

**SANTA FE COUNTY  
RESOLUTION 2023- 025**

**A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM**

Whereas, the Board of County Commissioners meeting in regular session on February 28, 2023, did request the following budget adjustment:

Department / Division Public Works/Utilities Fiscal Year: 2023 (July 1, 2022 - June 30, 2023)  
 Budget Adjustment Type (drop down): Other

**BUDGETED REVENUES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
505	0000	385	00-00	Water - Budgeted Cash	\$ 400,343	
<b>Total</b>					\$ 400,343	\$

**BUDGETED EXPENDITURES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
505	1433	484	80-10	NE/SE Connector - Waterline to connect developers	\$ 195,895	
505	1420	445	70-03	Wastewater - Telephone	11,110	
505	1420	445	70-04	Wastewater - Electricity	31,910	
505	1420	445	70-05	Wastewater - Gas & Heating	6,000	
505	1480	444	90-01	Solar Array	120,428	
505	1480	444	90-02		35,000	
<b>Total</b>					\$ 400,343	\$

Requesting Department Approval: Brian Snyder Title: PW Director Date: 2/9/2023 Log # 643  
 Capital/Grants Approval: Samuel L. Montoya Date: 2/10/2023  
 Finance Dept Approval: [Signature] Date: 2/14/2023  
 County Mgr Approval: [Signature] Date: 2/24/2023  
 Budget Administrator: [Signature] Date: \_\_\_\_\_  
 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2023-025**

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT**  
(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1 Please summarize the request and its purpose in the area below.  
 The NE/SE Connector design and construction contract was awarded to AUJ, Inc. Public Works is requesting \$195,895 of additional funds to be budgeted for the balance of tax that is owed for the waterline on the NE/SE Connector. The requested amount includes a 10% contingency for the water portion of the project.  
 In addition, the Department is requesting additional funds be budgeted for the following items:  
 • Unanticipated price increase of the data for supervisory control and data acquisition (SCADA) connections in the amount of \$11,110;  
 • Additional electricity charges in the amount of \$31,910 and sewer and garbage charges in the amount of \$6,000 for the Water Reclamation Facility and Hondo Booster Station.  
 • Utilities Division's reimbursement to the City of the Santa Fe for the New Mexico Finance Authority loan for the design, acquisition, construction, permitting and installation of a solar photovoltaic system to provide a renewable power source for Booster Station 2A of the Buckman Direct Diversion as provided in cost sharing agreement 2018-0273-PW in the amount of \$155,428 for the fiscal year 2021 and 2022.  
 The items above will be funded with available cash balances (budgeted cash) within the Utilities Enterprise Fund (505).

Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring	Non-Recurring
		X

2 Does this request impact a revenue source?  
 Yes No  
 X

3 A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy  
 X

B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
 X

C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)  
 X

D. Is a match required? If Yes, please identify funding source in the line below.  
 X

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW


FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED ( Drop Down)

SANTA FE COUNTY  
RESOLUTION 2023- 025


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 28<sup>th</sup> Day of January, 2023.

Santa Fe Board of County Commissioners

  
Anna Hansen, Chairperson

ATTEST:

  
Katharine E. Clark, County Clerk

BCC RESOLUTIONS  
PAGES: 10

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of March, 2023 at 08:46:08 AM And Was Duly Recorded as Instrument # 2007989 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Katharine E. Clark  
County Clerk, Santa Fe, NM

Deputy Dusty Rogers



2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM

ITEM # 18-0176

2018-0273-PW

**COST SHARING AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY**

This Cost Sharing Agreement ("Agreement") between the City of Santa Fe ("City") and Santa Fe County ("County") shall be effective as of the date of the full execution of this Agreement.

**RECITALS**

A. The City and the County (collectively, "Parties") each own an undivided 50% interest in the facilities comprising the Buckman Direct Diversion ("BDD") Project, excluding the Club at Las Campanas Separate Facilities, as described in the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion* ("JPA"), as amended, and the *Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project between the City of Santa Fe, Santa Fe County and Las Campanas LP*, as amended.

B. Pursuant to City Ordinance No. 2013-13, the City and the New Mexico Finance Authority ("NMFA") entered into that certain May 3, 2013, *Drinking Water State Revolving Loan Fund/Loan and Subsidy Agreement* ("Loan Agreement") to finance up to \$5,050,000 for the design, acquisition, construction, permitting, and installation of a Solar Photovoltaic System ("PV System") to provide a renewable power source for Booster Station 2A of the BDD Project.

C. Under the Loan Agreement, approximately half of the actual "aggregate disbursements" made to the City for the PV System is a grant, defined in the Loan Agreement as the "aggregate forgiven disbursements." The remaining portion of the aggregate disbursements is a loan, defined in the Loan Agreement as the "aggregate repayable disbursements" and in this Agreement as the "Principal Amount." Subject to the right to prepay, the Loan Agreement requires the Principal Amount to be repaid over 20 years in amortized payments of principal plus interest at the rate of 2% per year on the outstanding principal amount plus an annual administrative fee of 0.25% on the outstanding Principal Amount. Interest and fee payments are made semi-annually on December 1 and June 30 of each year; principle payments are made annually on June 30 of each year.

D. Beginning in May, 2013, NMFA made aggregate disbursements to the City under the Loan Agreement of \$4,890,583.20, which corresponds to a Principal Amount of \$2,445,291.60. The PV System was constructed and became operational in June of 2014.

E. The repayment schedule under the Loan Agreement is attached to this Agreement as Exhibit A. As shown on Exhibit A, the first semi-annual payment under the Loan Agreement became due on June 30, 2015. As of the execution of this Agreement, the City has paid the following amounts:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Fee</u>	<u>Total</u>
June 30, 2015	\$43,452.99	\$17,830.25	\$2,547.18	\$63,830.42
December 1, 2015		\$21,016.09	\$3,002.30	\$24,018.39

2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM

June 30, 2016	\$105,156.99	\$21,016.09	\$3,002.30	\$129,175.38
December 1, 2016		\$20,095.96	\$2,870.86	\$22,966.82
June 30, 2017	\$107,259.90	\$20,095.96	\$2,870.86	\$130,226.72
December 1, 2017		\$19,157.44	\$2,736.78	\$21,894.22
<b>TOTAL AMOUNT PAID BY CITY THROUGH December 1, 2017:</b>				<b><u>\$392,111.95</u></b>

F. In accordance with the JPA and City Ordinance No. 2013-13, the Parties agree that the PV System is a part of the BDD Project facilities that the City and the County jointly own. Accordingly, the City and the County shall equally share all costs associated with the PV System, including equal amounts related to the City's repayment of the Principal Amount, accrued interest, and administrative fee under the Loan Agreement.

G. Operation of the PV System results in substantial benefits, including reduction of the BDD Project's electric bill in the form of a renewable energy credit, reductions in the amount of purchased electricity, and sales of electricity to PNM when the PV System produces surplus energy. Because of a reallocation of these benefits by BDD accounting staff as between the City and the County, the City received a total benefit of \$43,299.62 that should have been allocated to the County.<sup>1</sup>

H. The purpose of this Agreement is to establish the terms and conditions under which the County will reimburse the City for half of the payments that the City has made to NMFA through December 1, 2017, and to set out a payment schedule under which the County will continue to reimburse the City for half of the Principal Amount, interest, and administrative fee going forward.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. The Parties agree that the County shall be entitled to a credit from BDD in the amount that BDD misallocated to the City (\$43,299.62), as described in Recital G above.<sup>1</sup>

3. Loan Payments. The City and the County shall each pay amounts equal to one half of the Principal Amount, interest, and administrative fees due under the Loan Agreement, as follows:

A. Prior City Payments; Reimbursement by County. The City is entitled to reimbursement from the County for one half of the total payments it has paid to NMFA through December 1, 2017 (\$392,111.95). Therefore, as soon as practicable after execution of this

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<sup>1</sup> This Agreement does not address the additional \$7,500.53 credit that was misallocated to the Club at Las Campanas, which shall be resolved directly between Las Campanas and Santa Fe County.

2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM

Agreement, the City shall submit an invoice to the County for \$196,055.98. The County shall pay the invoice within 30 days of receipt exclusively from the General Obligation Improvement and Refunding Bonds, Series 2016, proceeds.

B. Ongoing Payments; City Reimbursement. The City shall continue to be responsible for making the semi-annual payments of principal, interest, and administrative fees, in full, to NMFA required under the Loan Agreement until the Principal Amount has been paid in full. The City shall be entitled to prompt reimbursement from the County for one-half of each such payment, subject to Section 3(C) below. As soon as practicable after making each semi-annual payment to NMFA, the City shall submit an invoice to the County for one-half of the amount paid, which the County shall thereafter pay within 30 days of receipt.

C. Total County Obligation. Notwithstanding any other provision of this Agreement, the County's maximum obligation to the City under the Loan Agreement shall not exceed \$1,487,253.46. In addition, the County shall not be responsible for reimbursing the City for late fees or penalties assessed by NMFA under the Loan Agreement.

D. Prepayment. The County or the City may prepay their respective one-halves of the total outstanding balance due under the Loan Agreement in accordance with Article VIII of the Loan Agreement and this Agreement. If either or both Parties desire to prepay, they shall negotiate a mutually agreeable prepayment date, giving due regard to their respective budgets, the payment schedule under the Loan Agreement, and the obligation under Article VIII of the Loan Agreement to provide notice to NMFA no less than 45 days before the prepayment date. The City shall provide the prepayment notice to NMFA required under Article VIII of the Loan Agreement, which notice shall designate the prepayment date agreed upon by the Parties. The City shall also confirm with NMFA the total amount that will be outstanding under the Loan Agreement as of the prepayment date ("Outstanding Balance"), including the total unpaid Principal Amount, accrued interest, and the administrative fee. The following options shall apply to prepayment:

(i) Prepayment of Outstanding Balance in Full. The Parties may agree to prepay the Outstanding Balance, with each simultaneously paying its respective one-half. In this event, the County shall pay its half of the Outstanding Balance to the City and the City shall pay the entire Outstanding Balance directly to NMFA on or before the prepayment date.

(ii) Prepayment by One Party of Half of the Outstanding Balance. The County or the City may unilaterally decide to prepay its respective entire one-half of the Outstanding Balance, which shall constitute a partial prepayment under Article VIII of the Loan Agreement. If the County desires to prepay its entire half of the Outstanding Balance, the County shall pay such amount to the City and the City shall pay the same amount directly to NMFA on or before the prepayment date. If the County prepays one-half of the Outstanding Balance, it shall have no further obligation to the City regarding the Loan Agreement, as of the prepayment date, and the City shall thereafter make payments to NMFA in accordance with the NMFA's recalculated payment schedule. If the City prepays one-half of the Outstanding Balance, the County shall thereafter make the full payment to the City due under NMFA's recalculated payment schedule, and the City shall timely transmit the County's payments to NMFA;

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*provided*, however, that the County shall make the bi-annual payments to the City on or before November 1<sup>st</sup> and May 31<sup>st</sup> of each year until the Outstanding Balance is paid in full.

(iii) Prepayment by One Party of less than Half of the Outstanding Balance. Neither the County nor the City may prepay less than its respective one-half of the Outstanding Balance except in accordance with a written agreement between the Parties that, among other things, sets out the Parties' respective pro-rata payment obligations after partial prepayment date.

4. Equal Sharing of Benefits and Costs. The City and County shall share equally all benefits derived from the PV System, including renewable energy credits, reductions in electricity bills, and proceeds from the sale of excess generation of electricity by the PV System. The City and County shall also share equally all costs associated with operation and maintenance of the PV System, including but not limited to all costs imposed by the Public Service Company of New Mexico (PNM) pursuant to the Electric Facilities and Service Agreement Under Rate 11B (PNM Agreement #1025009).

5. Good Faith. The Parties shall work with BDD staff in good faith to assure that the costs and benefits of the PV System are allocated equally.

6. Effective Date and Termination. This Agreement shall be effective on the date it has been fully executed by the governing body of each Party and shall terminate on the date that the Outstanding Balance is paid in full.

7. Miscellaneous

a. No Waiver. Neither the City nor the County waive any limitation of liability that may apply under state law, including but not necessarily limited to the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, Section 37-1-23.

b. Scope of Agreement. This Agreement constitutes the entire agreement and understanding between the County and the City and supersedes any and all prior agreements, and understandings, oral or written, relating to the subject matter hereof.

c. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the County and the City may enforce this Agreement.

d. Neutral Construction. Both parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either Party and shall be construed neutrally so as to carry out the intent of the Parties.

e. Assignment. This Agreement is not assignable by either Party.

2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM

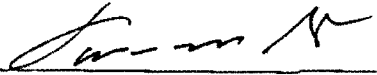
f. Captions. Section headings in this Agreement are used solely for convenience, and shall be disregarded in the construction of this Agreement.

g. Amendment. This Agreement shall not be amended except by an instrument in writing executed by the Parties.

h. Applicable Law: Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the Parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CITY OF SANTA FE

  
\_\_\_\_\_  
Javier Gonzales, Mayor

3/7/18  
Date

ATTEST

  
  
\_\_\_\_\_  
Yolanda Vigil, City of Santa Fe Clerk


3-7-18  
Date

APPROVED

  
\_\_\_\_\_  
Adam Johnson, City Finance Director

3-9-18  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelley A. Brennan, City Attorney

1/24/18  
Date

[County signatures on next page]



2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM

SANTA FE COUNTY

By: Anna Hansen  
Anna Hansen, Chair  
Board of County Commissioners

3/13/18  
Date

ATTEST:

Geraldine Salazar  
Geraldine Salazar, County Clerk

3/13/2018  
Date

APPROVED AS TO FORM:

RBF  
R. Bruce Frederick, County Attorney

2/16/2018  
Date

FINANCE DIVISION APPROVAL

SS  
Stephanie Schardin Clarke  
Finance Division Director

2/20/18  
Date



**2018 COST SHARING AGREEMENT  
BDD PROJECT PHOTOVOLTAIC SYSTEM**

**Exhibit A**

**NMFA Drinking Water (#SANTAFE DW-4)**

<b>Payment Date</b>	<b>Principal</b>	<b>Interest Rate</b>	<b>Admin Rate</b>	<b>Coupon</b>	<b>Interest</b>	<b>Fees</b>	<b>Periodic Debt Service</b>	<b>Fiscal Year Debt Service</b>	<b>SF County Cost Share</b>
06/01/2015	43,452.99	1.75%	0.25%	2.00%	17,830.25	2,547.18	63,830.42	63,830.42	31,915.21
12/01/2015					21,016.09	3,002.30	24,018.39		
06/01/2016	105,156.99	1.75%	0.25%	2.00%	21,016.09	3,002.30	129,175.38	153,193.77	76,596.89
12/01/2016					20,095.96	2,870.86	22,966.82		
06/01/2017	107,259.90	1.75%	0.25%	2.00%	20,095.96	2,870.86	130,226.72	153,193.54	76,596.77
12/01/2017					19,157.44	2,736.78	21,894.22		
06/01/2018	109,404.99	1.75%	0.25%	2.00%	19,157.44	2,736.78	131,299.21	153,193.43	76,596.72
12/01/2018					18,200.15	2,600.02	20,800.17		
06/01/2019	111,592.99	1.75%	0.25%	2.00%	18,200.15	2,600.02	132,393.16	153,193.33	76,596.67
12/01/2019					17,223.71	2,460.53	19,684.24		
06/01/2020	113,824.99	1.75%	0.25%	2.00%	17,223.71	2,460.53	133,509.23	153,193.47	76,596.74
12/01/2020					16,227.74	2,318.25	18,545.99		
06/01/2021	116,101.99	1.75%	0.25%	2.00%	16,227.74	2,318.25	134,647.98	153,193.97	76,596.99
12/01/2021					15,211.85	2,173.12	17,384.97		
06/01/2022	118,423.99	1.75%	0.25%	2.00%	15,211.85	2,173.12	135,808.96	153,193.93	76,596.97
12/01/2022					14,175.64	2,025.09	16,200.73		
06/01/2023	120,791.98	1.75%	0.25%	2.00%	14,175.64	2,025.09	136,992.71	153,193.44	76,596.72
12/01/2023					13,118.71	1,874.10	14,992.81		
06/01/2024	123,207.99	1.75%	0.25%	2.00%	13,118.71	1,874.10	138,200.80	153,193.61	76,596.81
12/01/2024					12,040.64	1,720.09	13,760.73		
06/01/2025	125,671.98	1.75%	0.25%	2.00%	12,040.64	1,720.09	139,432.71	153,193.44	76,596.72
12/01/2025					10,941.01	1,563.00	12,504.01		
06/01/2026	128,184.98	1.75%	0.25%	2.00%	10,941.01	1,563.00	140,688.99	153,193.00	76,596.50
12/01/2026					9,819.39	1,402.77	11,222.16		
06/01/2027	130,748.98	1.75%	0.25%	2.00%	9,819.39	1,402.77	141,971.14	153,193.30	76,596.65
12/01/2027					8,675.34	1,239.33	9,914.67		
06/01/2028	133,363.98	1.75%	0.25%	2.00%	8,675.34	1,239.33	143,278.65	153,193.32	76,596.66
12/01/2028					7,508.40	1,072.63	8,581.03		
06/01/2029	136,030.98	1.75%	0.25%	2.00%	7,508.40	1,072.63	144,612.01	153,193.04	76,596.52
12/01/2029					6,318.13	902.59	7,220.72		
06/01/2030	138,751.98	1.75%	0.25%	2.00%	6,318.13	902.59	145,972.70	153,193.42	76,596.71
12/01/2030					5,104.05	729.15	5,833.20		
06/01/2031	141,526.98	1.75%	0.25%	2.00%	5,104.05	729.15	147,360.18	153,193.38	76,596.69
12/01/2031					3,865.69	552.24	4,417.93		
06/01/2032	144,357.98	1.75%	0.25%	2.00%	3,865.69	552.24	148,775.91	153,193.84	76,596.92
12/01/2032					2,602.56	371.79	2,974.35		
06/01/2033	147,244.98	1.75%	0.25%	2.00%	2,602.56	371.79	150,219.33	153,193.68	76,596.84
12/01/2033					1,314.16	187.74	1,501.90		
06/01/2034	150,189.98	1.75%	0.25%	2.00%	1,314.16	187.74	151,691.88	153,193.78	76,596.89
<b>Total</b>	<b>2,445,291.60</b>				<b>463,063.57</b>	<b>66,151.94</b>	<b>2,974,507.11</b>	<b>2,974,507.11</b>	<b>1,487,253.56</b>