/8/21, #10-v]	190,680	190,680	-
100	General Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	149,862	-	(149,862)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs [CC apvd. 11/10/21, #10-d]	89,303	89,303	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 3 frozen Municipal Court positions [CC apvd. 12/8/21, #10-y]	84,411	84,411	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	70,806	70,806	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund new IPRA Manager position in City Attorney's Office and transfer 2 positions from Community Engagement to City Attorney [CC apvd. 12/8/21, #10-w]	58,510	58,510	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 1 new Human Resources Recruitment Specialist position [CC apvd. 12/8/21, #10-z]	54,362	54,362	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	38,310	38,310	-
212	Economic Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	66,938	66,938	-
212	Economic Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,712	2,712	-
213	Lodgers' Tax Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	13,950	13,950	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	94,334	94,334	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
222	Fire Environmental Services	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,982	2,982	-
231	City Drainage Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,418	10,418	-
233	Transportation Grants	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	8,601	8,601	-
233	Transportation Grants	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,949	1,949	-
240	Community Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	1,150	1,150	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
241	Senior Citizen Grants/Programs	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	(2,843,717)	(2,894,376)	(50,659)
241	Senior Citizen Grants/Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	77,026	77,026	-
241	Senior Citizen Grants/Programs	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	17,493	17,493	-
251	Library Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	14,745	14,745	-
251	Library Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,743	1,743	-
254	Public Facilities Fund	Adjustment to re-budget remaining portion of NMDOT Safe Routes to Schools grant [CC apvd. 10/27/21, #10-c]	262,464	293,006	30,542
256	Youth/Recreation Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,843	2,843	-
330	CIP Streets & Roadways	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	49,627	49,627	-
330	CIP Streets & Roadways	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	19,856	19,856	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	212,804	212,804	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	120,433	120,433	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	110,000	110,000	-
365	½% GRT Income Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	46,388	46,388	-
500	Waste Water Management	Appropriation from available balance to fund frozen WW Field Operator positions and new WW Operator Lead position [CC apvd. 10/13/21, #10-b]	153,303	-	(153,303)
500	Waste Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,914	71,914	-
505	Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	132,840	132,840	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	131,698	-	(131,698)
505	Water Management	Appropriation of funding from available balance to fund frozen Pipefitter position [CC apvd. 10/13/21, #10-b]	47,848	-	(47,848)
510	Environmental Services	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	108,025	108,025	-
511	Utilities Administration	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	(58,985)	-	58,985
511	Utilities Administration	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	54,693	54,693	-
515	Railyard Properties	Appropriation of Railyard property sale revenue earned in FY21 for deferred safety/maintenance projects at the Railyard [CC apvd. 12/8/21, #11-d]	175,000	-	(175,000)
515	Railyard Properties	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	3,091	3,091	-
515	Railyard Properties	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,353	1,353	-
520	Santa Fe Convention Center	Appropriation from available reserve for replacement of Convention Center air handler units [CC apvd. 11/10/21, #10-b]	663,225	-	(663,225)
520	Santa Fe Convention Center	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	18,533	18,533	-
530	Municipal Recreation Complex	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	204,334	204,334	-
530	Municipal Recreation Complex	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	6,204	6,204	-
530	Municipal Recreation Complex	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,590	2,590	-
535	Parking	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
535	Parking	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	33,046	33,046	-
535	Parking	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	12,475	12,475	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
540	Transit Bus System	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	118,129	118,129	-
540	Transit Bus System	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
540	Transit Bus System	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	5,648	5,648	-
545	Airport	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,328	10,328	-
545	Airport	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,605	2,605	-
550	Genoveva Chavez Community Ctr	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	34,819	34,819	-
550	Genoveva Chavez Community Ctr	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	10,710	10,710	-
620	Services to Other Departments	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,620	71,620	-
Subtotal - Other Council-Approved Budget Amendments			\$ 5,660,825	\$ 4,378,757	\$ (1,282,068)
TOTAL - Budget Amendments Previously Approved by City Council			\$ 50,941,746	\$ 27,465,886	\$ (23,475,860)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [B]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE NOT PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates for contracted audit assistance	\$ 60,000	\$ 60,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
100	General Fund	Allocation of Finance Department vacancy savings to ITT for purchase of laptops and phones for new Finance employees	1,829	1,829	-
100	General Fund	Transfer from Emergency Services Fund for an adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
222	Fire Environmental Services	Adjustment to re-budget remaining portion of wildland fire reimbursement grant	119,287	-	(119,287)
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year NM Law Enforcement Protection Fund grant for Police staff training	53,353	53,353	-
232	Impact Fees Fund	Appropriation to fund reclassification of a position to an Impact Fee Planner	6,105	-	(6,105)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Multimodal Transitional Plan CIP project	17,695	-	(17,695)
350	CIP Arts and Culture	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	119,305	-	(119,305)
500	Waste Water Management	Appropriations for replacement of a vehicle and repair of Wastewater system equipment	56,284	-	(56,284)
500	Waste Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	477	-	(477)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing water CIP projects	147,971	-	(147,971)
505	Water Management	Appropriation for contracted legal services for the Water Division	60,000	-	(60,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	50,963	-	(50,963)
505	Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	18,510	-	(18,510)
505	Water Management	Appropriation of salary/benefits increase for a Water Operator Advanced position to bring the position's salary into line with other equivalent positions	7,475	-	(7,475)
510	Environmental Services	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	13,673	-	(13,673)
511	Utilities Administration	Appropriations in Utility Customer Service to cover postage, billing system maintenance and HVAC system service	53,421	-	(53,421)
511	Utilities Administration	Appropriations in Utility Customer Service to cover salary increases for an Admin Assistant and Collections Specialist, and for reclassification of an Account Specialist	7,853	-	(7,853)
520	Santa Fe Convention Center	Adjustment to re-budget remaining portion of prior year NM Tourism Dept. grant to support business generation in Santa Fe	300,000	-	(300,000)
530	Municipal Recreation Complex	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing MRC Soccer Valley Improvements project	237,855	238,006	151

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
530	Municipal Recreation Complex	Transfer from unfunded Engineering General Fund position to fund vacant Golf Course Manager position	18,752	18,752	-
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Southside Roundabout CIP project	882,108	-	(882,108)
600	Risk Management	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Finance for computer hardware/mobile phone purchases	30,180	30,180	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for computer hardware purchases	7,059	7,059	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Streets Division for mobile phone purchases	3,200	3,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for computer hardware purchases	2,660	2,660	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase/communications charges	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Genoveva Chavez Community Center for mobile phone purchases	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	360	360	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			\$ 2,335,059	\$ 474,083	\$ (1,860,976)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2021/22 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	\$ 947,420	\$ 947,420	\$ -
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a roll-off truck	189,419	189,419	-
810	SF Solid Waste Mgmt Agency	Appropriation for household hazardous waste collection services	140,000	-	(140,000)
810	SF Solid Waste Mgmt Agency	Appropriation for landfill gas system operations & maintenance	116,670	116,670	-
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA managed IT services	60,000	-	(60,000)
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA employee medical services	10,500	-	(10,500)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	947,420	-	(947,420)
812	SWMA Gas Collection Reserve	Appropriation for landfill gas system operations & maintenance	116,670	-	(116,670)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 2,717,518	\$ 1,253,509	\$ (1,464,009)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2021/22 BUDGET BY
FUND**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 13,483,538	\$ 4,950,929	\$ (8,532,609)
212	Economic Development	69,650	69,650	-
213	Lodgers' Tax Fund	13,950	13,950	-
216	Gross Receipts Tax Fund	3,202,601	264,644	(2,937,957)
222	Fire Environmental Services	122,269	2,982	(119,287)
223	Law Enforcement	53,353	53,353	-
231	City Drainage Fund	10,418	10,418	-
232	Impact Fees Fund	356,105	-	(356,105)
233	Transportation Grants	10,550	10,550	-
240	Community Development	1,150	1,150	-
241	Senior Citizen Grants/Programs	(2,749,198)	(2,799,857)	(50,659)
251	Library Fund	16,488	16,488	-
254	Public Facilities Fund	262,464	293,006	30,542
256	Youth/Recreation Programs	2,843	2,843	-
320	CIP Facilities	2,813,727	2,813,727	-
330	CIP Streets & Roadways	4,416,421	4,416,421	-
335	CIP Bond Acquisition	17,695	-	(17,695)
345	CIP Community Development	2,943,717	2,943,717	-
350	CIP Arts and Culture	119,305	-	(119,305)
365	½% GRT Income Fund	4,615,395	489,625	(4,125,770)
500	Waste Water Management	4,930,713	71,914	(4,858,799)
505	Water Management	2,345,888	132,840	(2,213,048)
510	Environmental Services	121,698	108,025	(13,673)
511	Utilities Administration	56,982	54,693	(2,289)
515	Railyard Properties	779,444	604,444	(175,000)
520	Santa Fe Convention Center	981,758	18,533	(963,225)
530	Municipal Recreation Complex	469,735	469,886	151
535	Parking	119,644	119,644	-
540	Transit Bus System	1,102,072	219,964	(882,108)
545	Airport	12,395,680	12,395,680	-
550	Genoveva Chavez Community Ctr	45,529	45,529	-
600	Risk Management	28,137	28,137	-
620	Services to Other Departments	117,084	117,084	-
810	SF Solid Waste Mgmt Agency	1,464,009	1,253,509	(210,500)
811	SWMA Equip Replacement Fund	1,136,839	-	(1,136,839)
812	SWMA Gas Collection Reserve	116,670	-	(116,670)
QUARTERLY TOTAL - ALL FUNDS		\$ 55,994,323	\$ 29,193,478	\$ (26,800,845)



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

DATE: January 13, 2022

TO: Finance Committee

VIA: Mary T. McCoy
Finance Director

FROM: Andy Hopkins *AJH*
Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending December 31, 2021 (Second Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

- A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed \$60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

- B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.
- C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.
- D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$55,994,323 and a net increase to the overall revenue budget of \$29,193,478. The resulting net expenditure increase of \$26,800,845 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2022-**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6
7
8
9
10
11 **A RESOLUTION**

12 **RELATING TO A REQUEST FOR APPROVAL OF SECOND QUARTER BUDGET**

13 **AMENDMENTS FOR FISCAL YEAR 2021/2022.**

14 **WHEREAS**, a Second Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to
15 address significant priorities.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the Governing Body does request authorization for budget amendments
18 as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part
19 of this resolution.

20 **BE IT FURTHER RESOLVED** that it is respectfully requested that authorization to
21 implement the Second Quarter Budget Amendments be granted by the Local Government Division of
22 the New Mexico Department of Finance and Administration.

23
24
25

1 PASSED, APPROVED and ADOPTED the 9th day of February, 2022.

2

3

4

ALAN WEBBER, MAYOR

5

ATTEST:

6

7

8

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

9

10

APPROVED AS TO FORM:

11

12

13

ERIN K. MCSHERRY, CITY ATTORNEY

14

15

16

LOCAL GOVERNMENT DIVISION

17

N.M. DEPARTMENT OF FINANCE

18

AND ADMINISTRATION

19

20

21

22

23

24

25

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
<u>Council-Approved Capital Improvements Program (CIP) Budget Amendments:</u>					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	\$ 8,382,747	\$ -	\$ (8,382,747)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	-	(2,337,957)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	-	(600,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	350,000	-	(350,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	2,337,957	-
320	CIP Facilities	Appropriations from FY21 GRT earned in excess of budgeted estimates and Parks Impact Fees for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	475,770	475,770	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Agua Fria/S. Meadows Rd. Intersection Improvements project [CC apvd. 11/10/21, #11-c]	1,615,000	1,615,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 11/10/21, #10-i]	784,438	784,438	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Bishop's Lodge Road Reconstruction CIP project [CC apvd. 11/10/21, #11-e]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Paseo del Sol Extension CIP project [CC apvd. 11/10/21, #11-g]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Henry Lynch Road Reconstruction CIP project [CC apvd. 11/10/21, #11-i]	427,500	427,500	-
345	CIP Community Development	Adjustment reflecting correction to Seniors revenue/expense/ grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	2,843,717	2,843,717	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Kitchen Angels project [CC apvd. 12/8/21, #10-i]	100,000	100,000	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	4,000,000	-	(4,000,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	125,770	-	(125,770)
500	Waste Water Management	Appropriations for various ongoing Wastewater CIP projects [CC apvd. 10/27/21, #10-f]	4,350,805	-	(4,350,805)
500	Waste Water Management	Appropriation from available balance for emergency on-call Wastewater system repairs [CC apvd. 10/13/21, #10-j]	297,930	-	(297,930)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Appropriation from available balance for ongoing Water CIP projects [CC apvd. 10/27/21, #10-e]	1,206,395	-	(1,206,395)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services [CC apvd. 10/13/21, #10-a]	542,188	-	(542,188)
515	Railyard Properties	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	600,000	-
545	Airport	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	12,382,747	12,382,747	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			\$ 45,280,921	\$ 23,087,129	\$ (22,193,792)
<u>Other Council-Approved Budget Amendments:</u>					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund employee retention and recruitment incentives in Human Resources [CC apvd. 12/8/21, #10-r]	\$ 2,700,000	\$ 2,700,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	602,413	602,413	-
100	General Fund	Appropriation of revenue and associated legal services costs per settlement agreement with NM Taxation & Revenue Dept. regarding incorrect tax revenue distributions from NM TRD [CC apvd. 11/10/21, #10-m]	292,336	292,336	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	242,804	242,804	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund position increases, 1 new Engineer position and 1 frozen position in Planning & Land Use [CC apvd. 12/8/21, #11-a]	231,623	231,623	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4.5 FTEs and associated costs for the Mobile Hygiene Unit program in Community Services [CC apvd. 12/8/21, #10-t]	205,000	205,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4 frozen Finance positions [CC apvd. 12/8/21, #10-v]	190,680	190,680	-
100	General Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	149,862	-	(149,862)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs [CC apvd. 11/10/21, #10-d]	89,303	89,303	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 3 frozen Municipal Court positions [CC apvd. 12/8/21, #10-y]	84,411	84,411	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	70,806	70,806	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund new IPRA Manager position in City Attorney's Office and transfer 2 positions from Community Engagement to City Attorney [CC apvd. 12/8/21, #10-w]	58,510	58,510	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 1 new Human Resources Recruitment Specialist position [CC apvd. 12/8/21, #10-z]	54,362	54,362	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	38,310	38,310	-
212	Economic Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	66,938	66,938	-
212	Economic Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,712	2,712	-
213	Lodgers' Tax Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	13,950	13,950	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	94,334	94,334	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
222	Fire Environmental Services	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,982	2,982	-
231	City Drainage Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,418	10,418	-
233	Transportation Grants	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	8,601	8,601	-
233	Transportation Grants	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,949	1,949	-
240	Community Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	1,150	1,150	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
241	Senior Citizen Grants/Programs	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	(2,843,717)	(2,894,376)	(50,659)
241	Senior Citizen Grants/Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	77,026	77,026	-
241	Senior Citizen Grants/Programs	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	17,493	17,493	-
251	Library Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	14,745	14,745	-
251	Library Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,743	1,743	-
254	Public Facilities Fund	Adjustment to re-budget remaining portion of NMDOT Safe Routes to Schools grant [CC apvd. 10/27/21, #10-c]	262,464	293,006	30,542
256	Youth/Recreation Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,843	2,843	-
330	CIP Streets & Roadways	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	49,627	49,627	-
330	CIP Streets & Roadways	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	19,856	19,856	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	212,804	212,804	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	120,433	120,433	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	110,000	110,000	-
365	½% GRT Income Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	46,388	46,388	-
500	Waste Water Management	Appropriation from available balance to fund frozen WW Field Operator positions and new WW Operator Lead position [CC apvd. 10/13/21, #10-b]	153,303	-	(153,303)
500	Waste Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,914	71,914	-
505	Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	132,840	132,840	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	131,698	-	(131,698)
505	Water Management	Appropriation of funding from available balance to fund frozen Pipefitter position [CC apvd. 10/13/21, #10-b]	47,848	-	(47,848)
510	Environmental Services	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	108,025	108,025	-
511	Utilities Administration	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	(58,985)	-	58,985
511	Utilities Administration	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	54,693	54,693	-
515	Railyard Properties	Appropriation of Railyard property sale revenue earned in FY21 for deferred safety/maintenance projects at the Railyard [CC apvd. 12/8/21, #11-d]	175,000	-	(175,000)
515	Railyard Properties	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	3,091	3,091	-
515	Railyard Properties	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,353	1,353	-
520	Santa Fe Convention Center	Appropriation from available reserve for replacement of Convention Center air handler units [CC apvd. 11/10/21, #10-b]	663,225	-	(663,225)
520	Santa Fe Convention Center	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	18,533	18,533	-
530	Municipal Recreation Complex	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	204,334	204,334	-
530	Municipal Recreation Complex	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	6,204	6,204	-
530	Municipal Recreation Complex	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,590	2,590	-
535	Parking	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
535	Parking	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	33,046	33,046	-
535	Parking	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	12,475	12,475	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
540	Transit Bus System	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	118,129	118,129	-
540	Transit Bus System	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
540	Transit Bus System	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	5,648	5,648	-
545	Airport	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,328	10,328	-
545	Airport	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,605	2,605	-
550	Genoveva Chavez Community Ctr	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	34,819	34,819	-
550	Genoveva Chavez Community Ctr	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	10,710	10,710	-
620	Services to Other Departments	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,620	71,620	-
Subtotal - Other Council-Approved Budget Amendments			\$ 5,660,825	\$ 4,378,757	\$ (1,282,068)
TOTAL - Budget Amendments Previously Approved by City Council			\$ 50,941,746	\$ 27,465,886	\$ (23,475,860)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [B]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE NOT PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates for contracted audit assistance	\$ 60,000	\$ 60,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
100	General Fund	Allocation of Finance Department vacancy savings to ITT for purchase of laptops and phones for new Finance employees	1,829	1,829	-
100	General Fund	Transfer from Emergency Services Fund for an adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
222	Fire Environmental Services	Adjustment to re-budget remaining portion of wildland fire reimbursement grant	119,287	-	(119,287)
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year NM Law Enforcement Protection Fund grant for Police staff training	53,353	53,353	-
232	Impact Fees Fund	Appropriation to fund reclassification of a position to an Impact Fee Planner	6,105	-	(6,105)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Multimodal Transitional Plan CIP project	17,695	-	(17,695)
350	CIP Arts and Culture	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	119,305	-	(119,305)
500	Waste Water Management	Appropriations for replacement of a vehicle and repair of Wastewater system equipment	56,284	-	(56,284)
500	Waste Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	477	-	(477)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing water CIP projects	147,971	-	(147,971)
505	Water Management	Appropriation for contracted legal services for the Water Division	60,000	-	(60,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	50,963	-	(50,963)
505	Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	18,510	-	(18,510)
505	Water Management	Appropriation of salary/benefits increase for a Water Operator Advanced position to bring the position's salary into line with other equivalent positions	7,475	-	(7,475)
510	Environmental Services	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	13,673	-	(13,673)
511	Utilities Administration	Appropriations in Utility Customer Service to cover postage, billing system maintenance and HVAC system service	53,421	-	(53,421)
511	Utilities Administration	Appropriations in Utility Customer Service to cover salary increases for an Admin Assistant and Collections Specialist, and for reclassification of an Account Specialist	7,853	-	(7,853)
520	Santa Fe Convention Center	Adjustment to re-budget remaining portion of prior year NM Tourism Dept. grant to support business generation in Santa Fe	300,000	-	(300,000)
530	Municipal Recreation Complex	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing MRC Soccer Valley Improvements project	237,855	238,006	151

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
530	Municipal Recreation Complex	Transfer from unfunded Engineering General Fund position to fund vacant Golf Course Manager position	18,752	18,752	-
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Southside Roundabout CIP project	882,108	-	(882,108)
600	Risk Management	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Finance for computer hardware/mobile phone purchases	30,180	30,180	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for computer hardware purchases	7,059	7,059	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Streets Division for mobile phone purchases	3,200	3,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for computer hardware purchases	2,660	2,660	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase/communications charges	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Genoveva Chavez Community Center for mobile phone purchases	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	360	360	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			\$ 2,335,059	\$ 474,083	\$ (1,860,976)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2021/22 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	\$ 947,420	\$ 947,420	\$ -
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a roll-off truck	189,419	189,419	-
810	SF Solid Waste Mgmt Agency	Appropriation for household hazardous waste collection services	140,000	-	(140,000)
810	SF Solid Waste Mgmt Agency	Appropriation for landfill gas system operations & maintenance	116,670	116,670	-
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA managed IT services	60,000	-	(60,000)
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA employee medical services	10,500	-	(10,500)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	947,420	-	(947,420)
812	SWMA Gas Collection Reserve	Appropriation for landfill gas system operations & maintenance	116,670	-	(116,670)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 2,717,518	\$ 1,253,509	\$ (1,464,009)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2021/22 BUDGET BY
FUND**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 13,483,538	\$ 4,950,929	\$ (8,532,609)
212	Economic Development	69,650	69,650	-
213	Lodgers' Tax Fund	13,950	13,950	-
216	Gross Receipts Tax Fund	3,202,601	264,644	(2,937,957)
222	Fire Environmental Services	122,269	2,982	(119,287)
223	Law Enforcement	53,353	53,353	-
231	City Drainage Fund	10,418	10,418	-
232	Impact Fees Fund	356,105	-	(356,105)
233	Transportation Grants	10,550	10,550	-
240	Community Development	1,150	1,150	-
241	Senior Citizen Grants/Programs	(2,749,198)	(2,799,857)	(50,659)
251	Library Fund	16,488	16,488	-
254	Public Facilities Fund	262,464	293,006	30,542
256	Youth/Recreation Programs	2,843	2,843	-
320	CIP Facilities	2,813,727	2,813,727	-
330	CIP Streets & Roadways	4,416,421	4,416,421	-
335	CIP Bond Acquisition	17,695	-	(17,695)
345	CIP Community Development	2,943,717	2,943,717	-
350	CIP Arts and Culture	119,305	-	(119,305)
365	½% GRT Income Fund	4,615,395	489,625	(4,125,770)
500	Waste Water Management	4,930,713	71,914	(4,858,799)
505	Water Management	2,345,888	132,840	(2,213,048)
510	Environmental Services	121,698	108,025	(13,673)
511	Utilities Administration	56,982	54,693	(2,289)
515	Railyard Properties	779,444	604,444	(175,000)
520	Santa Fe Convention Center	981,758	18,533	(963,225)
530	Municipal Recreation Complex	469,735	469,886	151
535	Parking	119,644	119,644	-
540	Transit Bus System	1,102,072	219,964	(882,108)
545	Airport	12,395,680	12,395,680	-
550	Genoveva Chavez Community Ctr	45,529	45,529	-
600	Risk Management	28,137	28,137	-
620	Services to Other Departments	117,084	117,084	-
810	SF Solid Waste Mgmt Agency	1,464,009	1,253,509	(210,500)
811	SWMA Equip Replacement Fund	1,136,839	-	(1,136,839)
812	SWMA Gas Collection Reserve	116,670	-	(116,670)
QUARTERLY TOTAL - ALL FUNDS		\$ 55,994,323	\$ 29,193,478	\$ (26,800,845)

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 1/13/2022 Phone: 955-6177

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

 The purpose of the Resolution is to make 2nd Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

 Various.

Consequences of Not Enacting Legislation:

 The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

 None.

Performance and Administrative Implications:

 None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

 See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ †	\$ 0	\$ 0	N	NR	†	
Benefits*							
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/	\$ †	\$ 0	\$ 0			†	
Professional Services							
Operating	\$ †	\$ 0	\$ 0			†	
Total:	\$ †	\$ 0	\$ 0			†	\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Attachments – Resolution Detail by Fund



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE 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 of more than five (5) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. CALL TO ORDER

Meeting called to order 5:01pm

2. ROLL CALL

Members Present:

Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Member Chris Rivera

Members Excused:

None



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Alexis Lotero, Attendee

3. APPROVAL OF AGENDA

MOTION: moved, seconded by , to approve the Agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Lindell

Against: None

Abstain: Councilor Romero-Wirth, Councilor Cassutt, Member Rivera

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Consent Agenda as amended. The items pulled for discussion are: items B, D, E, F, G, H

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

5. APPROVAL OF MINUTES

a. Finance Committee – January 3, 2022



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the Minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

6. ACTION ITEMS: CONSENT

- a. Request for the Approval of Wastewater Compost department to Purchase a Mccloskey 621REWT Trammel in the total amount of \$373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of \$373,315 from the Waste Water Management Department Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022

Governing Body:01/26/2022

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

- b. Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of \$1,041,000.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1. Request approval of a BAR Budget Increase in the amount of \$1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

MOTION: Councilor Villarreal moved, seconded by Member Rivera, to approve the Award for Bid and budget adjustment resolution (BAR) as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- c. Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extension of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of \$474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

Governing Body: 01/26/2022

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- d. Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to the General Public and Santa Fe Youth for a term of 4 years in the amount of \$352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Water Conservation Committee: 12/14/2021

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

- e. Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of \$125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of \$135,547 from the WWMD Cash Balance.

Committee Review:

Public Works and Utilities Committee: 01/10/2022

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the contract amendment as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- f. Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional \$84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of \$84,000 from Cash Balances.

Committee Review:

Public Works and Utilities Committee: 01/10/2022

Finance Committee: 01/18/2022

Governing Body: 01/26/2022



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the contract amendment as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- g. Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no charge to the current not to exceed amount of \$4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; (505) 955-6868)

Committee Review

Finance Committee – January 18, 2022

Quality of Life Committee – January 19, 2022

Governing Body – January 26, 2022

Councilors request additional data analysis and current pay rate information.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract amendment as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: Member Rivera

Abstain: None



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

- h. CONSIDERATION OF BILL NO. 2022-4. (Councilor Rivera)
An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:

Introduced: 12/08/21

Public Works and Utilities Committee: 01/10/22

Governing Body (request to publish): 01/12/22

Finance Committee: 01/18/22

Governing Body (public hearing): 02/09/22

MOTION: Councilor Lindell moved, seconded by Member Rivera, to approve the bill as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- i. Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars (\$1,000,000.00) of County of American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 955-6678)

COMMITTEE REVIEW:

Finance Committee 01/18/2022

Quality of Life Committee 01/19/2022

Governing Body 01/26/2022



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the memorandum of agreement (MOA) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

- j. Request for Approval of Contract in the Amount of \$909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 01/18/2022

Quality of Life Committee: 01/19/2022

Governing Body Meeting: 01/26/2022

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Member Rivera

Against: None

Abstain: None

7. PRESENTATION



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM

- a. FY21 Audit Status Update, Mary McCoy, Finance Director.

Update on the FY21 Audit Status presented by Mary McCoy as well as Introductions and Bios of staff to assist with the Audit.

- b. Internal Audit Presentation- Police Evidence Room, REDW Internal Audit Team

The Internal Audit Presentation for the Police Evidence Room, presented by REDW, Jessica Bundy and Caitlin Gutierrez.

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: January 31 2022**
12. **ADJOURN**

Meeting adjourned 8:48 pm.

Liaison

Chair

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Wastewater Compost department to Purchase a McCloskey 621REW Trammel in the total amount of \$373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of \$373,315 from the Waste Water Management Department Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022

Governing Body:01/26/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 21-12991

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of \$1,041,000.00 including NMGR. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1. Request approval of a BAR Budget Increase in the amount of \$1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Bill Huey

Item Sponsor -

Item Tracking Number - 21-12992

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Secunder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extension of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of \$474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - John Del Mar

Item Sponsor -

Item Tracking Number - 21-13034

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te General Public and Santa Fe Youth for a term of 4 years in the amount of \$352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Water Conservation Committee: 12/14/2021

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

Item Type - contract

Item Owner - Christine Chavez

Item Sponsor -

Item Tracking Number - 21-13035

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of \$125,000 plus NMGR to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of \$135,547 from the WWMD Cash Balance.

Committee Review:

Public Works and Utilities Committee: 01/10/2022

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - Mike Dozier

Item Sponsor -

Item Tracking Number - 22-13213

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional \$84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of \$84,000 from Cash Balances.

Committee Review:

Public Works and Utilities Committee: 01/10/2022

Finance Committee: 01/18/2022

Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-13214

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no charge to the current not to exceed amount of \$4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; (505) 955-6868)

Committee Review

Finance Committee – January 18, 2022

Quality of Life Committee – January 19, 2022

Governing Body – January 26, 2022

Item Type - contract amendment

Item Owner - Manuel Sanchez

Item Sponsor -

Item Tracking Number - 22-13235

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 1

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names - Chris Rivera

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-4. (Councilor Rivera)

An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:

Introduced: 12/08/21

Public Works and Utilities Committee: 01/10/22

Governing Body (request to publish): 01/12/22

Finance Committee: 01/18/22

Governing Body (public hearing): 02/09/22

Item Type - bill

Item Owner - Shirlene Sitton

Item Sponsor - Chris Rivera

Item Tracking Number - 22-13242

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars (\$1,000,000.00) of County of American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 955-6678

COMMITTEE REVIEW:

Finance Committee 01/18/2022

Quality of Life Committee 01/19/2022

Governing Body 01/26/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Kyra Ochoa

Item Sponsor -

Item Tracking Number - 22-13357

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Contract in the Amount of \$909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 01/18/2022

Quality of Life Committee: 01/19/2022

Governing Body Meeting: 01/26/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13379

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - croibal@santafenm.gov

VOTE SUMMARY



Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment #1 Santa Fe Public Schools - Adelante CDBG Contract to Add Compensation in the Amount of \$17,000 for a Total Compensation of \$37,106 so that the \$20,000 Originally Allocated to Coming Home Connection's Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:

Quality of Life: 01/19/202

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 21-13039

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 2

VOTE SUMMARY



City of Santa Fe

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Chris Rivera, Amanda Chavez

User Name - Jeff Norris

User Email - jtnorris@santafenm.gov

VOTE SUMMARY



Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment #1 Santa Fe Public Schools - Adelante CDBG Contract to Add Compensation in the Amount of \$17,000 for a Total Compensation of \$37,106 so that the \$20,000 Originally Allocated to Coming Home Connection's Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:

Quality of Life: 01/19/202

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 21-13039

Motion Type - Approve

Motion Mover -

Motion Secunder -

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY



City of Santa Fe

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY



Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment #1 Santa Fe Public Schools - Adelante CDBG Contract to Add Compensation in the Amount of \$17,000 for a Total Compensation of \$37,106 so that the \$20,000 Originally Allocated to Coming Home Connection's Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:

Quality of Life: 01/19/202

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 21-13039

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Michael Garcia

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY



City of Santa Fe

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jeff Norris

User Email - jtnorris@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #21-0338**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 6, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Public Schools - Adelante (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Subrecipient, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. COMPENSATION

Article VI, paragraph A of the Contract is hereby deleted. A new Article VI, paragraph A of this Contract is inserted to increase the amount of compensation by a total of seventeen thousand dollars (\$17,000) so that Article VI, paragraph A reads in its entirety as follows:

A. The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed thirty-seven thousand six dollars (\$37,106). Non-Profit, 501c3 organizations are exempt from GRT. **The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed (\$37,106).** Non-Profit, 501c3 organizations are exempt from GRT. **This amount is a maximum and not a guarantee that the work assigned to be performed by Subrecipient under this Agreement shall equal the amount stated herein. The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK

SFPS-ADELANTE:

By: *Sue O'Brien*
Sue O'Brien (Dec 2, 2021 11:22 MST)

SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 29, 2021 15:36 MST)

SENIOR ASSISTANCE CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400 *AH*
ORG/OBJ # AH

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 6th day of July _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Public Schools – Adelante (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will be used to support staffing for liaison services to support academic achievement for Pre-K – 12 students and their families who are experiencing housing instability or homelessness. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Services provided by this program include advocacy, tutoring, evening programs, case management and material aid (school supplies, clothing, etc.) and referral to social services when necessary.

C. A minimum of eight hundred (800) students and their families are expected to receive services.

D. Contractor will report to the City on a quarterly basis the use of funds program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under

this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);
2. Aid in the prevention or elimination of slums or blight; and
3. Meet community development needs having a particular urgency as defined

in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by

this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

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

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

satisfactorily performed, such compensation shall not exceed twenty thousand one hundred six dollars (\$20,106). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$20,106). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as

24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

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

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any

budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses

established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and

incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of

interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and

physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or

Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

SFPS - Adelante
1300 Camino Sierra Vista
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended

nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

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

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of

Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

XXXII. OTHER INSURANCE

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract

and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 24 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Records documenting compliance with EPLS/SAM for each sub-contractor;
- (7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;
- (8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

- (1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment

and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction,

renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the

requirements of “Section 3” of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). “Section 3” requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located”.

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in

the performance of the services under this Contract.

B. The Contractor shall comply with 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:



ALAN WEBBER, MAYOR

DATE: Jul 8, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 9, 2021 10:44 MDT)

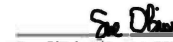
KRISTINE BUSTOS MIHELICIC,

CITY CLERK

GB MTG 06/30/2021

SUBRECIPIENT:

SFPS - ADELANTE



Sue O'Brien (Apr 14, 2021 14:30 MDT)

SUSAN O'BRIEN

DIRECTOR, STUDENT WELLNESS

DATE: _____

New Mexico Taxation and Revenue

Dept.

CRS No. N/A

City of Santa Fe Business Registration

No. N/A

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2021 13:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 6, 2021 18:04 MDT)

MARY MCCOY, FINANCE DIRECTOR

2402750.510400

ORG/OBJ #

AJH
AJH

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (SFPS - ADELANTE)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				\$20,106
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	Title I - \$23,031.87	Medicaid - \$1,180.45		\$24,212.32
City Funding	CYC - \$66,590.86			\$66,590.86
County Funding	Youth Program - \$10,185			\$10,185
Private Funds	Partners in Ed - \$48,787.02			\$48,787.02
Other (i.e. in-kind, private funds)				
Total of all funding sources				\$169,881.20

The following chart details how the secured funding amount will support the various aspects of (SFPS - ADELANTE).

Cost	CDBG Allocation
CDBG Funding	\$20,106
Cost	Private Leveraged Funds
Other	\$24,212.32
	\$66,590.86
	\$10,185
	\$48,787.02
Total	\$169,881.20



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202680

Contractor: SFPS - Adelante

Description: Elementary School Liaison

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: 06/30/2022

Approved by Council Date: 06/30/2021

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0338

Increase/(Decrease) Amount \$ 17,000

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: To increase compensation by \$17,000

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

Original contract: **\$20,106**

Amendment #1 - Increase compensation by \$17,000 for a total amount of \$37,106

3. Procurement History: **RFP: 21/24/P**


Fran D. Haway (Dec 6, 2021 11:19 MST)

Dec 6, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment 1 to increase funding- exp. 6/30/22

4. Funding Source: **CDBG**

Org / Object: **2402750.510400**


Andy Hopkins (Dec 2, 2021 13:33 MST)

Dec 2, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021

TO: Quality of Life Committee – January 2022
Finance Committee – January 2022
City Council – January 2022

VIA: Rich Brown, Community Development Director *Richard Brown*

FROM: Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*
Alexandra Ladd (Nov 24, 2021 09:35 MST)

ITEM: Amendments to CDBG Contracts

ACTION REQUESTED:

Please approve two amendments to CDBG contracts to add compensation so that the \$20,000 originally allocated to Coming Home Connection’s Casa Cielo project is redistributed to other public services activities for the 21-22 program year.

BACKGROUND:

In March, the Community Development Commission recommended CDBG funding in the amount of \$20,000 for the Casa Cielo project, a program offered by Coming Home Connection. Funded as a public service, the project offered end-of-life care for terminally ill residents who did not have an adequate or safe living space in which to spend their final days. In August, the organization made the painful decision to cease operations of the facility, citing capacity and funding limitations.

ITEM AND ISSUE:

On October 20, 2021, the Community Development Commission made a recommendation to redistribute the funds for the purpose of bringing the remaining projects to the amounts requested in their applications. Because this amount is less than the threshold amount of \$25,000 that would trigger an amendment to the Action Plan, this project amendment can be completed administratively for Governing Body approval. The recommended distribution is illustrated below.

Project	Application Amount	Funded Amount	Increase/Decrease	Final Amended Amount
Casa Cielo - End of Life Services	\$ 40,000	\$ 20,000.00	\$ (20,000.00)	Project canceled
Womens Safe Haven	\$ 35,000	\$ 32,000.00	\$ 3,000.00	\$ 35,000.00
Elementary School Liaison	\$ 35,000	\$ 20,106.00	\$ 17,000.00	\$ 37,106.00
Cold Weather Shelter	\$ 20,000	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ 130,000	\$ 92,106.00		\$ 92,106.00




Memo_Reprogramming_Council_packet

Final Audit Report

2021-11-23

Created:	2021-11-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1sUuhwEs0bLZLL_s3kctQTHfXstGQ-WM

"Memo_Reprogramming_Council_packet" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-23 - 9:42:05 PM GMT- IP address: 63.232.20.2
-  Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2021-11-23 - 9:42:39 PM GMT
-  Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2021-11-23 - 11:42:51 PM GMT- IP address: 71.228.116.134
-  Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2021-11-23 - 11:43:16 PM GMT - Time Source: server- IP address: 71.228.116.134
-  Agreement completed.
2021-11-23 - 11:43:16 PM GMT






Memo - Amendments for CDBG

Final Audit Report

2021-11-24

Created:	2021-11-24
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgEvuvGN29LRKLbKwO4Ujr3tjEADVPhM8

"Memo - Amendments for CDBG" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-24 - 3:20:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-11-24 - 3:21:00 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-11-24 - 4:35:01 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-11-24 - 4:35:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-11-24 - 4:35:17 PM GMT



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: RFP #21/24/P (CDBG)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 11/23/2021

Department Rep Printed Name (attesting that all information included) Title Date
Fran Duway Chief Procurement Officer Dec 6, 2021

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services														
	PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818)449-9449														
	E-MAIL ADDRESS: rservices@pomsassoc.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : New Mexico Public Schools Insurance Authority</td> <td>N/A</td> </tr> <tr> <td>INSURER B : Safety National</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New Mexico Public Schools Insurance Authority	N/A	INSURER B : Safety National		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : New Mexico Public Schools Insurance Authority	N/A														
INSURER B : Safety National															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

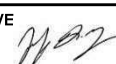
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			MOC NO L0024	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ Tort Limit
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Tort Limit
	<input checked="" type="checkbox"/> Owners Contractors Protective Liability						MED EXP (Any one person)	\$ Tort Limit
							PERSONAL & ADV INJURY	\$ Tort Limit
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ Tort Limit
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ Tort Limit
							Maximum Liability	\$ 1,050,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence	
							Maximum Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=\$750K.
Certificate is for agency which works with us on Grants

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability






Amendment #1 (for Finance)

Final Audit Report

2021-12-02

Created:	2021-11-30
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4rhWXmYQF5NXerWZgPEY9TvkV71YFbbS

"Amendment #1 (for Finance)" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-30 - 9:47:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to Sue O'Brien (sueobrien@sfps.k12.nm.us) for signature
2021-11-30 - 9:47:51 PM GMT
-  Email viewed by Sue O'Brien (sueobrien@sfps.k12.nm.us)
2021-12-02 - 6:22:21 PM GMT- IP address: 74.125.212.75
-  Document e-signed by Sue O'Brien (sueobrien@sfps.k12.nm.us)
Signature Date: 2021-12-02 - 6:22:36 PM GMT - Time Source: server- IP address: 67.0.3.18
-  Agreement completed.
2021-12-02 - 6:22:36 PM GMT



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

DATE: January 13, 2022

TO: Finance Committee

VIA: Mary T. McCoy 
Finance Director

FROM: Andy Hopkins
Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending December 31, 2021 (Second Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

- A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed \$60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

- B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.
- C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.
- D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$55,994,323 and a net increase to the overall revenue budget of \$29,193,478. The resulting net expenditure increase of \$26,800,845 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REQUESTING APPROVAL OF SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2021/2022.

WHEREAS, a Second Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the Second Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED the __ day of _____, 2022.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION
N.M. DEPARTMENT OF FINANCE
AND ADMINISTRATION

FIR No. 10379

FISCAL IMPACT REPORT

General Information:

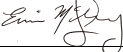
(Check) Bill: _____ Resolution: X _____

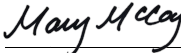
Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 1/13/2022 Phone: 955-6177

Reviewed by City Attorney:  Date: Jan 27, 2022

Reviewed by Finance Director:  Date: Jan 28, 2022

Summary:

The purpose of the Resolution is to make 2nd Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Signature:

Email: ajhopkins@santafenm.gov

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ †	\$ 0	\$ 0	N	NR	†	
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/ Professional Services	\$ †	\$ 0	\$ 0			†	
Operating	\$ †	\$ 0	\$ 0			†	
Total:	\$ †	\$ 0	\$ 0			†	\$ †

Commented [GJB1]: Why not for every Expenditure Type?

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Attachments – Resolution Detail by Fund

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
<u>Council-Approved Capital Improvements Program (CIP) Budget Amendments:</u>					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	\$ 8,382,747	\$ -	\$ (8,382,747)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	-	(2,337,957)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	-	(600,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	350,000	-	(350,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	2,337,957	-
320	CIP Facilities	Appropriations from FY21 GRT earned in excess of budgeted estimates and Parks Impact Fees for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	475,770	475,770	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Agua Fria/S. Meadows Rd. Intersection Improvements project [CC apvd. 11/10/21, #11-c]	1,615,000	1,615,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 11/10/21, #10-i]	784,438	784,438	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Bishop's Lodge Road Reconstruction CIP project [CC apvd. 11/10/21, #11-e]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Paseo del Sol Extension CIP project [CC apvd. 11/10/21, #11-g]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Henry Lynch Road Reconstruction CIP project [CC apvd. 11/10/21, #11-i]	427,500	427,500	-
345	CIP Community Development	Adjustment reflecting correction to Seniors revenue/expense/ grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	2,843,717	2,843,717	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Kitchen Angels project [CC apvd. 12/8/21, #10-i]	100,000	100,000	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	4,000,000	-	(4,000,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	125,770	-	(125,770)
500	Waste Water Management	Appropriations for various ongoing Wastewater CIP projects [CC apvd. 10/27/21, #10-f]	4,350,805	-	(4,350,805)
500	Waste Water Management	Appropriation from available balance for emergency on-call Wastewater system repairs [CC apvd. 10/13/21, #10-j]	297,930	-	(297,930)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Appropriation from available balance for ongoing Water CIP projects [CC apvd. 10/27/21, #10-e]	1,206,395	-	(1,206,395)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services [CC apvd. 10/13/21, #10-a]	542,188	-	(542,188)
515	Railyard Properties	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	600,000	-
545	Airport	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	12,382,747	12,382,747	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			\$ 45,280,921	\$ 23,087,129	\$ (22,193,792)
<u>Other Council-Approved Budget Amendments:</u>					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund employee retention and recruitment incentives in Human Resources [CC apvd. 12/8/21, #10-r]	\$ 2,700,000	\$ 2,700,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	602,413	602,413	-
100	General Fund	Appropriation of revenue and associated legal services costs per settlement agreement with NM Taxation & Revenue Dept. regarding incorrect tax revenue distributions from NM TRD [CC apvd. 11/10/21, #10-m]	292,336	292,336	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	242,804	242,804	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund position increases, 1 new Engineer position and 1 frozen position in Planning & Land Use [CC apvd. 12/8/21, #11-a]	231,623	231,623	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4.5 FTEs and associated costs for the Mobile Hygiene Unit program in Community Services [CC apvd. 12/8/21, #10-t]	205,000	205,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4 frozen Finance positions [CC apvd. 12/8/21, #10-v]	190,680	190,680	-
100	General Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	149,862	-	(149,862)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs [CC apvd. 11/10/21, #10-d]	89,303	89,303	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 3 frozen Municipal Court positions [CC apvd. 12/8/21, #10-y]	84,411	84,411	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	70,806	70,806	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund new IPRA Manager position in City Attorney's Office and transfer 2 positions from Community Engagement to City Attorney [CC apvd. 12/8/21, #10-w]	58,510	58,510	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 1 new Human Resources Recruitment Specialist position [CC apvd. 12/8/21, #10-z]	54,362	54,362	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	38,310	38,310	-
212	Economic Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	66,938	66,938	-
212	Economic Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,712	2,712	-
213	Lodgers' Tax Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	13,950	13,950	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	94,334	94,334	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
222	Fire Environmental Services	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,982	2,982	-
231	City Drainage Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,418	10,418	-
233	Transportation Grants	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	8,601	8,601	-
233	Transportation Grants	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,949	1,949	-
240	Community Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	1,150	1,150	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
241	Senior Citizen Grants/Programs	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	(2,843,717)	(2,894,376)	(50,659)
241	Senior Citizen Grants/Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	77,026	77,026	-
241	Senior Citizen Grants/Programs	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	17,493	17,493	-
251	Library Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	14,745	14,745	-
251	Library Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,743	1,743	-
254	Public Facilities Fund	Adjustment to re-budget remaining portion of NMDOT Safe Routes to Schools grant [CC apvd. 10/27/21, #10-c]	262,464	293,006	30,542
256	Youth/Recreation Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,843	2,843	-
330	CIP Streets & Roadways	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	49,627	49,627	-
330	CIP Streets & Roadways	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	19,856	19,856	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	212,804	212,804	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	120,433	120,433	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	110,000	110,000	-
365	½% GRT Income Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	46,388	46,388	-
500	Waste Water Management	Appropriation from available balance to fund frozen WW Field Operator positions and new WW Operator Lead position [CC apvd. 10/13/21, #10-b]	153,303	-	(153,303)
500	Waste Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,914	71,914	-
505	Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	132,840	132,840	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	131,698	-	(131,698)
505	Water Management	Appropriation of funding from available balance to fund frozen Pipefitter position [CC apvd. 10/13/21, #10-b]	47,848	-	(47,848)
510	Environmental Services	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	108,025	108,025	-
511	Utilities Administration	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	(58,985)	-	58,985
511	Utilities Administration	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	54,693	54,693	-
515	Railyard Properties	Appropriation of Railyard property sale revenue earned in FY21 for deferred safety/maintenance projects at the Railyard [CC apvd. 12/8/21, #11-d]	175,000	-	(175,000)
515	Railyard Properties	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	3,091	3,091	-
515	Railyard Properties	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,353	1,353	-
520	Santa Fe Convention Center	Appropriation from available reserve for replacement of Convention Center air handler units [CC apvd. 11/10/21, #10-b]	663,225	-	(663,225)
520	Santa Fe Convention Center	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	18,533	18,533	-
530	Municipal Recreation Complex	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	204,334	204,334	-
530	Municipal Recreation Complex	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	6,204	6,204	-
530	Municipal Recreation Complex	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,590	2,590	-
535	Parking	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
535	Parking	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	33,046	33,046	-
535	Parking	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	12,475	12,475	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
540	Transit Bus System	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	118,129	118,129	-
540	Transit Bus System	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
540	Transit Bus System	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	5,648	5,648	-
545	Airport	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,328	10,328	-
545	Airport	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,605	2,605	-
550	Genoveva Chavez Community Ctr	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	34,819	34,819	-
550	Genoveva Chavez Community Ctr	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	10,710	10,710	-
620	Services to Other Departments	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,620	71,620	-
Subtotal - Other Council-Approved Budget Amendments			\$ 5,660,825	\$ 4,378,757	\$ (1,282,068)
TOTAL - Budget Amendments Previously Approved by City Council			\$ 50,941,746	\$ 27,465,886	\$ (23,475,860)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [B]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE NOT PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates for contracted audit assistance	\$ 60,000	\$ 60,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
100	General Fund	Allocation of Finance Department vacancy savings to ITT for purchase of laptops and phones for new Finance employees	1,829	1,829	-
100	General Fund	Transfer from Emergency Services Fund for an adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
222	Fire Environmental Services	Adjustment to re-budget remaining portion of wildland fire reimbursement grant	119,287	-	(119,287)
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year NM Law Enforcement Protection Fund grant for Police staff training	53,353	53,353	-
232	Impact Fees Fund	Appropriation to fund reclassification of a position to an Impact Fee Planner	6,105	-	(6,105)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Multimodal Transitional Plan CIP project	17,695	-	(17,695)
350	CIP Arts and Culture	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	119,305	-	(119,305)
500	Waste Water Management	Appropriations for replacement of a vehicle and repair of Wastewater system equipment	56,284	-	(56,284)
500	Waste Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	477	-	(477)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing water CIP projects	147,971	-	(147,971)
505	Water Management	Appropriation for contracted legal services for the Water Division	60,000	-	(60,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	50,963	-	(50,963)
505	Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	18,510	-	(18,510)
505	Water Management	Appropriation of salary/benefits increase for a Water Operator Advanced position to bring the position's salary into line with other equivalent positions	7,475	-	(7,475)
510	Environmental Services	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	13,673	-	(13,673)
511	Utilities Administration	Appropriations in Utility Customer Service to cover postage, billing system maintenance and HVAC system service	53,421	-	(53,421)
511	Utilities Administration	Appropriations in Utility Customer Service to cover salary increases for an Admin Assistant and Collections Specialist, and for reclassification of an Account Specialist	7,853	-	(7,853)
520	Santa Fe Convention Center	Adjustment to re-budget remaining portion of prior year NM Tourism Dept. grant to support business generation in Santa Fe	300,000	-	(300,000)
530	Municipal Recreation Complex	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing MRC Soccer Valley Improvements project	237,855	238,006	151

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
530	Municipal Recreation Complex	Transfer from unfunded Engineering General Fund position to fund vacant Golf Course Manager position	18,752	18,752	-
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Southside Roundabout CIP project	882,108	-	(882,108)
600	Risk Management	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Finance for computer hardware/mobile phone purchases	30,180	30,180	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for computer hardware purchases	7,059	7,059	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Streets Division for mobile phone purchases	3,200	3,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for computer hardware purchases	2,660	2,660	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase/communications charges	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Genoveva Chavez Community Center for mobile phone purchases	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	360	360	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			\$ 2,335,059	\$ 474,083	\$ (1,860,976)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2021/22 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	\$ 947,420	\$ 947,420	\$ -
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a roll-off truck	189,419	189,419	-
810	SF Solid Waste Mgmt Agency	Appropriation for household hazardous waste collection services	140,000	-	(140,000)
810	SF Solid Waste Mgmt Agency	Appropriation for landfill gas system operations & maintenance	116,670	116,670	-
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA managed IT services	60,000	-	(60,000)
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA employee medical services	10,500	-	(10,500)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	947,420	-	(947,420)
812	SWMA Gas Collection Reserve	Appropriation for landfill gas system operations & maintenance	116,670	-	(116,670)
<i>TOTAL - Joint Operations - Board Approved Budget Amendments</i>			\$ 2,717,518	\$ 1,253,509	\$ (1,464,009)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2021/22 BUDGET BY
FUND**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 13,483,538	\$ 4,950,929	\$ (8,532,609)
212	Economic Development	69,650	69,650	-
213	Lodgers' Tax Fund	13,950	13,950	-
216	Gross Receipts Tax Fund	3,202,601	264,644	(2,937,957)
222	Fire Environmental Services	122,269	2,982	(119,287)
223	Law Enforcement	53,353	53,353	-
231	City Drainage Fund	10,418	10,418	-
232	Impact Fees Fund	356,105	-	(356,105)
233	Transportation Grants	10,550	10,550	-
240	Community Development	1,150	1,150	-
241	Senior Citizen Grants/Programs	(2,749,198)	(2,799,857)	(50,659)
251	Library Fund	16,488	16,488	-
254	Public Facilities Fund	262,464	293,006	30,542
256	Youth/Recreation Programs	2,843	2,843	-
320	CIP Facilities	2,813,727	2,813,727	-
330	CIP Streets & Roadways	4,416,421	4,416,421	-
335	CIP Bond Acquisition	17,695	-	(17,695)
345	CIP Community Development	2,943,717	2,943,717	-
350	CIP Arts and Culture	119,305	-	(119,305)
365	½% GRT Income Fund	4,615,395	489,625	(4,125,770)
500	Waste Water Management	4,930,713	71,914	(4,858,799)
505	Water Management	2,345,888	132,840	(2,213,048)
510	Environmental Services	121,698	108,025	(13,673)
511	Utilities Administration	56,982	54,693	(2,289)
515	Railyard Properties	779,444	604,444	(175,000)
520	Santa Fe Convention Center	981,758	18,533	(963,225)
530	Municipal Recreation Complex	469,735	469,886	151
535	Parking	119,644	119,644	-
540	Transit Bus System	1,102,072	219,964	(882,108)
545	Airport	12,395,680	12,395,680	-
550	Genoveva Chavez Community Ctr	45,529	45,529	-
600	Risk Management	28,137	28,137	-
620	Services to Other Departments	117,084	117,084	-
810	SF Solid Waste Mgmt Agency	1,464,009	1,253,509	(210,500)
811	SWMA Equip Replacement Fund	1,136,839	-	(1,136,839)
812	SWMA Gas Collection Reserve	116,670	-	(116,670)
QUARTERLY TOTAL - ALL FUNDS		\$ 55,994,323	\$ 29,193,478	\$ (26,800,845)



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

DATE: January 13, 2022

TO: Finance Committee

VIA: Mary T. McCoy
Finance Director

FROM: Andy Hopkins *AJH*
Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending December 31, 2021 (Second Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

- A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed \$60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

- B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.
- C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.
- D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$55,994,323 and a net increase to the overall revenue budget of \$29,193,478. The resulting net expenditure increase of \$26,800,845 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2022-**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6
7
8
9
10
11 **A RESOLUTION**

12 **RELATING TO A REQUEST FOR APPROVAL OF SECOND QUARTER BUDGET**

13 **AMENDMENTS FOR FISCAL YEAR 2021/2022.**

14 **WHEREAS**, a Second Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to
15 address significant priorities.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the Governing Body does request authorization for budget amendments
18 as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part
19 of this resolution.

20 **BE IT FURTHER RESOLVED** that it is respectfully requested that authorization to
21 implement the Second Quarter Budget Amendments be granted by the Local Government Division of
22 the New Mexico Department of Finance and Administration.

23
24
25

1 PASSED, APPROVED and ADOPTED the 9th day of February, 2022.

2

3

4

ALAN WEBBER, MAYOR

5

ATTEST:

6

7

8

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

9

10

APPROVED AS TO FORM:

11

12

13

ERIN K. MCSHERRY, CITY ATTORNEY

14

15

16

LOCAL GOVERNMENT DIVISION

17

N.M. DEPARTMENT OF FINANCE

18

AND ADMINISTRATION

19

20

21

22

23

24

25

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
<u>Council-Approved Capital Improvements Program (CIP) Budget Amendments:</u>					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	\$ 8,382,747	\$ -	\$ (8,382,747)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	-	(2,337,957)
216	Gross Receipts Tax Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	-	(600,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	350,000	-	(350,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Bicentennial Pool Facility Repairs CIP project [CC apvd. 10/13/21, #10-e]	2,337,957	2,337,957	-
320	CIP Facilities	Appropriations from FY21 GRT earned in excess of budgeted estimates and Parks Impact Fees for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	475,770	475,770	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Agua Fria/S. Meadows Rd. Intersection Improvements project [CC apvd. 11/10/21, #11-c]	1,615,000	1,615,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 11/10/21, #10-i]	784,438	784,438	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Bishop's Lodge Road Reconstruction CIP project [CC apvd. 11/10/21, #11-e]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Paseo del Sol Extension CIP project [CC apvd. 11/10/21, #11-g]	760,000	760,000	-
330	CIP Streets & Roadways	Appropriation of NMDOT grant for the Henry Lynch Road Reconstruction CIP project [CC apvd. 11/10/21, #11-i]	427,500	427,500	-
345	CIP Community Development	Adjustment reflecting correction to Seniors revenue/expense/ grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	2,843,717	2,843,717	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Kitchen Angels project [CC apvd. 12/8/21, #10-i]	100,000	100,000	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	4,000,000	-	(4,000,000)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates for the Water St. Public Restrooms CIP Project [CC apvd. 12/8/21, #10-ae]	125,770	-	(125,770)
500	Waste Water Management	Appropriations for various ongoing Wastewater CIP projects [CC apvd. 10/27/21, #10-f]	4,350,805	-	(4,350,805)
500	Waste Water Management	Appropriation from available balance for emergency on-call Wastewater system repairs [CC apvd. 10/13/21, #10-j]	297,930	-	(297,930)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Appropriation from available balance for ongoing Water CIP projects [CC apvd. 10/27/21, #10-e]	1,206,395	-	(1,206,395)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services [CC apvd. 10/13/21, #10-a]	542,188	-	(542,188)
515	Railyard Properties	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the Railyard Train Depot interior CIP project [CC apvd. 10/13/21, #10-f]	600,000	600,000	-
545	Airport	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient funding for the Airport Terminal and Parking Facility CIP projects [CC apvd. 10/13/21, #11-d]	12,382,747	12,382,747	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			\$ 45,280,921	\$ 23,087,129	\$ (22,193,792)
<u>Other Council-Approved Budget Amendments:</u>					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund employee retention and recruitment incentives in Human Resources [CC apvd. 12/8/21, #10-r]	\$ 2,700,000	\$ 2,700,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	602,413	602,413	-
100	General Fund	Appropriation of revenue and associated legal services costs per settlement agreement with NM Taxation & Revenue Dept. regarding incorrect tax revenue distributions from NM TRD [CC apvd. 11/10/21, #10-m]	292,336	292,336	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	242,804	242,804	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund position increases, 1 new Engineer position and 1 frozen position in Planning & Land Use [CC apvd. 12/8/21, #11-a]	231,623	231,623	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4.5 FTEs and associated costs for the Mobile Hygiene Unit program in Community Services [CC apvd. 12/8/21, #10-t]	205,000	205,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 4 frozen Finance positions [CC apvd. 12/8/21, #10-v]	190,680	190,680	-
100	General Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	149,862	-	(149,862)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs [CC apvd. 11/10/21, #10-d]	89,303	89,303	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 3 frozen Municipal Court positions [CC apvd. 12/8/21, #10-y]	84,411	84,411	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	70,806	70,806	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund new IPRA Manager position in City Attorney's Office and transfer 2 positions from Community Engagement to City Attorney [CC apvd. 12/8/21, #10-w]	58,510	58,510	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 1 new Human Resources Recruitment Specialist position [CC apvd. 12/8/21, #10-z]	54,362	54,362	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	38,310	38,310	-
212	Economic Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund/reclass frozen Broadband Manager position in Economic Development [CC apvd. 12/8/21, #10-s]	66,938	66,938	-
212	Economic Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,712	2,712	-
213	Lodgers' Tax Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	13,950	13,950	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	94,334	94,334	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
222	Fire Environmental Services	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,982	2,982	-
231	City Drainage Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,418	10,418	-
233	Transportation Grants	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	8,601	8,601	-
233	Transportation Grants	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,949	1,949	-
240	Community Development	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	1,150	1,150	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
241	Senior Citizen Grants/Programs	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund corrections to Seniors revenue/expense/grant match budgets resulting from incorrect grant revenue estimates [CC apvd. 12/8/21, #10-u]	(2,843,717)	(2,894,376)	(50,659)
241	Senior Citizen Grants/Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	77,026	77,026	-
241	Senior Citizen Grants/Programs	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	17,493	17,493	-
251	Library Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	14,745	14,745	-
251	Library Fund	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,743	1,743	-
254	Public Facilities Fund	Adjustment to re-budget remaining portion of NMDOT Safe Routes to Schools grant [CC apvd. 10/27/21, #10-c]	262,464	293,006	30,542
256	Youth/Recreation Programs	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	2,843	2,843	-
330	CIP Streets & Roadways	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	49,627	49,627	-
330	CIP Streets & Roadways	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	19,856	19,856	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Parks Division operating/capital needs [CC apvd. 12/28/21, #7-a]	212,804	212,804	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Streets position increases [CC apvd. 12/8/21, #10-ab]	120,433	120,433	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	110,000	110,000	-
365	½% GRT Income Fund	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	46,388	46,388	-
500	Waste Water Management	Appropriation from available balance to fund frozen WW Field Operator positions and new WW Operator Lead position [CC apvd. 10/13/21, #10-b]	153,303	-	(153,303)
500	Waste Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,914	71,914	-
505	Water Management	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	132,840	132,840	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	131,698	-	(131,698)
505	Water Management	Appropriation of funding from available balance to fund frozen Pipefitter position [CC apvd. 10/13/21, #10-b]	47,848	-	(47,848)
510	Environmental Services	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	108,025	108,025	-
511	Utilities Administration	Adjustments reflecting transfer and reclassification of position from Utility Customer Service to Water and reclassification of Water position [CC apvd. 11/10/21, #10-l]	(58,985)	-	58,985
511	Utilities Administration	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	54,693	54,693	-
515	Railyard Properties	Appropriation of Railyard property sale revenue earned in FY21 for deferred safety/maintenance projects at the Railyard [CC apvd. 12/8/21, #11-d]	175,000	-	(175,000)
515	Railyard Properties	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	3,091	3,091	-
515	Railyard Properties	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	1,353	1,353	-
520	Santa Fe Convention Center	Appropriation from available reserve for replacement of Convention Center air handler units [CC apvd. 11/10/21, #10-b]	663,225	-	(663,225)
520	Santa Fe Convention Center	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	18,533	18,533	-
530	Municipal Recreation Complex	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund a frozen MRC position and support MRC operating/capital needs [CC apvd. 12/28/21, #7-b]	204,334	204,334	-
530	Municipal Recreation Complex	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	6,204	6,204	-
530	Municipal Recreation Complex	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,590	2,590	-
535	Parking	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund 2 frozen Parking positions [CC apvd. 12/8/21, #10-aa]	74,123	74,123	-
535	Parking	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	33,046	33,046	-
535	Parking	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	12,475	12,475	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
540	Transit Bus System	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	118,129	118,129	-
540	Transit Bus System	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Transit position increases [CC apvd. 12/8/21, #10-ad]	96,187	96,187	-
540	Transit Bus System	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	5,648	5,648	-
545	Airport	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	10,328	10,328	-
545	Airport	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	2,605	2,605	-
550	Genoveva Chavez Community Ctr	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	34,819	34,819	-
550	Genoveva Chavez Community Ctr	Appropriation from FY21 General Fund GRT earned in excess of budgeted estimates to fund an increase in the City's minimum wage to \$15 per hour [CC apvd. 10/27/21, #10-g]	10,710	10,710	-
620	Services to Other Departments	Allocation of 4% increase for AFSCME employees to various City Divisions per approved union disbursement and Council-approved FY22 budget [CC apvd. 4/28/21, #20-a]	71,620	71,620	-
Subtotal - Other Council-Approved Budget Amendments			\$ 5,660,825	\$ 4,378,757	\$ (1,282,068)
TOTAL - Budget Amendments Previously Approved by City Council			\$ 50,941,746	\$ 27,465,886	\$ (23,475,860)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [B]

**AMENDMENTS TO FY 2021/22 BUDGET
THAT HAVE NOT PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates for contracted audit assistance	\$ 60,000	\$ 60,000	\$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
100	General Fund	Allocation of Finance Department vacancy savings to ITT for purchase of laptops and phones for new Finance employees	1,829	1,829	-
100	General Fund	Transfer from Emergency Services Fund for an adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
222	Fire Environmental Services	Adjustment to re-budget remaining portion of wildland fire reimbursement grant	119,287	-	(119,287)
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year NM Law Enforcement Protection Fund grant for Police staff training	53,353	53,353	-
232	Impact Fees Fund	Appropriation to fund reclassification of a position to an Impact Fee Planner	6,105	-	(6,105)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Multimodal Transitional Plan CIP project	17,695	-	(17,695)
350	CIP Arts and Culture	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	119,305	-	(119,305)
500	Waste Water Management	Appropriations for replacement of a vehicle and repair of Wastewater system equipment	56,284	-	(56,284)
500	Waste Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	477	-	(477)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing water CIP projects	147,971	-	(147,971)
505	Water Management	Appropriation for contracted legal services for the Water Division	60,000	-	(60,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	50,963	-	(50,963)
505	Water Management	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	18,510	-	(18,510)
505	Water Management	Appropriation of salary/benefits increase for a Water Operator Advanced position to bring the position's salary into line with other equivalent positions	7,475	-	(7,475)
510	Environmental Services	Appropriation for financial services costs incurred in FY21 for which invoices were received past the year-end deadline	13,673	-	(13,673)
511	Utilities Administration	Appropriations in Utility Customer Service to cover postage, billing system maintenance and HVAC system service	53,421	-	(53,421)
511	Utilities Administration	Appropriations in Utility Customer Service to cover salary increases for an Admin Assistant and Collections Specialist, and for reclassification of an Account Specialist	7,853	-	(7,853)
520	Santa Fe Convention Center	Adjustment to re-budget remaining portion of prior year NM Tourism Dept. grant to support business generation in Santa Fe	300,000	-	(300,000)
530	Municipal Recreation Complex	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing MRC Soccer Valley Improvements project	237,855	238,006	151

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
530	Municipal Recreation Complex	Transfer from unfunded Engineering General Fund position to fund vacant Golf Course Manager position	18,752	18,752	-
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Southside Roundabout CIP project	882,108	-	(882,108)
600	Risk Management	Appropriation from FY22 General Fund GRT earned in excess of budgeted estimates to fund frozen Safety Admin Specialist position in Safety Division	28,137	28,137	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Finance for computer hardware/mobile phone purchases	30,180	30,180	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for computer hardware purchases	7,059	7,059	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Streets Division for mobile phone purchases	3,200	3,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for computer hardware purchases	2,660	2,660	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase/communications charges	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Genoveva Chavez Community Center for mobile phone purchases	800	800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for mobile phone communications charges	405	405	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	360	360	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			\$ 2,335,059	\$ 474,083	\$ (1,860,976)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2021/22 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	\$ 947,420	\$ 947,420	\$ -
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a roll-off truck	189,419	189,419	-
810	SF Solid Waste Mgmt Agency	Appropriation for household hazardous waste collection services	140,000	-	(140,000)
810	SF Solid Waste Mgmt Agency	Appropriation for landfill gas system operations & maintenance	116,670	116,670	-
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA managed IT services	60,000	-	(60,000)
810	SF Solid Waste Mgmt Agency	Appropriation for contracted SWMA employee medical services	10,500	-	(10,500)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a waste handler dozer	947,420	-	(947,420)
812	SWMA Gas Collection Reserve	Appropriation for landfill gas system operations & maintenance	116,670	-	(116,670)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 2,717,518	\$ 1,253,509	\$ (1,464,009)

CITY OF SANTA FE

2ND QUARTER FY 2021/22

~ ~ ~

SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2021/22 BUDGET BY
FUND**

CITY OF SANTA FE - SECOND QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 13,483,538	\$ 4,950,929	\$ (8,532,609)
212	Economic Development	69,650	69,650	-
213	Lodgers' Tax Fund	13,950	13,950	-
216	Gross Receipts Tax Fund	3,202,601	264,644	(2,937,957)
222	Fire Environmental Services	122,269	2,982	(119,287)
223	Law Enforcement	53,353	53,353	-
231	City Drainage Fund	10,418	10,418	-
232	Impact Fees Fund	356,105	-	(356,105)
233	Transportation Grants	10,550	10,550	-
240	Community Development	1,150	1,150	-
241	Senior Citizen Grants/Programs	(2,749,198)	(2,799,857)	(50,659)
251	Library Fund	16,488	16,488	-
254	Public Facilities Fund	262,464	293,006	30,542
256	Youth/Recreation Programs	2,843	2,843	-
320	CIP Facilities	2,813,727	2,813,727	-
330	CIP Streets & Roadways	4,416,421	4,416,421	-
335	CIP Bond Acquisition	17,695	-	(17,695)
345	CIP Community Development	2,943,717	2,943,717	-
350	CIP Arts and Culture	119,305	-	(119,305)
365	½% GRT Income Fund	4,615,395	489,625	(4,125,770)
500	Waste Water Management	4,930,713	71,914	(4,858,799)
505	Water Management	2,345,888	132,840	(2,213,048)
510	Environmental Services	121,698	108,025	(13,673)
511	Utilities Administration	56,982	54,693	(2,289)
515	Railyard Properties	779,444	604,444	(175,000)
520	Santa Fe Convention Center	981,758	18,533	(963,225)
530	Municipal Recreation Complex	469,735	469,886	151
535	Parking	119,644	119,644	-
540	Transit Bus System	1,102,072	219,964	(882,108)
545	Airport	12,395,680	12,395,680	-
550	Genoveva Chavez Community Ctr	45,529	45,529	-
600	Risk Management	28,137	28,137	-
620	Services to Other Departments	117,084	117,084	-
810	SF Solid Waste Mgmt Agency	1,464,009	1,253,509	(210,500)
811	SWMA Equip Replacement Fund	1,136,839	-	(1,136,839)
812	SWMA Gas Collection Reserve	116,670	-	(116,670)
QUARTERLY TOTAL - ALL FUNDS		\$ 55,994,323	\$ 29,193,478	\$ (26,800,845)

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 1/13/2022 Phone: 955-6177

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

 The purpose of the Resolution is to make 2nd Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

 Various.

Consequences of Not Enacting Legislation:

 The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

 None.

Performance and Administrative Implications:

 None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

 See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ †	\$ 0	\$ 0	N	NR	†	
Benefits*							
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/	\$ †	\$ 0	\$ 0			†	
Professional Services							
Operating	\$ †	\$ 0	\$ 0			†	
Total:	\$ †	\$ 0	\$ 0			†	\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Attachments – Resolution Detail by Fund



City of Santa Fe, New Mexico

Memorandum



Date: January 22, 2022

To: Governing Body

From: Rich Brown, Community Development Director ^{RB}
Regina Wheeler, Public Works Director ^{RW}
Kyra Ochoa, Public Health & Safety Director ^{KO}

CC: John Blair, City Manager

RE: Establishing additional 2022 Legislative Funding Priorities based on the potential availability of additional funding

EXECUTIVE SUMMARY:

The 2022 New Mexico Legislature has additional funding for local appropriations. With this resolution, the City establishes additional funding priorities to submit to the 2022 Legislature. These additional requests address critical community needs resulting from the COVID pandemic and subsequent economic downturn from March 2020 through the present. The recommended additional funding priorities total \$135,000,000 and are presented below in the proposed order of priority

- \$30,000,000 Airport Expansion Phase II and new access road
- \$30,000,000 for construction of a Food Innovation, Cannabis and Bioscience Manufacturing HUB Center at proposed South Meadows Crossing
- \$20,000,000 for Guarantee Income Program for Job Training and Workforce Development
- \$20,000,000 for Supportive, Permanent and Workforce Housing Development
- \$5,000,000 for Early Childcare Services and Workforce Development
- \$20,000,000 for Santa Fe Garson Film Studios Infrastructure Expansion Project
- \$5,000,000 for Small Business and Local Tourism Recovery and Resiliency Programs
- \$5,000,000 for COVID Testing/Vaccination Kits and PPE Materials for affected Communities

BACKGROUND:

The Governing Body adopted and submitted its 2023-2027 Infrastructure and Capital Improvement Plan (ICIP) and Legislative Priorities Resolution to the 2022 New Mexico Legislature requesting priorities. The City has other urgent funding needs that qualify as “urgent economic recovery projects” under the State and Local Fiscal Recovery Fund (“SLFRF”), a program under the American Rescue Plan Act (“ARPA”).



City of Santa Fe, New Mexico

Memorandum



ACTION REQUESTED:


Approval of Resolution No. 2022_ to establish additional legislative funding priorities based on the potential availability of additional funding from the State's America Rescue Plan Act (ARPA) funding.

ATTACHMENTS:

Resolution No 2022_
FIR - Additional Legislative Funding Priorities Worksheet

Signature: *Richard Brown*

Email: rdbrown@ci.santa-fe.nm.us

Signature: 

Email: rawheeler@ci.santa-fe.nm.us

Signature: 
Kyra Ochoa (Jan 24, 2022 08:19 MST)

Email: krochoa@ci.santa-fe.nm.us

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING ADDITIONAL LEGISLATIVE FUNDING PRIORITIES BASED ON THE POTENTIAL AVAILABILITY OF ADDITIONAL FUNDING DURING THE 2022 LEGISLATIVE SESSION.

WHEREAS, the Governing Body has adopted and submitted its 2023-2027 Infrastructure Capital Improvement Plan (ICIP) to the New Mexico Department of Finance and Administration as required to seek funding from the 2022 legislative session for any of the 56 projects on the ICIP;

WHEREAS, the Governing Body adopted its Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 and has shared that with the legislative delegation; and

WHEREAS, the capital priorities established by the Resolution are, in order of priority:

1. \$11,000,000 for the Santa Fe Regional Airport terminal expansion;
2. \$3,500,000 for Phase II improvements of SWAN Park;
3. \$10,000,000 for infrastructure improvements at the Midtown Santa Fe property;

- 1 4. \$3,000,000 for citywide median beautification safety improvements; and
2 5. \$9,380,000 for the construction of Fire Station #2; and
3 6. \$4,414,005 for bicycle and pedestrian infrastructure improvements in each
4 city council district; and

5 **WHEREAS**, the City has other urgent funding needs that qualify as “urgent economic
6 recovery projects” under the State and Local Fiscal Recovery Fund (“SLFRF”), a program under
7 the American Rescue Plan Act (“ARPA”); and

8 **WHEREAS**, in addition to SLFRF funds, the State of New Mexico is also projected to
9 have unprecedented levels of funding available for capital projects across the state, providing the
10 City with a rare opportunity to receive additional funding for needed projects; and

11 **WHEREAS**, the City has additional priorities for which supplemental funding would be
12 used if received.

13 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
14 **CITY OF SANTA FE** that the Governing Body hereby establishes additional funding priorities
15 for consideration by the New Mexico Legislature during the 2022 Legislative Session:

- 16 1. \$30,000,000 for Santa Fe Airport expansion and access road
17 development;
18 2. \$20,000,000 for Midtown District predevelopment, including horizontal
19 land development infrastructure, transportation access, and s
20 remediation;
21 3. \$30,000,000 for construction of a “Food Innovation, Cannabis and
22 Bioscience Manufacturing HUB Center” at proposed South Meadows
23 Crossing;
24 4. \$50,000,000 for a “Guarantee Income Program” for job training and
25 workforce development;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- 5. \$50,000,000 for supportive, permanent, and workforce housing development;
- 6. \$5,000,000 for early childcare services and workforce development;
- 7. \$20,000,000 for Santa Fe Garson Film Studios infrastructure expansion project;
- 8. \$5,000,000 for small business and local tourism recovery and resiliency programs; and
- 9. \$5,000,000 for COVID testing/vaccination kits and personal protective equipment for affected Communities.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to Governor Michelle Lujan Grisham, the House and Senate leadership of the New Mexico Legislature, and the Santa Fe legislative delegation.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Supplement Funding Priorities

FISCAL IMPACT REPORT

General Information:

 (Check) Bill: _____ Resolution: X

 Short Title(s): Additional Legislative Funding Priorities

 Sponsor(s): Mayor Alan Webber

 Reviewing Department(s): Community Development, Public Works, Public Health & Safety

 Staff Completing FIR: Rich Brown Date: 1/19/2022 Phone: 955-6625

 Reviewed by City Attorney: *Eric McElroy* Date: Jan 21, 2022

 Reviewed by Finance Director: *Mary McElroy* Date: Jan 23, 2022
Summary:

The Governing Body adopted its Infrastructure Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 with established capital outlay priorities. This Resolution recognizes that the City has other urgent funding needs that qualify as “urgent economic recovery projects” under the State and Local Fiscal Recovery Fund (“SLFRF”), a program under the American Rescue Plan Act (“ARPA”).

Departments Affected:
Community Development, Public Works, and Public Health & Safety
Consequences of Not Enacting Legislation:

Not enacting this legislative could forgo the opportunity to increase the allocation of funds to the City of Santa Fe in the 2022 Legislative Session. Additional State funding would allow the City to enhance and reach a larger target resident affected by the ongoing health pandemic and subsequent economic downturn.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This resolution complements the resolutions adopting the 2023-2027 ICIP and the resolution adopting the Governing Body’s priorities for the 2023 legislative session, Resolutions 2021-53 and 2021-59. Additional funding priorities in this resolution either enhance current priorities or are new, non-capital intensive priorities.

Performance and Administrative Implications:

Should funding be awarded by the legislature, additional resources will be required to deploy the projects and funds. Those additional resources can be funded by the grant.

Fiscal Implications:

Adoption of the resolution will not have fiscal impacts, but adopting it provides the greater potential for significant additional revenue to the City to meet community needs and greater associated costs of managing the revenue.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ _____	\$ _____	\$ _____	—	—		
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/	\$ _____	\$ _____	\$ _____		_____	_____	
Professional Services							
Operating	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
Total:	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other (State ARPA)			\$ _____	—	—
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:



City of Santa Fe, New Mexico

Memorandum



Date: January 22, 2022

To: Governing Body

From: Rich Brown, Community Development Director ^{RB}
Regina Wheeler, Public Works Director
Kyra Ochoa, Public Health & Safety Director

CC: John Blair, City Manager

RE: Establishing additional 2022 Legislative Funding Priorities based on the potential availability of additional funding

EXECUTIVE SUMMARY:

The 2022 New Mexico Legislature has additional funding for local appropriations. With this resolution, the City establishes additional funding priorities to submit to the 2022 Legislature. These additional requests address critical community needs resulting from the COVID pandemic and subsequent economic downturn from March 2020 through the present. The recommended additional funding priorities total \$135,000,000 and are presented below in the proposed order of priority

- \$30,000,000 Airport Expansion Phase II and new access road
- \$30,000,000 for construction of a Food Innovation, Cannabis and Bioscience Manufacturing HUB Center at proposed South Meadows Crossing
- \$20,000,000 for Guarantee Income Program for Job Training and Workforce Development
- \$20,000,000 for Supportive, Permanent and Workforce Housing Development
- \$5,000,000 for Early Childcare Services and Workforce Development
- \$20,000,000 for Santa Fe Garson Film Studios Infrastructure Expansion Project
- \$5,000,000 for Small Business and Local Tourism Recovery and Resiliency Programs
- \$5,000,000 for COVID Testing/Vaccination Kits and PPE Materials for affected Communities

BACKGROUND:

The Governing Body adopted and submitted its 2023-2027 Infrastructure and Capital Improvement Plan (ICIP) and Legislative Priorities Resolution to the 2022 New Mexico Legislature requesting priorities. The City has other urgent funding needs that qualify as “urgent economic recovery projects” under the State and Local Fiscal Recovery Fund (“SLFRF”), a program under the American Rescue Plan Act (“ARPA”).



City of Santa Fe, New Mexico

Memorandum



ACTION REQUESTED:

Approval of Resolution No. 2022_ to establish additional legislative funding priorities based on the potential availability of additional funding from the State's America Rescue Plan Act (ARPA) funding.

ATTACHMENTS:

Resolution No 2022_
FIR - Additional Legislative Funding Priorities Worksheet

Signature: *Richard Brown*

Email: rdbrown@ci.santa-fe.nm.us

Signature:

Email: rawheeler@ci.santa-fe.nm.us

Signature:

Email: krochoa@ci.santa-fe.nm.us

Supplemental Legislative Funding Priorities (For Signature)

Interim Agreement Report









2022-01-24


Created:	2022-01-22
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAASjdL7uF6LO78cp8DcKeHu4s4Yv___IKX

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Supplemental Legislative Funding Priorities (For Signature)" History


-  Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2022-01-22 - 0:38:22 AM GMT- IP address: 73.98.2.224
-  Document emailed to Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us) for signature
2022-01-22 - 0:40:24 AM GMT
-  Email viewed by Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us)
2022-01-22 - 1:04:56 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us)
Signature Date: 2022-01-22 - 1:06:02 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2022-01-22 - 1:06:04 AM GMT
-  Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2022-01-22 - 1:57:28 AM GMT- IP address: 71.228.116.134
-  Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2022-01-22 - 1:57:44 AM GMT - Time Source: server- IP address: 71.228.116.134
-  Document emailed to Mary Mccoy (mtmccoy@ci.santa-fe.nm.us) for signature
2022-01-22 - 1:57:45 AM GMT

 Email viewed by Mary Mccoy (mtmccoy@ci.santa-fe.nm.us)

2022-01-23 - 8:15:29 PM GMT- IP address: 104.47.65.254

 Document e-signed by Mary Mccoy (mtmccoy@ci.santa-fe.nm.us)

Signature Date: 2022-01-24 - 0:27:59 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2022-01-24 - 0:28:01 AM GMT

FISCAL IMPACT REPORT

General Information:

 (Check) Bill: _____ Resolution: X

 Short Title(s): Additional Legislative Funding Priorities

 Sponsor(s): Mayor Alan Webber

 Reviewing Department(s): Community Development, Public Works, Public Health & Safety

 Staff Completing FIR: Rich Brown Date: 1/19/2022 Phone: 955-6625

 Reviewed by City Attorney: *Eric McElroy* Date: Jan 21, 2022

 Reviewed by Finance Director: *Mary McElroy* Date: Jan 23, 2022
Summary:

The Governing Body adopted its Infrastructure Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 with established capital outlay priorities. This Resolution recognizes that the City has other urgent funding needs that qualify as “urgent economic recovery projects” under the State and Local Fiscal Recovery Fund (“SLFRF”), a program under the American Rescue Plan Act (“ARPA”).

Departments Affected:
Community Development, Public Works, and Public Health & Safety
Consequences of Not Enacting Legislation:

Not enacting this legislative could forgo the opportunity to increase the allocation of funds to the City of Santa Fe in the 2022 Legislative Session. Additional State funding would allow the City to enhance and reach a larger target resident affected by the ongoing health pandemic and subsequent economic downturn.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This resolution complements the resolutions adopting the 2023-2027 ICIP and the resolution adopting the Governing Body’s priorities for the 2023 legislative session, Resolutions 2021-53 and 2021-59. Additional funding priorities in this resolution either enhance current priorities or are new, non-capital intensive priorities.

Performance and Administrative Implications:

Should funding be awarded by the legislature, additional resources will be required to deploy the projects and funds. Those additional resources can be funded by the grant.

Fiscal Implications:

Adoption of the resolution will not have fiscal impacts, but adopting it provides the greater potential for significant additional revenue to the City to meet community needs and greater associated costs of managing the revenue.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	—	—		
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other (State ARPA)			\$ _____	—	—
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

VOTE SUMMARY



Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment #1 – Interfaith Community Shelter CDBG Contract to Add Compensation in the Amount of \$3,000 for a Total Compensation of \$35,000 so that the \$20,000 Originally Allocated to Coming Home Connection’s Casa Cielo Project is Redistributed to Other Public Services Activities for the 2021-2022 Program Year. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:

Quality of Life Committee: 01/19/2022

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-13215

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Secunder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Jeff Norris

User Email - jtnorris@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #21-0336**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 6, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, Inc (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Subrecipient, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. COMPENSATION

Article VI, paragraph A of the Contract is hereby deleted. A new Article VI of this Contract is inserted to increase the amount of compensation by a total of three thousand (\$3,000) so that Article VI, paragraph reads in its entirety as follows:

A. The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed thirty five thousand dollars (\$35,000). Non-Profit, 501c3 organizations are exempt from GRT. **The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed (\$35,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Subrecipient under this Agreement shall equal the amount stated herein. The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK

INTERFAITH COMMUNITY SHELTER:

Korina Lopez

By: Korina Lopez (Dec 7, 2021 13:23 MST)

KORINA LOPEZ
EXECUTIVE DIRECTOR

Date: _____

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

AH

AH

2402750.510400

ORG/OBJ #






(1) Amendment (approved by legal)

Final Audit Report

2021-12-01

Created:	2021-12-01
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFa7p_WaGRJ4LNiPmy6hJrQzvcf6Ad2dt

"(1) Amendment (approved by legal)" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-12-01 - 3:17:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Korina Lopez (korina@interfaithsheltersf.org) for signature
2021-12-01 - 3:17:50 PM GMT
-  Email viewed by Korina Lopez (korina@interfaithsheltersf.org)
2021-12-01 - 8:06:50 PM GMT- IP address: 73.127.180.115
-  Document e-signed by Korina Lopez (korina@interfaithsheltersf.org)
Signature Date: 2021-12-01 - 8:23:42 PM GMT - Time Source: server- IP address: 73.127.180.115
-  Agreement completed.
2021-12-01 - 8:23:42 PM GMT

CITY OF SANTA FE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 6th day of July
 , 2021 by and between the City of Santa Fe, a municipal corporation, (the "City")
and Interfaith Community Shelter Group, Inc.(the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.
2. The City desires to engage the Subrecipient to render certain services to the City and its residents.
3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.
4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will support the 30% of the cost of nightly staffing at the Women's Summer Safe Haven Shelter, which is open between mid-May through October.

Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities.

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. A minimum of one hundred sixty (160) extremely low-income women will be served at the facility.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and
3. Meet community development needs having a particular urgency as defined

in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in

support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters

covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

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

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed thirty two thousand dollars (\$32,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed**

(\$32,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the

City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient

may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

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

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement,

depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who

exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Interfaith Community Shelter Group, Inc.
2801 Cerrillos Road
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of

this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in

and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

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

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

XXXII. OTHER INSURANCE

If the services contemplated under this Agreement will be performed on or in City

facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such

certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written

consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

- (1) Clean Air Act, 42 USC, 7401, *et seq.*;
- (2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- (3) Environmental Protection Agency (EPA) regulations pursuant to 40

CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar

as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to

compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than

those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to

business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located”.

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:



ALAN WEBBER, MAYOR

DATE: Jul 16, 2021

ATTEST:



Kristine Mihelcic (Jul 16, 2021 17:22 MDT)

KRISTINE BUSTOS MIHELICIC 

CITY CLERK

GB MTG 06/30/2021

SUBRECIPIENT:

INTERFAITH COMMUNITY SHELTER



Joseph Jordan-Berenis (Apr 15, 2021 09:25 MDT)

JOSEPH JORDAN-BERENIS

EXECUTIVE DIRECTOR

DATE: _____

New Mexico Taxation and Revenue
Dept.

CRS No. 031132553007

City of Santa Fe Business Registration

No. 222294

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Apr 14, 2021 13:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Alexis Lotero, Assistant Finance Director (Jul 16, 2021 15:20 MDT)

MARY MCCOY

FINANCE DIRECTOR

2402750.510400

ORG/OBJ #



AJH

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Interfaith Community Shelter)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				\$ 32,000
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				\$
State funds (i.e. MFA)				\$
Other (i.e. in-kind, private funds)				\$180,264
				\$
Total of all funding sources				\$212,264

The following chart details how the secured funding amount will support the various aspects of (Interfaith Community Shelter).

Cost	CDBG Allocation
	\$32,000
Cost	Private Leveraged Funds
Other	\$180,264
Total	\$212,264



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202678

Contractor: Interfaith Community Shelter

Description: Women's Summer Safe Haven

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2021 Term End Date: 06/30/2022

Approved by Council Date: 06/30/2021

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0336

Increase/(Decrease) Amount \$ 3,000

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: To increase compensation by \$3,000

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

Original contract: **\$32,000**

Amendment #1 - Increase compensation by \$3,000 for a total amount of **\$35,000**

3. Procurement History: **CDBG RFP: 21/24/P Interfaith \$32K 7.1.2021-6.30.22**

Fran D. Haway
Fran D. Haway (Jan 3, 2022 9:16 MST)

Jan 3, 2022

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amend #1 to increase funding for \$3k. thru 6/30/22.

4. Funding Source: **CDBG** Org / Object: **2402750.510400**

Andy Hopkins
Andy Hopkins (Jan 3, 2022 09:15 MST)

Jan 3, 2022

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021

TO: Quality of Life Committee – January 2022
Finance Committee – January 2022
City Council – January 2022

VIA: Rich Brown, Community Development Director *Richard Brown*

FROM: Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*
Alexandra Ladd (Nov 24, 2021 09:35 MST)

ITEM: Amendments to CDBG Contracts

ACTION REQUESTED:

Please approve two amendments to CDBG contracts to add compensation so that the \$20,000 originally allocated to Coming Home Connection’s Casa Cielo project is redistributed to other public services activities for the 21-22 program year.

BACKGROUND:

In March, the Community Development Commission recommended CDBG funding in the amount of \$20,000 for the Casa Cielo project, a program offered by Coming Home Connection. Funded as a public service, the project offered end-of-life care for terminally ill residents who did not have an adequate or safe living space in which to spend their final days. In August, the organization made the painful decision to cease operations of the facility, citing capacity and funding limitations.

ITEM AND ISSUE:

On October 20, 2021, the Community Development Commission made a recommendation to redistribute the funds for the purpose of bringing the remaining projects to the amounts requested in their applications. Because this amount is less than the threshold amount of \$25,000 that would trigger an amendment to the Action Plan, this project amendment can be completed administratively for Governing Body approval. The recommended distribution is illustrated below.

Project	Application Amount	Funded Amount	Increase/Decrease	Final Amended Amount
Casa Cielo - End of Life Services	\$ 40,000	\$ 20,000.00	\$ (20,000.00)	Project canceled
Womens Safe Haven	\$ 35,000	\$ 32,000.00	\$ 3,000.00	\$ 35,000.00
Elementary School Liaison	\$ 35,000	\$ 20,106.00	\$ 17,000.00	\$ 37,106.00
Cold Weather Shelter	\$ 20,000	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ 130,000	\$ 92,106.00		\$ 92,106.00






Memo_Reprogramming_Council_packet

Final Audit Report

2021-11-23

Created:	2021-11-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1sUuhwEs0bLZLL_s3kctQTHfXstGQ-WM

"Memo_Reprogramming_Council_packet" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-23 - 9:42:05 PM GMT- IP address: 63.232.20.2
-  Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2021-11-23 - 9:42:39 PM GMT
-  Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2021-11-23 - 11:42:51 PM GMT- IP address: 71.228.116.134
-  Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2021-11-23 - 11:43:16 PM GMT - Time Source: server- IP address: 71,228,116,134
-  Agreement completed.
2021-11-23 - 11:43:16 PM GMT






Memo - Amendments for CDBG

Final Audit Report

2021-11-24

Created:	2021-11-24
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgEvuvGN29LRKLbKwO4Ujr3tjEADVPhM8

"Memo - Amendments for CDBG" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-24 - 3:20:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-11-24 - 3:21:00 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-11-24 - 4:35:01 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-11-24 - 4:35:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-11-24 - 4:35:17 PM GMT



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Center

Procurement Title: RFP #21/24/P (CDBG)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 11/23/2021

Department Rep Printed Name (attesting that all information included) Title Date
Fran Dunaway Chief Procurement Officer Jan 3, 2022

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER A : Philadelphia Indemnity Insurance Company 18058
	INSURER B : New Mexico Employer's Assurance Company 13674
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

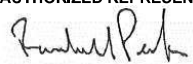
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2339235	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2339235	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		63790.113	11/1/2021	11/1/2022	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Each Occurrence	1,000,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY
SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: March 25, 2021

Expiration Date: March 25, 2022

CRS Number: 03113253007

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

FISCAL IMPACT REPORT

General Information:

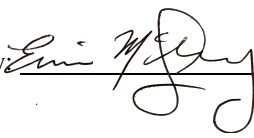
(Check) Bill: Resolution: _____

Short Title(s): Vexus Fiber Telecom Franchise Agreement

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Community & Economic Development; City Attorney's Office

Staff Completing FIR: Terry Lease and Marcos Martinez Date: 11/17/2021 Phone: 629-2206/955-6502

Reviewed by City Attorney:  Date: Jan 31, 2022

Reviewed by Finance Director: _____ Date: _____

Summary:

Vexus Fiber has applied for a Franchise License Agreement to bring its 100% broadband, fiber-to-the-premise network to the City of Santa Fe, providing residents and businesses with multi-gigabit symmetrical speed internet service and more. The proposed 10 gigabit network will accommodate future growth, and Vexus Fiber will offer packages at up to one and two gigabits initially to homes and businesses. In many cases that speed is ten times what consumers have available now. Total anticipated investment in the region is estimated to be around \$35 million. Employment is anticipated to include close to 50 construction jobs and 35-40 permanent jobs in Santa Fe.

Departments Affected:

Community & Economic Development, Public Utilities Department

Consequences of Not Enacting Legislation:

Residents and businesses will have fewer broadband service choices, and possibly higher prices of existing services. The estimated 50 construction jobs and 35-40 permanent jobs will not be realized.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Federal law requires that State and local governments allow access to the public right of way for telecommunication providers. See 47 U.S.C. sec. 253. Historically, State law has permitted such access through franchise agreements. See NMSA 1978, sec. 3-42-1. Additionally, the City Code. Sec. 27-2.4(C) requires that franchises "shall be adopted by ordinance" and that "the city shall apply any modifications or amendments to this section in a manner that does not unreasonably discriminate against any provider subject to this section." Like the prior telecom Ordinances adopted in 2018, Ordinances, 2018-12 through 2018-16, this franchise modifies Chapter 27 to reflect changes in Federal and State law, but the franchises do not discriminate against any provider subject to this section.

Performance and Administrative Implications:

None identified.

Fiscal Implications:

The Resolution will not require expenditures by the City and it will generate revenue for the General Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	<u>R</u>	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

The City will receive 2% of the telecommunications revenue the company obtains from customers located in the City limits. Staff cannot estimate the potential revenues at this time as it will vary based on customer count and pricing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

AN ORDINANCE

GRANTING NTS COMMUNICATIONS, LLC, DBA VEXUS FIBER, A NON-EXCLUSIVE FRANCHISE, TO OPERATE A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SANTA FE; THE RIGHT TO USE CITY PUBLIC RIGHTS-OF-WAY TO PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY; AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Legislative Findings. The governing body of the city of Santa Fe finds that:

A. The granting of a franchise to NTS Communications, dba Vexus Fiber. (“the Company”), is necessary for the access and use of public rights-of-way to provide telecommunications services within the city limits in accordance with the terms and conditions of this Ordinance and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (“Article 27-2”).

B. The granting of such a franchise permits competitively neutral and

1 non-discriminatory access to the public rights-of-way for providers of telecommunications
2 services; and allows the city to appropriately manage the public rights-of-way in order to
3 minimize the impact and cost to the citizens of the placement of telecommunications facilities
4 within the public rights-of-way.

5 C. The granting of a franchise promotes competition among telecommunications
6 services providers and encourages the universal availability of telecommunications services to
7 residents and businesses of the city through the careful management of public rights-of-way.

8 D. It is the intent of the city in the granting of the franchise to obtain fair and
9 reasonable compensation for the use of public rights-of-way through the collection of fees and
10 charges, and to minimize the congestion, inconvenience, visual impact, and other adverse effects
11 on the public rights-of-way by Company's commercial use of public rights-of-way.

12 E. To the extent permitted by state and federal law, the granting of a franchise
13 allows the city to exercise such other powers, as the city may have to protect the public health,
14 safety, and welfare, ensure the continued quality of telecommunications services, and safeguard
15 the rights of consumers who are residents of the city.

16 F. In accordance with Article 27-2, Company submitted an application for a
17 franchise on October 22, 2021.

18 G. The city is authorized to grant one or more non-exclusive franchises for
19 telecommunications services within the city.

20 H. The city has reviewed Company's application and has determined that granting a
21 franchise in accordance with Article 27-2 is in the public interest and in the interest of the city
22 and its residents.

23 I. This franchise, as it relates to the city's costs, maintenance, management, and
24 necessary regulation of public rights-of-way, will assist in meeting the telecommunications
25 related needs and interests of the community.

1 **Section 2. Franchise Terms.** In exchange for Company’s compliance with the terms
2 of this Ordinance, the provisions of Article 27-2, and other applicable city codes, there is hereby
3 granted by the city to Company permission to use public rights-of-way to provide
4 telecommunications services. All terms of Article 27-2 shall control Company’s use of the public
5 rights-of-way except as specifically set out in this Ordinance.

6 A. **Short Title; Purpose; Applicability.**

7 1. This Ordinance shall be cited as the “Vexus Fiber Franchise Ordinance”.

8 2. The purpose of this Ordinance is to grant Company, the right, privilege,
9 and authority to:

10 (a) Furnish and distribute telecommunications services in the city, by
11 means of its network, on, over, under, along and across public rights-of-way, now or hereafter
12 included in the boundaries of the city as such boundaries now exist or may hereafter be extended;
13 and

14 (b) Construct, purchase, acquire, locate, maintain, and extend into,
15 within, and through the city, a telecommunications network for the period and upon the terms and
16 conditions specified in this franchise comprised of all facilities and equipment used by Company
17 to provide telecommunications services, including but not limited to “Backhaul Equipment” and
18 “Wireless Communication Equipment.”

19 This permission is not exclusive and does not prevent the city from
20 issuing other franchises or authorizations or prevent the city itself from constructing or operating
21 its own telecommunications network within the public rights-of-way, with or without a franchise.

22 3. This franchise applies to the placement of telecommunications facilities in
23 the city’s public rights-of-way.

24 B. Definitions.

25 *Bad Debt* means any portion of a debt that is related to a sale of telecommunications at

1 retail, for which gross charges are not otherwise deductible or excludable, that has become
2 worthless or uncollectible as determined under applicable federal income tax standards.

3 *Department* means the department of public works.

4 *Gross Charge*.

5 1. Includes all revenues derived directly or indirectly by a Provider from or
6 in connection with the Telecommunications Services offered within the City through or by means
7 of a Telecommunications Network within the City, exclusive of any Franchise Fee or tax passed
8 through to consumers on behalf of governmental agencies, received by the Provider for services
9 provided to customers through use of the Network. *Gross Charge* shall include any revenue
10 received by a Provider or any Affiliate through any means that is intended to have the effect of
11 evading the payment of compensation that would otherwise be paid to the City for Franchise
12 Contract granted pursuant to this ordinance.

13 2. *Gross Charge* shall not include (i) proceeds from the sale of bonds,
14 mortgages, or other evidence of indebtedness, securities, or stocks; or (ii) gross receipts taxes, bad
15 debt write-offs, and customer credits; or (iii) revenue of any Affiliate or Provider from long distance
16 service, commercial mobile radio service, cellular, personal communications service, other wireless
17 communications service, or directory advertising. Each of the above are not included in the
18 definition of *Gross Charge* and, therefore, are not included in the calculation of any fee due under
19 a Franchise.

20 3. *Gross Charge* shall be measured and monitored periodically.

21 *Sale of Telecommunications at Retail* means the transmitting, supplying, or furnishing of
22 telecommunications and all services rendered in connection therewith for consideration, other than
23 between a parent corporation and its wholly owned subsidiaries or between wholly owned
24 subsidiaries, but only when the infrastructure maintenance fee imposed by this chapter previously
25 has been paid to a retailer and the gross charge made by one such corporation to another such

1 corporation is not greater than the gross charge paid to the retailer for use or consumption and not
2 for resale.

3 *Service Address* means the location of telecommunications equipment from which
4 telecommunications services are originated or at which telecommunications services are received.
5 If this location is not a defined location, as in the case of wireless telecommunications, paging
6 systems, maritime systems, air-to-ground systems and the like, “service address” shall mean the
7 location of the customer’s primary use of the telecommunications equipment as defined by the
8 location in the City where bills are sent.

9 *Telecommunications.*

10 1. All transmissions between or among points specified by the user of
11 information of the user's choosing (whether voice, video, or data), without change in the form or
12 content of the information as sent and received, where such transmissions are accomplished by
13 means of a Telecommunications Network.

14 2. *Telecommunications* shall not include cable services as defined in Title
15 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USC § 521 et seq.) and
16 shall not include telecommunications services provided and used by a public utility as that term is
17 defined at § 62-3-3(G) NMSA 1978, or successor statute, for (i) its internal system communication
18 needs; and (ii) provided directly or indirectly to its customers, including but not limited to electronic
19 meter reading, load control, demand side management, power quality monitoring, and other
20 activities related to the delivery of electricity or natural gas.

21 *Telecommunications Network* means any System which includes facilities and/or
22 equipment placed in the Public Rights-of-Way and used to provide any Telecommunications
23 Service.

24 *Telecommunications Provider (“Provider”)* means:

25 1. Any Person who provides any Telecommunications Service within the

1 City by means of:

2 (a) a Telecommunications Network owned by such Person or its
3 Affiliate;

4 (b) specifically identifiable facilities of a Telecommunications
5 Network reserved or made available for the use of such Person or its Affiliate under a lease or any
6 other arrangement for a term longer than 120 days; or

7 (c) facilities of a Telecommunications Network not owned by such
8 Person or its Affiliate and not specifically identifiable but obtained from another Person (including
9 another Provider) if the use of such facilities is continuing and substantial. A Person owning or
10 operating telecommunications facilities that merely pass through the City and such Person and
11 facilities do not offer Telecommunications Service to subscribers within the City shall not be
12 subject to this ordinance, provided that Person has received other appropriate authorization from
13 the City to rent or occupy the Public Rights-of-Way.

14 2. Except to the extent that a *Provider* or a Person uses the Public Rights-of-
15 Way, a *Provider* or any Person which provides commercial mobile radio service, cellular, personal
16 communications service, or other wireless communications service shall not be subject to this
17 ordinance with respect to such service.

18 *Telecommunications Service.* The offering of Telecommunications within the City for a
19 fee directly to the public, or to such classes of users as to be effectively available directly to the
20 public.

21 *Trenchless excavation* means any line installation, replacement or rehabilitation through
22 the use of boring, jacking, horizontal drilling or tunneling.

23 *Wireless Telecommunications* includes cellular mobile telephone services, personal
24 wireless services as defined in Section 704(C) of the Telecommunications Act of 1996 (Public Law
25 Number 104-104), as now or hereafter amended, including all commercial mobile radio services

1 and paging services.

2 **C. Infrastructure Maintenance Franchise Fee.**

3 1. Pursuant to the authority granted by section § 3-42-1 NMSA 1978 and 47
4 U.S.C. 253(c), there is hereby imposed an infrastructure maintenance franchise fee upon the
5 Company at the rate of two percent (2%) of all gross charges charged by the Company to a service
6 address in the city for telecommunications originating or received in the city.

7 2. The fee imposed by this chapter shall not be imposed in any circumstances
8 in which the imposition of the fee would violate the Constitution or statutes of the United States.

9 **D. Filing Returns and Payment of Franchise Fee.**

10 1. On or before the last day of each quarter, the Company is required to pay
11 the infrastructure maintenance fee imposed by this chapter and shall file with the City a remittance
12 return and shall pay the fee attributable to gross charges for the preceding calendar month. The
13 return shall contain such information as the director may reasonably require.

14 2. On or before the last day of the fourth quarter of 2022, the Company shall
15 provide to the City a report certified by an independent certified public accountant attesting to the
16 amount of the infrastructure maintenance fees paid to the department for the preceding calendar
17 year, and that such amount complies with the requirements of this chapter.

18 **E. Collection of Additional Charges by Retailers.**

19 1. When the Company makes or effectuates a sale of telecommunications at
20 retail, it shall pay the infrastructure maintenance fee to the department as provided by section C,
21 of this chapter. The fee shall constitute a debt owed by the retailer to the city.

22 2. The retailer may charge each customer an additional charge in an amount
23 equal to the infrastructure maintenance fee attributed to the customer's service address in the city.
24 This additional charge to customers shall, when collected, be stated as a distinct item on the bill
25 to each customer separate and apart from the retailer's gross charges to its customers for

1 telecommunications.

2 3. Each retailer may retain 2% of the additional charges it collects under this
3 chapter to reimburse itself for expenses incurred in connection with accounting for and remitting
4 the fee to the department.

5 **F. Registration of Providers and Resellers.**

6 1. Within ninety (90) days after the effective date of the ordinance
7 authorizing a franchise with the Company, the Company shall provide the name and address of
8 every telecommunications reseller or other telecommunications company with whom the Company
9 has a contractual relationship to provide telecommunications services or to make available
10 telecommunications facilities in the public way. The Company shall have a continuing duty to file
11 with the City, within 45 days after the date of occurrence of any changes in the information provided
12 to the City, including the creation or termination of a contractual relationship described herein.

13 2. *Resales.* Whenever amounts are claimed to be excluded from gross
14 charges as sales for resale, the reseller shall furnish to the Company the reseller's resale
15 information. The Company shall retain the resale information with its books and records.

16 **G. Maintaining Books and Records.**

17 The Company shall keep accurate books and records of its business or activity, including
18 original source documents and books of entry denoting the transactions that gave rise, or may have
19 given rise, to any liability or exemption. All such books and records shall, at all times during
20 business hours of the day, be subject to and available for inspection by the department with twenty-
21 four (24) hour notice.

22 **H. Insurance Requirements.** Company shall comply with the provisions of Section
23 27-2.9 SFCC 1987, and Company shall obtain and maintain in full force and effect throughout the
24 term of this franchise the following types of insurance:

25 1. Commercial comprehensive general liability insurance; and

1 2. Workers' Compensation insurance as required by law.

2 **I. Term of Franchise.** The term of this franchise, and the rights, privileges, and
3 authority granted hereunder shall continue for a period of ten (10) years from the effective date
4 hereof. The term of this franchise shall automatically be renewed annually unless Company
5 provides notice to City of its intent not to renew at least thirty (30) days prior to expiration of the
6 then current term. Company may surrender permits at any time and remove its
7 telecommunications facilities at any particular location upon thirty (30) days' prior written notice
8 to City. Company shall not be obligated to pay the franchise fee for such location following
9 removal of its telecommunications facilities.

10 **J. Indemnity.** Company and City agree to defend, indemnify, and hold harmless
11 each other and its officials, agents, volunteers, and employees from and against any and all claims,
12 actions, suits, or proceedings of any kind brought against said parties because of any injury or
13 damage received or sustained by any person, persons, or property arising out of or resulting from
14 the activities of the indemnifying party pursuant to this franchise, except to the extent caused by
15 the negligence or willful misconduct of the indemnitee or by reason of any asserted act or omission,
16 neglect, or misconduct of the indemnitee, or its agents or employees, or any subcontractor or its
17 agents or employees. The indemnity required hereunder shall not be limited by reason of the
18 specification of any particular insurance coverage. Neither party shall be liable to the other for
19 consequential, indirect or punitive damages (including lost revenues, loss of service, or loss of data)
20 for any cause of action, whether in contract, tort or otherwise, even if the party was or should have
21 been aware of the possibility of these damages, whether under theory of contract, tort (including
22 negligence), strict liability or otherwise. The maximum liability of either party to the other
23 hereunder shall be the amount paid or payable during the preceding twelve (12) months.

24 **K. Violations and Penalties.** If the Company fails to pay the infrastructure
25 maintenance franchise fee, as provided by this Chapter, the Company shall be subject to a fine of

1 \$100 for each day that the failure to pay continues. Each day that the Company fails to pay shall
2 constitute a separate and distinct violation under this Chapter. Any retailer that becomes subject to
3 this fine may be enjoined from doing business in the City until the Company has paid all sums due
4 under this Chapter.

5 Any telecommunications company who otherwise violates this chapter shall be subject to
6 a fine of \$100 for each offense. Each day the violation continues shall constitute a separate offense.

7 **L. Dispute Resolution Provision.**

8 1. In the event of any other dispute arising from or relating to the franchise
9 or breach thereof, and if the dispute cannot be settled through negotiations, the following process
10 will be followed during which any of the above remedies and penalties may be imposed.

11 2. All disputes will be mediated prior to litigation. The costs of such
12 mediation will be equally split. The place of the mediation session shall be in Santa Fe, New
13 Mexico. The city and the Company will select a mediator or mediators by mutual agreement and,
14 in cooperation with the mediator(s), shall determine all necessary rules and procedures for the
15 mediation. The city and the Company will fully cooperate in the mediation activities. All mediation
16 communications shall be confidential, not subject to disclosure and shall not be used as evidence
17 in any arbitration, judicial, or administrative proceeding, as set forth in the Mediation Procedures
18 Act, NMSA 1978, §§ 44-7b-1 through 44-7b-6.

19 **M. Unauthorized Use of Public Rights-Of-Way Unlawful.** In accordance with
20 Section 27-2.8 SFCC 1987, Company shall not:

21 1. Use public rights-of-way without authorization to provide
22 telecommunications services.

23 2. Place facilities on public structures or public utility infrastructure to
24 provide telecommunications services which are not allowed under the terms of this franchise.

25 Each unauthorized use shall be deemed to be a distinct and separate offense. The provisions of this

1 paragraph do not apply to any dispute between the city and Company under this franchise where
2 the city alleges that Company has failed to comply with the terms of this franchise.

3 **N. Obligations of Providers Regarding the Public Rights of Way.** The Provider
4 shall comply with the provisions of 27-2.8 regarding the public right of way. Before the provider
5 may conduct underground work involving excavation, new construction, or major relocation work
6 in any public rights-of-way, the provider shall first notify the city through the acquisition of a street
7 cut permit as per Section 23-2 SFCC 1987 and shall comply with any special conditions relating to
8 location, scheduling, coordination, and public safety as more particularly described by 27-2.8.

9 **O. Compliance with Law.**

10 1. Company and City shall comply with the terms and conditions of
11 Article 27-2 SFCC 1987 except as set forth herein, all other applicable city ordinances, and
12 federal and state laws.

13 2. Company is explicitly subject to the police powers of the city, all other
14 applicable governmental powers, and the city's rights under state and federal laws.

15 **P. Severability.** The requirements and provisions of this Ordinance and its sections,
16 parts, subparts, paragraphs, and clauses are severable. In the event that any requirement, provision,
17 section, part, subpart, paragraph, or clause of this Ordinance, or the application thereof to any
18 person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable,
19 it is the intent of the governing body that the remainder of the Ordinance be enforced to the
20 maximum extent possible consistent with the purposes of this Ordinance.

21 **Q. Effective Date; Publication.** As provided by NMSA 1978, Section 3-42-1, this
22 Ordinance shall not become effective until at least thirty (30) days after its adoption, during which
23 time this Ordinance shall be twice published in full, not less than seven days apart. As required by
24 law, Company shall pay the publication cost.

25 **R. Acceptance.** Company, within thirty (30) days of the date of adoption of this

1 Ordinance, shall file with the city clerk an unconditional acceptance of this Ordinance, on a form
2 prescribed by the city. Within ten (10) days after the filing of the acceptance, the city clerk shall
3 acknowledge in writing the receipt of Company's acceptance. If Company does not file said
4 acceptance this Ordinance shall not be or become effective.

5 **S. Notice.** For the purpose of this Ordinance:

6 1. Notice to the city shall be to:

7 City Manager

8 City of Santa Fe

9 Post Office Box 909

10 Santa Fe, New Mexico 87504-0909

11 With a copy to:

12 City Attorney

13 City of Santa Fe

14 Post Office Box 909

15 Santa Fe, New Mexico 87504-0909

16 2. Notice to Company will be to:

17 Attn.: Keith Davidson, CFO

18 NTS Communications, LLC dba Vexus Fiber

19 912 S. Main Suite 106

20 Sikeston, MO 63801

21 573-481-2265

22 Keith.davidson@vexusfiber.com

23 3. Notice shall be effective upon delivery at the above addresses until the city
24 or Company notifies the other in writing, of a change in address. All notices shall be delivered
25 personally or sent by certified mail, return receipt requested to the parties at their respective

1 addresses set forth above.

2 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022.

3

4

5

6

ALAN WEBBER, MAYOR

7

8 ATTEST:

9

10

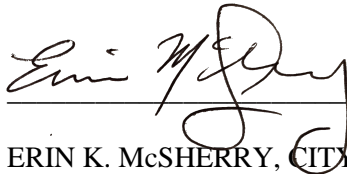
KRISTINE MIHELIC, CITY CLERK

11

12 APPROVED AS TO FORM:

13

14



ERIN K. McSHERRY, CITY ATTORNEY

15

16

17

18

19

20

21

22

23

24

25 *Legislation/2022/Bills/Vexus Fiber Telecom Franchise Agreement*



City of Santa Fe, New Mexico

Memorandum



DATE: December 2, 2021

TO: Economic Development Advisory Committee, Finance Committee, Quality of Life Committee, and Governing Body

VIA: *Richard Brown*

Rich Brown, Director
Community & Economic Development Department

Shannon Jones

Shannon Jones, Director
Public Utilities Department

FROM: *Terry Lease*

Terry Lease, Asset Development Manager

Re: Ordinance Granting NTS Communications, LLC, DBA Vexus Fiber, a Franchise to Operate a Telecommunications Network Within the City of Santa Fe

ITEM AND ISSUE:

Request for the approval of an ordinance granting NTS Communications, LLC, DBA Vexus Fiber, a franchise license agreement ("Franchise License Agreement") to operate a telecommunications network within the city of Santa Fe.

BACKGROUND AND SUMMARY:

Vexus Fiber has applied for a Franchise License Agreement to bring its 100% broadband fiber-to-the-premise network to the city of Santa Fe, providing residents and businesses with multi-gigabit symmetrical speed internet service and more. The company's proposed 10 gigabit network is intended to accommodate future growth, and Vexus Fiber intends to offer packages at up to one and two gigabits initially to homes and businesses. That speed is, in many cases, ten times what consumers have available now.

If approved by the Governing Body, Vexus hopes to begin survey, diligence and construction by April 2022 and provide the ability to connect nearly all Santa Fe homes and businesses in the city to its 100% fiber network. Completion of the network to the region is estimated to take about 24-36 months. Vexus plans to serve the entire City of Santa Fe market with its network. Total investment in the region is estimated to be around \$35 million. Employment is anticipated to include close to 50 construction jobs and 35-40 permanent jobs in Santa Fe.

Vexus Fiber, a leading fiber service provider, currently operates fiber-to-the-home networks in 35 cities across Texas and Southeastern Louisiana. The company is also building new networks in the Rio Grande Valley, Tyler and San Angelo, Texas and Lake Charles, LA.

ACTION REQUESTED:

The Community & Economic Development Department respectfully requests your review and approval of the Franchise License Agreement.

ATTACHMENTS:

Bill
Fiscal Impact Report

VOTE SUMMARY



Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for approval of Wastewater Digester Project construction contract with Bradbury Stamm Amendment #6 for an extension of time to complete the Digester Project co-generation connection. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee 01/24/2022

Finance Committee: 01/31/2022

Governing Body: 02/09/2022

Item Type - contract amendment

Item Owner - Mike Dozier

Item Sponsor -

Item Tracking Number - 22-13422

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY



City of Santa Fe

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov




City of Santa Fe, New Mexico


Memorandum



DATE: December 3, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project construction contract with Bradbury Stamm Amendment #6, for an extension of time to complete the Digester Project co-generation connection construction. Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The digester project has been on hold for completion. The City, contractors, and design engineers have been waiting for approval from Public Services of New Mexico (PNM) to connect the co-generation units to the electrical grid. The connection plan is now approved by PNM. The final connection can now be completed by Bradbury Stamm, contractors on the project ready to complete the task. The request for addition of one calendar year (365 days) to the contract is for design and follow through representing the city to completion of the install. Equipment, remobilization, and any added requirements will be discussed in future change order documentation.

PROCUREMENT METHOD:

The procurement method is RFB 18/19/B , January 1, 2018

CONTRACT NUMBER:

The FY20 Munis contract number is 3200883.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Waste Water Management /500

Munis Org Name/Number: WWMD CIP/5000375

Munis Object Name/Number: WIP Construction / 572970

ACTION REQUESTED:

Wastewater Management Division, Engineering Section respectfully requests your review and approval for the Bradbury Stamm contract amendment #6.

Date of Issuance: December 7, 2021	Effective Date:	December 31, 2021
Owner: City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor: Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer: HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project: Paseo Real Wastewater Treatment Plant -Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant -Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

The contract term will be increased by 365 days.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,869,156.25</u> (Inclusive of NMGR)	Original Contract Times: <u>300 Calendar Days</u>
<u>Increase</u> from previously approved Change Orders No. 01 to No. 04. \$ <u>962,419.46</u> (Inclusive of NMGR)	<u>Increase</u> from previously approved Change Orders No. 01 to No. 05. <u>927 Calendar Days</u>
Contract Price prior to this Change Order : \$ <u>14,831,575.71</u> (Inclusive of NMGR)	Contract Times prior to this Change Order: <u>1227 Calendar Days</u>
<u>Increase</u> of this Change Order : \$ <u>0.00</u> (Inclusive of NMGR)	Increase of this Change Order: <u>12/31/22, add 365 calendar days</u>
Contract Price incorporating this Change Order: \$ <u>14,831,575.71</u> (Inclusive of NMGR)	Contract Times with all approved Change Orders: <u>1592 Calendar Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Title: _____	Title: _____	Title: _____	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: <u>12/18/21</u>	Date: _____

CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Constructions, Inc.

ALAN WEBBER, MAYOR

MS *Project Manager*
NAME & TITLE

DATE

12/8/21
DATE

CRS#01-107415-00-09

BUSINESS REGISTRATION#

ATTEST:

KRISTINE BUSTOS MILHELIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 6, 2021 12:22 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org.#/Obj code:
5000375.572970

AH
AH



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: Bradbury Stamm Construction Inc

Description: Anaerobic Digesters
PL# WWM195000A

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/25/18 Term End Date: 3/23/20

Approved by Council Date: 7/25/18

Contract / Lease: Contract

Amendment # Change Order #6 to the Original Contract / Lease # 18-0835

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: extend term to 12/31/22 additional 365 days

Approved by Council Date: Pending

Amendment is for: term extension

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments) **Original Contract #18-0835 \$13,869,156.25 300 NTP CC approved 7/25/18**
Change Order #1 #19-0228 (\$28,040.77) CC approved 5/27/19
Change Order #2 #19-0389 \$536,585.85 plus 200 days CC approved 5/27/19
Change Order #3 #19-0642 \$165,593.80 CC approved 7/31/19
Change Order #4 #20-0322 \$288,280.59 plus 74 days CC approved 7/8/20
Change Order #5 #21-0155 Term 653 days approved 4/14/21

3. Procurement History: 18/19/B January 1, 2108

Fran Duany
Fran Duany (Dec 20, 2021 12:43 EST)

Dec 20, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: CIP funding - change order to extend and increase to complete construction.

4. Funding Source: WWMD CIP Enterprise Fund Org / Object: 5000375.572970

Andy Hopkins
Andy Hopkins (Dec 13, 2021 13:37 MST)

Dec 13, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury Stamm Construction

Procurement Title: Anaerobic Digester Construction Project 18/19/B

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Utilities Staff Name Michael Dozier

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bid Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Mike Dozier WWMD Director 
Michael Dozier (Dec 6, 2021 15:32 MST)

Department Rep Printed Name (attesting that all information included) Title Date
 Chief Procurement Officer Dec 20, 2021
Fran Dunaway (Dec 20, 2021 12:43 EST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Signature:  Shannon Jones (Dec 6, 2021 15:55 MST)

Email: swjones@santafenm.gov



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION
CO

DBA: BRADBURY STASMM
CONSTRUCTION CC

Business Location: 7110 2ND ST
ALBUQUERQUE, NM 87107

Owner: JAMES KING

License Number: 227459

Issued Date: March 09, 2021

Expiration Date: March 09, 2022

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C No. Ext): 303-534-4567	FAX (A/C, No):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : The Cincinnati Insurance Company		10677
INSURER C : Employers Insurance Company of Wausau		21458
INSURER D : The Ohio Casualty Insurance Company		24074
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 90825736

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 <input checked="" type="checkbox"/> CL, XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2Z91466584031	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z91466584021	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXS0576336	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91466584011	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Second Layer Liability			ECO2257442687	5/1/2021	5/1/2022	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Physical Damage Coverage: Policy #AS2Z91466584021
 Effective Dates: 05/01/21-05/01/22 Insurer A: See Above
 Deductibles: \$5,000 Comprehensive; \$5,000 Collision

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
 200 Lincoln Avenue
 P.O. Box 909
 Santa Fe NM 87504-0909
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Builders Risk Coverage: Policy #QT6608F330853TIL21
 Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
 \$5,000,000 Frame Limit; \$5,000,000 Joisted Masonry Limit; \$60,000,000 Non-Combustible Limit;
 \$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or Fire Resistive Limit
 \$15,000,000 Roadwork, Utility Work, Site Work Limit; \$5,000,000 Solar Installation Limit; \$1,000,000 Temporary Storage Limit;
 \$1,000,000 Property in Transit Limit
 \$5,000 Deductible

Installation Floater Coverage: Policy #QT6306J780984TIL21
 Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
 \$1,000,000 Any One Location Limit; \$250,000 Transit Limit; \$250,000 Temporary Location Limit; SPC Form
 \$1,000,000 Flood (Excluded in Zones A, D, V, None);
 \$1,000,000 Earth Movement (Excluded in High Hazard Zones);
 Deductible:
 \$5,000 Per Occurrence - All Other Causes of Loss
 \$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690605
 Effective Dates: 05/01/21-05/01/22 Insurer: Indian Harbor Insurance Company
 \$2,000,000 Limit Per Professional Claim; \$3,000,000 Per Pollution Claim;
 \$3,000,000 Policy Aggregate; \$50,000 Retention
 Retro Date: 11/10/2000

Leased and Rented Equipment Coverage: Policy #QT6306J780984TIL21
 Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
 \$1,000,000 Limit; \$1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
 Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Casualty and Surety Co of America
 \$1,000,000 Limit; \$25,000 Deductible

Railroad Liability Coverage: Policy #SPS4P444969IND
 Effective Dates: 1/20/21-4/20/22 Insurer: The Travelers Indemnity Company of America
 \$5,000,000 Each Occurrence; \$10,000,000 Aggregate

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project; Project job #1808.
 The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.

AGREEMENT BETWEEN
THE CITY AND CONTRACTORWASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950

THIS AGREEMENT dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc. hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.
2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.
3. **STANDARD OF PERFORMANCE – LICENSES:**
 - A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.
 - B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents (\$13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

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

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS:** Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the City does not make sufficient appropriations and authorization, this Agreement shall

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City 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 subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with 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 contract.

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

14. **CONFLICT OF INTEREST:** The 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.

15. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. **NEW MEXICO TORT CLAIMS ACT:** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. **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

City and the 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.

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. **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 City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **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.

22. **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.

23. **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.

24. **ASSIGNMENT; SUBCONTRACTING:** The 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 City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims

and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507


CONTRACTOR
Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:
Bradbury Stamm Construction, Inc

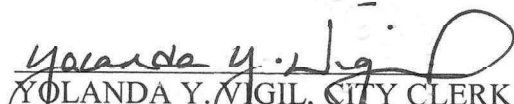

ALAN WEBBER, MAYOR


NAME & TITLE
Cynthia Scholtz, CEO

DATE: 8/1/18

DATE: 8/3/2018
NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18
APPROVED AS TO FORM:

 6/25
CITY ATTORNEY

APPROVED AS TO FORM:

 07/31/18
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM 52468.572960

Date of Issuance:	February 5, 2019	Effective Date:	February 5, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGRT)</u>	Original Contract Times: <u>300 Calendar Days</u>
[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders <u>\$ 0.00</u>	[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders <u>0 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 13,869,156.25 (Inclusive of NMGRT)</u>	Contract Times prior to this Change Order: <u>300 Calendar Days</u>
<u>Decrease</u> of this Change Order: <u>\$ (\$28,040.78) (Inclusive of NMGRT)</u>	Increase of this Change Order: <u>10 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 13,841,115.47 (Inclusive of NMGRT)</u>	Contract Times with all approved Change Orders: <u>310 Calendar Days</u>

By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>MANAGING PRINCIPAL</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>
Date: <u>4/11/19</u>	Date: <u>4/11/19</u>	Date: <u>4/5/19</u>

CITY OF SANTA FE:

CONTRACTOR:
Bradbury Stamm Construction, Inc.


ALAN WEBBER, MAYOR

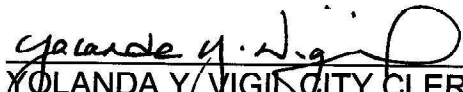
DATE: 4/1/19

 Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110074 (S.F. bus licence)
BRC-2002-275162 (COA business registration)

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

 2/26
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~

523468.572970

Date:	March 22, 2019	Effective Date:	Upon approval by City Council
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant ~ Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant - Anaerobic Digesters

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,869,156.25</u> (inclusive of NMGR)	Original Contract Times: <u>300 Calendar Days</u>
Increase [Decrease] from previously approved Change Orders – No Previous Change Orders \$ <u>(\$28,040.77)</u> (inclusive NMGR)	Increase [Decrease] from previously approved Change Orders – No Previous Change Orders <u>10 Calendar Days</u>
Contract Price prior to this Change Order: \$ <u>13,841,115.48</u> (inclusive of NMGR)	Contract Times prior to this Change Order: <u>310 Calendar Days</u>
<u>Increase</u> of this Change Order: \$ <u>536,585.85</u> (inclusive NMGR)	Increase of this Change Order: <u>190 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>\$14,377,701.33</u> (inclusive NMGR)	Contract Times with all approved Change Orders: <u>500 Calendar Days</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title <u>Mayor</u>	Title <u>CEO</u>
Date: _____	Date <u>5/31/19</u>	Date <u>6/7/19</u>


CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Construction, Inc.


ALAN WEBBER, MAYOR

DATE: 5/31/19

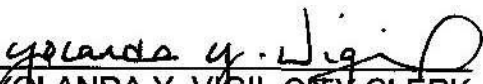

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09

Business Registration # 19-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/29/2019

APPROVED AS TO FORM:

 4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

Change Order No. 03

Date of Issuance: June 11, 2019	Effective Date: June 11, 2019
Owner: City of Santa Fe, NM	Owner's Contract No.: CIP #950
Contractor: Bradbury Stamm Construction	Contractor's Project No.: 1808
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10029382
Project: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGRT)</u>	Original Contract Times: <u>300 Calendar Days</u>
<u>Increase from previously approved Change Orders – No Previous Change Orders</u> <u>\$ 508,545.07 (Inclusive of NMGRT)</u>	<u>Increase from previously approved Change Orders – No Previous Change Orders</u> <u>200 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 14,377,701.32 (Inclusive of NMGRT)</u>	Contract Times prior to this Change Order: <u>500 Calendar Days</u>
<u>Increase of this Change Order:</u> <u>\$ 165,593.80 (Inclusive of NMGRT)</u>	<u>Increase of this Change Order:</u> <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 14,543,295.12 (Inclusive of NMGRT)</u>	Contract Times with all approved Change Orders: <u>500 Calendar Days</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Title: <u>Mangana Rawal</u> Date: <u>7/10/19</u> Engineer (if required)</p>	<p>ACCEPTED:</p> <p>By: _____ Title: _____ Date: _____ Owner (Authorized Signature)</p>	<p>ACCEPTED:</p> <p>By: <u></u> Title: <u>Project Manager</u> Date: <u>7/8/19</u> Contractor (Authorized Signature)</p>
---	---	--

CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Construction, Inc.



ALAN WEBBER, MAYOR

DATE: 8/2/19



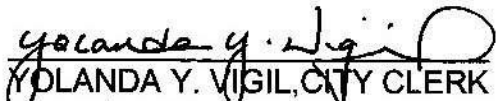
NAME & TITLE

DATE: 7/3/19

CRS # 01-107415-00-09

Business Registration # 19-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7-31-19

APPROVED AS TO FORM:

 6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 25.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

Date of Issuance:	May 14, 2020	Effective Date:	May 14, 2020
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGR)</u>	Original Contract Times: <u>300 Calendar Days</u>
Increase from previously approved Change Orders No. 01 to No. 03. <u>\$ 674,138.87 (Inclusive of NMGR)</u>	Increase from previously approved Change Orders No. 01 to No. 03. <u>200 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 14,543,295.12 (Inclusive of NMGR)</u>	Contract Times prior to this Change Order: <u>500 Calendar Days</u>
Increase of this Change Order: <u>\$ 288,280.59 (Inclusive of NMGR)</u>	Increase of this Change Order: <u>74 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 14,831,575.71 (Inclusive of NMGR)</u>	Contract Times with all approved Change Orders: <u>574 Calendar Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Project Manager	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: <u>5/18/20</u>	Date: _____

City of Santa Fe
Wastewater Treatment Plant – Anaerobic Digesters
Change Order No. 4 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
20	Connection of Foam Separator to SCADA/power	\$25,426.30	\$27,571.64	9
25	Additional Power Conduits at Gas Cleaning	\$63,897.32	\$69,288.66	38
26	RFI #57 Additional Valves on Yard Piping	\$14,668.10	\$15,905.72	0
28	Credit for Digester Ramp Deletion	(\$17,694.44)	(\$19,187.41)	0
29	RFI #46 Additional Plug Valves	\$9,480.42	\$10,280.33	0
31	Working with HEI on Fiber Optic	(\$11,071.34)	(\$12,005.48)	0
32	RFI #8 Credit for Digester Lid Coatings	(\$3,232.40)	(\$3,505.13)	0
33	Owner Directed Changes to Server Room	\$6,622.74	\$7,181.53	0
35	RFIs #91-93 Modifications to MCC	\$5,103.30	\$5,533.89	2
37	Additional I/O for LCP-201	\$9,592.76	\$10,402.15	2
38	Hot tap for the 12" OF Line	\$7,002.63	\$7,593.48	0
40	Installation of Air Release on Sludge and HW Piping	\$5,679.90	\$6,159.14	0
41	Start-up Costs through 3-31-20	\$52,369.95	\$56,788.66	7
43	Load Banks for Generator Start-up	\$42,204.67	\$45,765.69	0
44	Spare Parts for Existing Belt Press	\$20,660.43	\$22,403.65	0
45	PW for Flush water at Chopper Pumps	\$1,017.40	\$1,103.24	0
47	Finalize Bypass Line	\$7,931.03	\$8,600.21	0
49	Retaining Wall	\$26,190.77	\$28,400.62	16
Total Change Order No. 04		\$265,849.54	\$288,280.59	74

Bradbury Stamm Construction Pricing Attachments:

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20

CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Construction, Inc.


ALAN WEBBER, MAYOR

 CEO
NAME & TITLE

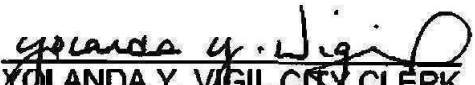
DATE: 5/31/19

DATE: 6/7/19

CRS # 01-107415-00-09

Business Registration # 19-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/29/2019

APPROVED AS TO FORM:

 4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

Date of Issuance: February 23, 2021	Effective Date: February 23, 2021
Owner: City of Santa Fe, NM	Owner's Contract No.: CIP #950
Contractor: Bradbury Stamm Construction	Contractor's Project No.: 1808
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10029382
Project: Paseo Real Wastewater Treatment Plant -Anaerobic Digesters	Contract Name: Paseo Real Wastewater Treatment Plant -Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description : Change order includes the following: MCR #30 - Credit for deletion of flow meter manhole at belt filter press dewatering building; MCR #34 - Digester level sensors; MCR #42 - Site surface changes; MCR #46 Programming of Electronic Valves ; MCR #48 -Additional 1/0 for Belt Filter Presses ; MCR #50 - Shore power for cogeneration ; MCR #51 - Support for digester hoses; MCR #52 -Additional costs for EIFS; MCR #53 - Programming timers on chopper pumps; MCR #54 VFDs at chopper pumps; MCR #56 - Pressure Gauges on Pumps.

Attachments: *Change Order No. 5 Summary with BSC Pricing Attachments*.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGR)</u>	Original Contract Times: <u>300 Calendar Days</u>
<u>Increase from previously approved Change Orders No. 01 to No. 04.</u> <u>\$ 962,419.46 (Inclusive of NMGR)</u>	<u>Increase from previously approved Change Orders No. 01 to No. 04.</u> <u>274 Calendar Days</u>
Contract Price prior to this Change Order : <u>\$ 14,831,575.71 (Inclusive of NMGR)</u>	Contract Times prior to this Change Order: <u>574 Calendar Days</u>
<u>Increase of this Change Order :</u> <u>\$ 0.00 (Inclusive of NMGR)</u>	<u>Increase of this Change Order:</u> <u>Retroactively from 3/23/20-12/31/21 add 653 calendar days</u>
Contract Price incorporating this Change Order: <u>\$ 14,831,575.71 (Inclusive of NMGR)</u>	Contract Times with all approved Change Orders: <u>1227 Calendar Days</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: <u>3/17/21</u>

CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Construction, Inc.



ALAN WEBBER, MAYOR

DATE: Apr 26, 2021

 DOUG HARNED Project Manager

NAME & TITLE

DATE: 3/11/21

CRS # 01-107415-00-09

Business Registration #

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: ~~GC~~



Marcos Martinez (Mar 10, 2021 14:30 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

5000375.572970


AL

APPENDIX A
REQUIRED INSURANCE

A.1 Contractor's Required Insurance

A.1.1 General Requirements: Contractor shall not commence nor continue to perform any of the Work unless he, at his own expense, has in full force and effect all Required Insurance as set out in this Appendix A. The Contractor shall not permit any Subcontractor to perform work on the Project unless the Workers' Compensation/Employer's Liability Insurance and Liability Insurance requirements have been complied with by such Subcontractor as provided herein. The types of insurance the Contractor (and Subcontractors) shall obtain and maintain are set forth herein. All insurance policies carried by the Contractor or its Subcontractors pursuant to this Appendix A shall be **primary** and **non-contributory** as to any insurance carried by the City of Santa Fe.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through any warranty period.

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

Unless otherwise provided herein, the Contractor shall be responsible (without any reimbursement from the City) for payment of the amount of any deductible under any of the insurance policies.

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa

Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording “will endeavor” to give such notice is not permitted.

In addition to the Certificates of Insurance, Contractor will deliver to the City Representative with the signed Contract Declaration pages for each of the insurance coverages. Certified copies of the (1) Project Specific Builder’s Risk Insurance Policy; and (2) the Workers’ Compensation and Employer’s Liability Insurance Policies (and all endorsements pertaining to such coverages) shall be delivered to the City Representative not later than 7 days after Notice of Award of the Contract by the City (and in any event prior to the commencement of any work at the Project Site).

Due to proprietary and competitive concerns, as to the Commercial General Liability Policy (CGL); the Automobile Liability Policy (Auto); and the Pollution Liability Policy, the City and Contractor have agreed to the following procedures:

(1) In the event any claim (or notice of claim) is submitted under any such policies, and the insurance carrier denies coverage, or fails to adjust and resolve such claims in a timely manner, or fails to procure and pay for the defense of such claim, or provides a defense under a reservation of right, then certified copies of the policies (and all endorsements thereto) shall promptly be provided to the City of Santa Fe.

The Liability (and Employer’s Liability) insurance herein may be satisfied by excess coverage policies that comply with the Required Insurance under this Appendix A. Exhibit A is the coverage Contractor has agreed to provide to meet the Required Insurance.

If the City is damaged by Contractor’s failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the City for all costs, expenses, and damages resulting therefrom. All insurance policies to be furnished by Contractor under this Agreement shall be subject to approval by the City. All insurance policies shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the City and any Additional or Named Insured from claims by third parties, including employees of the Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Contract.

A.1.2 Workers’ Compensation and Employer’s Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers’ Compensation Act, (see Section 52-1-1, et.

seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain through Final Completion of the Contract and any warranty period Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Applicable Law in the amounts required by Applicable Law or as set out herein. Such insurance shall include coverage permitted under Applicable Law for safety devices. Contractor shall also provide Employer's Liability coverage of \$1,050,000 (including excess coverage) each person, such combined insurance is to cover claims for damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of the Contractor while engaged in the performance of any portion of the Work or services or labor under the Contract.

A.1.3 Liability Insurance: The Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein through Final Completion and any warranty period as will protect the Contractor and the Additional Insured from claims which may arise out of or result from Contractor's activities, operations, omissions, and actions concerning the Project, the Work, or the Contract (including activities, operations, omissions, or actions by any Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractors, or by anyone for whose acts any of them may be liable). The Contractor shall procure, pay for, and maintain, from the execution of the Contract through Final Completion (and through any warranty period), Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

- \$ 4,000,000 General Aggregate;
- \$ 2,000,000 Each Occurrence for bodily injury, personal injury, and property damage;
- \$ 2,000,000 Products-completed operations aggregate;

The CGL policy of Contractor shall be a broad form coverage and must include liability coverage in the amount of \$2,000,000 per occurrence for the following:

- Bodily Injury and Property Damage;
- Premises/Operations;
- Independent Contractors Protective;
- Contractual Liability covering the Contract;
- Broad Form Property Damage including Completed Operations;
- Personal Injury/Advertising Injury with Employment Exclusion deleted;
- Explosion, Collapse, and Underground (XCU)

The Commercial General Liability Insurance shall include an endorsement stating that the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents are named additional insureds (Additional Insureds) under the policy. Such policy shall also contain an appropriate crossclaim provision and severability of interest provision so that appropriate claims asserted by the City against the Contractor may still be covered. The Contractor's Commercial General Liability Insurance, Automobile Liability Insurance, and Pollution Liability Insurance shall be deemed the primary insurance coverage for all covered losses.

The Contractor shall procure and maintain Pollution Liability Insurance with limits of not less than \$2,000,000 per Occurrence and \$2,000,000 in the Aggregate. Coverage must be included for bodily injury and property damage and for clean-up costs arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising from any work and/or services performed by Contractor and its Subcontractors. The policy shall be endorsed to name the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents as additional insureds.

The Contractor shall procure and maintain, from the execution of this Agreement through Final Completion and any warranty period, Automobile Liability Insurance. The limits shall be: \$1,050,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor or any of its Subcontractors in performance of the Work.

A.1.4 Builder's Risk Insurance: At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named

Insured. The City of Santa Fe shall be named as Additional Insured under the policy. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for business interruption, equipment and machinery, delay in opening, and testing shall be included.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

With respect to correcting defective workmanship, the coverage shall include the cost of repairing damage caused thereby.

The Builder's Risk policy shall provide coverage for "soft costs" incurred by the City for any covered loss (up to an aggregate limit of \$250,000.00).

A.1.5 Contractor's Liability Not Limited by Insurance: Nothing contained in this Appendix A is to be construed as a limitation of the liability of Contractor or Contractor's surety under the Contract.

A.1.6 All insurance policies carried by the Contractor (and its Subcontractors) shall include a waiver of subrogation in favor of the Additional Insureds under either the CGL or the Builder's Risk sections of this Appendix A.

A.1.7 Forms of Policies: The Commercial General Liability Policy shall be substantially equivalent to most current version of ISO CG 0001. The Automobile Liability Policy shall be substantially equivalent to most current ISO CA-00-01.

Exhibit A

Minimum Insurance Coverage

The Contractor shall obtain, pay for and maintain the insurance coverage listed below in connection with the Work:

Commercial General Liability –	<u>Combined Single Limit</u>
General Annual Aggregate Limit	\$4,000,000
Personal Injury Limit	\$1,050,000
Each Occurrence Limit	\$1,050,000
Workers' Compensation	
Coverage A	Statutory limits
Employers Liability:	
Bodily Injury by accident	\$1,050,000 each accident
Bodily Injury by disease	\$1,050,000 each employee
Bodily Injury by disease	\$1,050,000 policy limit
Automobile Liability	
Limit for Each Accident	\$1,050,000
Coverage to include all owned, non-owned, and hired vehicles	
Project-Specific Builder's Risk Coverage – "All Risk"/Special Form	Amount Equal to Actual Cash Value of Project

Signature: 
Geraldyn Cardenas (Apr 26, 2021 08:39 MDT)

Email: gfcardenas@santafenm.gov

ACTION SHEET	
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/24/2022	
ISSUE NO. 7c	
Request for approval of Wastewater Digester Project construction contract with Bradbury Stamm Amendment #6 for an extension of time to complete the Digester Project co-generation connection. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)	
Committee Review:	
Public Works and Utilities Committee 01/24/2022	
Finance Committee: 01/31/2022	
Governing Body: 02/09/2022	
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/31/2022 Governing Body	
SPECIAL CONDITIONS OR AMENDMENTS:	
STAFF FOLLOW UP:	

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		



City of Santa Fe, New Mexico

Memorandum



DATE: January 5, 2022

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director ^{KO}_{KO}

FROM: Julie Sanchez, Youth and Family Services Division Director *jjs*

ITEM AND ISSUE:

Request for the Approval of Memorandum of Agreement with No Funding Attached to Establish a Formal Relationship Between the City of Santa Fe Veterans Advisory Board (VAB) and the Santa Fe Veterans Alliance (SFVA); (Julie Sanchez, jjsanchez@santafenm.gov and (505)955-6678)

BACKGROUND AND SUMMARY:

The Veterans Advisory Board (VAB) was established to address matters affecting local veterans in the City of Santa Fe and propose solutions to address the needs of local veterans and advise the governing body on strategies and solutions on such matters.

On April 3rd, 2013 the City entered into MOU 13-0302 with the State of New Mexico on the purchase and expansion of the New Mexico National Cemetery. With the City giving the land to the State, the State would have to pay the city back through a Veteran Fund check off from taxes until paid off; Funding generated from the tax check off would be allocated to local agencies addressing local veteran issues. This funding is limited and from a non-regenerating source.

In June of 2016 the VAB created a working group to explore developing its own nonprofit branch to continue supporting veteran's scholarships, housing homeless veterans, veteran recognition and other programs currently being funded. In 2018, with approval from the city legal department the VAB moved forward with building a nonprofit which later called itself the Santa Fe Veterans Alliance (SFVA). The original MOA expired in 2021 and the VAB unanimously voted to enter into another three (3) year agreement.

The SFVA is a separate entity from the city and is charged with fundraising and supporting the activities of the VAB. There will be no impact on current allocated city funding.

To date the SFVA has raised close to \$40,000.00 to support local Santa Fe veterans in collaboration with the Veterans Advisory Board.

PROCUREMENT METHOD:

Memorandum of Agreement with no funding attached.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203200__.

FUNDING SOURCE:

There is no funding source for this agreement.

ACTION REQUESTED:

The Community Health and Safety Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Kyra Ochoa
Kyra Ochoa (Jan 6, 2022 08:36 MST)

Email: krochoa@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Veterans Alliance

Procurement Title: MOA with the Santa Fe Veterans Alliance

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Community Health & Safety Staff Name Melissa Perea


Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Melissa Perea	Contracts Administrator	01/12/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
 <small>Printed Name (Jan 18, 2022 10:28 MST)</small>	Chief Procurement Officer	Jan 18, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203200

Contractor: Santa Fe Veterans Alliance

Description: **Memorandum of Agreement with No Funding Attached to Establish a Formal Relationship between the City of Santa Fe Veterans Advisory Board (VAB) and the Santa Fe Veterans Alliance (SFVA)**

Contract Agreement Lease / Rent Amendment

Term Start Date: 02/01/2022 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
In June of 2016 the VAB created a working group to explore developing its own nonprofit branch to continue supporting veteran's scholarships, housing homeless veterans, veteran recognition and other programs currently being funded. In 2018, with approval from the city legal department the VAB moved forward with building a nonprofit which later called itself the Santa Fe Veterans Alliance (SFVA). The original MOA expired in 2021 and the VAB unanimously voted to enter into another three (3) year agreement.

3. Procurement History: N/A

John Draney
Fran Draney (Jan 18, 2022 10:28 MST)

Jan 18, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: MOA/ no procurement

4. Funding Source: N/A

Andy Hopkins
Andy Hopkins (Jan 13, 2022 09:54 MST)

Org / Object: _____

Jan 13, 2022

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # 505-955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE VETERANS ALLIANCE AND THE CITY OF SANTA FE
REGARDING
Formalized Relationship for Fundraising and Providing Service to Santa Fe Area Veterans

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is entered into on this ____ day of _____, 2022, by and between the City of Santa Fe, a New Mexico municipal corporation (“CITY”) and the Santa Fe Veterans Alliance, a New Mexico non-profit corporation (“ALLIANCE”).

RECITALS:

WHEREAS, the City has established and presently is operating the Veterans Advisory Board, (“SFVAB”) for the benefit of veterans living in the Santa Fe area; and

WHEREAS, the governing body of the City recognizes that it is advisable and necessary to obtain the support and cooperation of groups organized to support and assist in the successful operation of the SFVAB; and

WHEREAS, Alliance is an organization, the members of which volunteer their time to support and promote veterans living in the Santa Fe area; and

WHEREAS, the City and Alliance wish to establish the terms under which they may mutually support the activities of each other.

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

ARTICLE 1. PURPOSE. The City of Santa Fe Veterans Advisory Board and the Santa Fe Veterans Alliance desire to formalize the relationship between them for the benefit of Santa Fe area veterans.

ARTICLE 2. UNDERTAKING OF ALLIANCE

2.1 Scope. Alliance is organized exclusively for charitable and educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. Specifically the purposes of Alliance is for fundraising, providing direct support services and contributing to the needs of Santa Fe veterans, to increase the SFVAB’s resources to local veterans and veteran agencies, to advocate for the SFVAB, to stimulate the use of the SFVAB’s resources, and to encourage and support basic safety net service programs through the SFVAB. Said purposes are to be accomplished in cooperation with the City officials responsible for the SFVAB, and in a manner and for purposes consistent with the general policy directions established by such officials, including the Mayor and City Council and in immediate coordination with the Community Services Department Director (the

“Director”), SFVAB Board Liaison (the “Liaison”), and the SFVAB Board Chair (the “Chair”).

- 2.2 Promotion and Fund-raising.** Alliance will use its best efforts to promote and assist in the development of the SFVAB’s activities, shall seek to develop broad, public, private and volunteer support for the needs of Santa Fe area veterans and develop and implement a fund-raising plan to support said needs.
- 2.3 Donations.** Donations to the SFVAB are to be considered as donations to the Alliance for tax-deductible purposes; however, it shall be the responsibility of any individual who donates to the Alliance or to the SFVAB for transfer to the Alliance, donations will be cash, credit/debit card, check, and money order only.
- 2.4 Deposit and Use of Funds.** Alliance agrees that the proceeds from the sale of materials and all other funds raised, including membership fees, less Alliance’ operating expenses, are to be used solely to accomplish the specific purpose of Alliance as stated in Section 1.1 above in accordance with Alliance Articles of Incorporation and By-Laws. Alliance further agrees that all funds will be accounted for and regularly deposited in accounts designated for those purposes.
- 2.5 Funding of SFVAB Programs.** Alliance agrees to the extent it has funds available and as determined by its Board, to provide funding for various SFVAB programs and pay various SFVAB administrative expenses. In the spring of each year, the City shall provide to Alliance a list of its funding needs for the upcoming fiscal year. Needs will be based on community data and a community wide needs assessment. The parties shall then meet to discuss the list and finalize the list of programs and expenses, which will be paid by Alliance.
- 2.6 Operational Costs.** Alliance agrees to reimburse the SFVAB for any operational costs which are paid directly by the SFVAB for their benefit. Following Memorandum of the parties, the City shall submit to Alliance invoices for payment of such costs agreed to, which shall be paid by Alliance.
- 2.7 Not-For-Profit status.** Alliance will organize itself and its activities so as to remain a New Mexico non-profit corporation in good standing, and so as to maintain its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code, as amended or renumbered, or any similar successor statute.
- 2.8 Cooperation.** Alliance agree to work cooperatively with the SFVAB and its Liaison and/or Chair on all matters relating to the SFVAB and to recognize that Liaison and Director are employees of the City and that City process and procedure are required to be followed and Alliance agrees to comply with such processes and procedures so as to affect its purposes, *supra*. Such cooperation includes open and transparent dealings between the City and Alliance on all matters where Alliance are acting for the benefit of the SFVAB.

- 4.3 Termination for Convenience.** This Memorandum may be terminated by either party for convenience and without cause effective upon written notice to the other party at least sixty (60) days in advance.
- 4.4 Termination for Cause.** If either the City or Alliance breach any material term of this Memorandum, the other party may cause the Memorandum to be terminated by giving written notice of the termination to the other party. The notice will state the effective date of termination, which will be no sooner than thirty (30) days after written notice is given pursuant to Section 5.5 herein.
- 4.4.1** The action(s) of an individual member of the Alliance or City or SFVAB shall not constitute a material breach of this Memorandum unless the Board fails to take reasonable action to remedy the situation upon learning of such action(s).
- 4.5 On Termination.**
- 4.5.1 Accounts.** If this Memorandum is terminated and Alliance is dissolved and liquidated, all accounts of Alliance shall be transferred, subject to all requirements of the Nonprofit Corporation Act, to a successor organization(s), mutually approved by the Alliance Board and the City on or before the date of termination. In such event, the successor organization shall honor, to the maximum extent possible, the instructions of contributors and donors to Alliance. If the parties cannot agree to a successor organization, the parties shall, to the extent not inconsistent with the Nonprofit Corporation Act, submit to binding arbitration in Santa Fe, New Mexico under the New Mexico Arbitration Act. If the Memorandum is terminated and Alliance continues to exist as an organization, Alliance will continue to support the purposes listed in Section 1. This provision shall survive the termination of this Memorandum.

ARTICLE 5. MISCELLANEOUS

- 5.1 Non-profit Corporation.** Alliance agrees to continue its organizational status and activities so as to maintain its status as a New Mexico non-profit corporation in good standing and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- 5.2 Articles and Bylaws.** Upon any changes to the Bylaws, Alliance will furnish a copy of the revised Bylaws to the City.
- 5.3 Independent Status.** Alliance agrees that it is acting in a separate legal capacity and not as an agent of the City.
- 5.4 Approval Required.** This Memorandum shall not become effective or binding until approved by the Governing Body.

It is understood that no city appointed or employed agent will have voting rights but will act as an ex officio member.

ARTICLE 3. UNDERTAKINGS OF THE CITY

- 3.1 Advice to Alliance.** The SFVAB Chair, Liaison, and/or Director may periodically provide to the Alliance suggested fund-raising priorities and objectives based on a community wide needs assessment and available data which would be presented to the Alliance. All suggestions will be strongly considered by the Alliance Board, but the final decision will rest with the Alliance Board. Coordination will happen at the Alliance Board's quarterly meetings.
- 3.2 Assistance by Staff and SFVAB Members.** In consideration for the services and funding provided by Alliance pursuant to this Memorandum and upon approval of the Director, the City agrees to permit and encourage the staff liaison of the SFVAB and SFVAB Members to assist Alliance with its fund raising activities to the extent such activities are provided for the benefit of the SFVAB, are City or City-sponsored programs, or complement or support the responsibilities of the SFVAB. Alliance understands that any such assistance may be withdrawn at any time at the discretion of the Director.
- 3.3 Promotion of Alliance.** When Materials are available, the City shall provide same to Alliance in consideration for the services, marketing, and publishing provided by Alliance pursuant to this Memorandum . City will make an active effort to promote activities, events and accomplishments of the Alliance.
- 3.4 Material Procurement.** City will assist with procurement of materials for example, brochures, loaning of chairs and tables, for Alliance events at no cost or low cost to the Alliance, if available.
- 3.5 Funding.** When available the City will provide fund matching through the SFVAB fund to that of the Alliance, when SFVAB funding is available.
- 3.6 City Representative.** The Director and Liaison will administer this Memorandum on behalf of the City.

ARTICLE 4. TERM, TERMINATION AND RENEWAL.

- 4.1 Term.** This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate June 30, 2025, unless terminated earlier by any party pursuant to Article 4 (Termination).
- 4.2 Renewal.** This Memorandum may be renewed by mutual written Memorandum of the parties for such period or periods of time as may be agreed upon. The provisions of this Memorandum will be binding upon and inure to the benefit of the parties hereto and upon any successors and assigns.

- 5.5 Termination.** This Memorandum may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 5.6 Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Memorandum. Each party shall be liable for its actions in accordance with this Memorandum.
- 5.7 NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Memorandum modifies or waives any provision of the New Mexico Tort Claims Act.
- 5.8 Third Party Beneficiaries.** By entering into this Memorandum, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Alliance. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary of this Memorandum .
- 5.9 Assignment.** Neither the City nor the Alliance shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other party.
- 5.10 Amendment.** This Memorandum shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE

ATTEST:

KRISTINE BUSTOS MIHELICIC,
CITY CLERK

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 25, 2021 10:36 MDT)

SENIOR ASSISTANT
CITY ATTORNEY

Oct 25, 2021

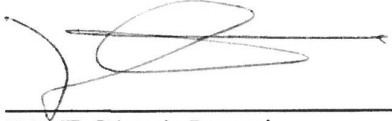
DATE

APPROVED FOR FINANCES:

MARY T. MCCOY,
FINANCE DIRECTOR

DATE

SANTA FE VETERANS ALLIANCE:



NAME, Victoria Bruneni
TITLE Chair

11/8/21

DATE



NAME, Elizabeth Martin
TITLE Program Coordinator

11/8/21

DATE



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE VETERANS ALLIANCE

Business Location: HIGHWAY 84/285 PD 1618
MENDENALES, NM 87548

Owner: SANTA FE VETRANS ALLIANCE

License Number: BUS-000233-2019

Issued Date: October 26, 2021

Expiration Date: October 26, 2022

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

SANTA FE VETERANS ALLIANCE
PO BOX 321
MENDENALES, NM 87548

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE




City of Santa Fe New Mexico

Memorandum



Date: January 24, 2022

To: Santa Fe City Council

Via: Erin McSherry, City Attorney 

From: Jeff Norris, Legislative Services

RE: Veterans Banners on Cerillos Road

EXECUTIVE SUMMARY:

The proposed Resolution amends Resolution No. 2020-14 to extend the location of banners commemorating “Hometown Heroes” from along the Cerillos Road corridor between I-25 and Rodeo Road to between I-25 and the intersection of St. Michael’s Drive and Osage Avenue.

BACKGROUND:

The Hometown Heroes program displays banners commemorating active, retired, and honorably discharged United States Military veterans each year between Memorial Day and Veterans Day. The Governing Body has previously adopted three Resolutions approving the banners for this program. The most recent Resolution, Resolution No. 2020-14 permits the display of banners along Cerrillos Road between I-25 and Rodeo Road every year between Memorial Day and Veterans Day.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

VOTE SUMMARY



Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor Garcia)
A Resolution Amending Resolution No. 2020-14 To Change The Location Of The Banners Commemorating "Hometown Heroes" Along The Cerrillos Road Corridor Between I-25 And Rodeo Road To Between I-25 And The Intersection Of St. Michaels Drive And Osage Avenue. (Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov)

Committee Review:

Governing Body: 01/12/2022 (Introduced)

Public Works & Utilities: 01/24/2022

Governing Body: 01/26/2022

Item Type - resolution

Item Owner -

Item Sponsor - Michael Garcia

Item Tracking Number - 22-13435

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Secunder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Michael Garcia Councilor Jamie Cassutt
Councilor Carol Romero-Wirth Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF APPROVAL INCLUDED IN RESOLUTION NO. 2020-14 TO EXPAND THE DESIGNATED LOCATION OF BANNERS COMMEMORATING “HOMETOWN HEROES” ALONG THE CERILLOS ROAD CORRIDOR FROM BETWEEN I-25 AND RODEO ROAD TO BETWEEN I-25 AND THE INTERSECTION OF ST. MICHAEL’S DRIVE AND OSAGE AVENUE.

WHEREAS, Santa Fe City Code Section 14-8.10 allows for the installation of banners to identify the geographic location associated with local business groups, neighborhoods, or community groups; the dates associated with important civic milestones, activities, or holidays; or a sense of place and community that are erected by the City of Santa Fe (“City”) or its permittee, if approved by the Governing Body via Resolution; and

WHEREAS, “Banner” is defined as “a *temporary sign* no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a city-owned support structure.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

between I-25 and St. Michael’s Drive existing light poles.

Number: As many banners may be displayed as there are light poles along the approved location, provided the banners are evenly and artfully displayed.

Design Approval Process: The design of the banners has been approved by the Land Use Director and City Attorney as conforming to all applicable requirements and restrictions.

Installation: The American Legion Post 12 will be responsible for the installation of the banners associated with this request.

Maintenance: Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the American Legion Post 12. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.

Cost Allocation: The American Legion Post 12 shall be responsible for all costs associated with the purchasing, installation, and removal of the banners.

BE IT FURTHER RESOLVED that, prior to installation, the American Legion Post 12

1 shall secure approval from the New Mexico Department of Transportation for the display of the
2 banners in the additional stretch of Cerillos Road right-of-way.

3 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

4

5

6

7

ALAN WEBBER, MAYOR

8 ATTEST:

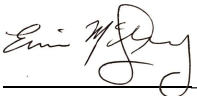
9

10

11 KRISTINE MIHELIC, CITY CLERK

12 APPROVED AS TO FORM:

13



14

15 ERIN K. McSHERRY, CITY ATTORNEY

16

17

18

19

20

21

22

23

24

25 *Legislation/2022/Resolutions/Veterans Banners on Cerrillos Road*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x

Short Title(s): Veterans Banners Along Cerrillos Road

Sponsor(s): Council Michael Garcia

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jeff Norris Date: 1/6/21 Phone: 505-922-6692

Reviewed by City Attorney: *Eric W. Day* Date: Jan 24, 2022

Reviewed by Finance Director: *Mary McCoy* Date: Jan 24, 2022

Summary:

 This Resolution permits the additional installation of banners along Cerrillos Road, to extend the installation from between I-25 and Rodeo to between I-25 and Osage Avenue/St. Michael's Drive on an annual basis between Memorial Day and Veterans Day. The Resolution specifies the dates, location, number, design approval process, installation, maintenance, and cost allocation related to the banners. It also specifies the required approvals, permits, surety, and release of liability.

Departments Affected:

 None identified.

Consequences of Not Enacting Legislation:

 The City will not authorize the additional display of banners along Cerrillos Road from I-25 to the intersection of Osage Avenue and St. Michaels Drive on an annual basis.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

 The Bill relates to section 14-8.10(A)(2)(b)(4) that establishes the process for the Governing Body to approve the display of banners in the City.

Performance and Administrative Implications:

 None identified. The banner design was previously approved and the installation and removal of the banners is performed by a contractor working with the Hometown Heroes organization.

Fiscal Implications:

 None identified.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/24/2022

ISSUSE NO. 7d

CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor Garcia, Councilor Villarreal, Councilor Cassutt, Councilor Romero-Wirth)

A Resolution Amending Resolution No. 2020-14 To Change The Location Of The Banners Commemorating "Hometown Heroes" Along The Cerrillos Road Corridor Between I-25 And Rodeo Road To Between I-25 And The Intersection Of St. Michaels Drive And Osage Avenue. (Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov)

Committee Review:

Governing Body: 01/12/2022 (Introduced)
 Public Works & Utilities: 01/24/2022
 Governing Body: 01/26/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/26/2022 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		