



# Agenda

FINANCE COMMITTEE MEETING  
CITY COUNCIL CHAMBERS  
SEPTEMBER 16, 2013 – 5:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES

CITY CLERK'S OFFICE

DATE 9/13/13 TIME 10:25a  
SERVED BY Yolanda Green  
RECEIVED BY [Signature]

Regular Finance Committee Meeting – September 3, 2013

## CONSENT AGENDA

6. Bid No. 14/03/B – FY 2013/14 Maez Road Water Main Replacement Project and Agreement between Owner and Contractor; TLC Plumbing and Utility. (Dee Beingessner)
7. Bid No. 14/07/B – Retread Tires, Tire Casings and Repairs for Environmental Services Division; Circle J Tires. (Cindy Padilla)
8. Bid No. 14/08/B – La Comunidad/New Vistas – Re-Roofing and Professional Services Agreement; Mike Lopez Roofing, LLC. (Chip Lilienthal)
9. Request for Approval of Maintenance Agreement – Hardware and Software Maintenance Services for Library Division; Innovative Interfaces, Inc. (Patricia Hodapp)
10. Request for Approval of Amendment No. 3 to Agreement between Owner and Architect – Design Services at Mary Esther Gonzales Senior Center (MEG) Warehouse; Ellis/Browning Architects. LTD. (Chip Lilienthal)
11. Request for Approval of Amendment No. 1 to Professional Services Agreement – Design Services for Water History Park & Museum; Victor Johnson Architect, LLC. (Chip Lilienthal)
12. Request for Approval of Agreement – 2013 State of New Mexico Severance Tax Bond Capital Appropriation Project for Santa Fe Medians and Sidewalks; New Mexico Department of Transportation. (David Chapman)
  - A. Request for Approval of Budget Increase – Grant Fund



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13. Request for Approval of Agreements – 2013 State of New Mexico Severance Tax Bond Capital Appropriation Project; New Mexico Department of Transportation. (David Chapman)
  - A. Affordable Housing for Veterans
  - B. Larragoite Park Improvements
  - C. Southwest Activity Node Park
  - D. Water History Park and Museum
  1. Request for Approval of Budget Increase – Grant Fund
14. Santa Fe Railyard Community Corporation. (Robert Siqueiros)
  - A. Request for Approval of Amendment No. 4 to Amended and Restated Railyard Lease and Management Agreement.
  - B. Request for Approval of Amendment No. 2 to Lease Agreement for Tract O and the Santa Fe Depot Buildings.
15. Request for Approval of Landlord's Consent and Estoppel – Santa Fe Municipal Airport; Ross Santa Fe, LLC. (Francey Jesson)
16. Request for Approval of Amendment No. 8 to Legal Services Agreement – Qwest Corporation v. City of Santa Fe Matters; Cuddy & McCarthy. (Kelley Brennan)
  - A. Request for Approval of Budget Increase – Insurance Claims Fund
17. Request for Approval of Amendment No. 1 to Professional Services Agreement – Business Incubator Services on behalf of Economic Development; Santa Fe Business Incubator. (Kate Noble)
18. Request for Approval of Joint Funding Agreement – Stream Flow Gaging and Ground Water Monitoring; U.S. Department of the Interior Geological Survey. (Claudia Borchert)
19. FY 2013/2014 Community Development Block Grant Contracts. (Kym Dicome)
  - A. Request for Approval of Amendment No. 1 to Professional Services Agreement – Increased Allocations as Approved by Community Development Commission; Santa Fe Habitat for Humanities DPA.



# Agenda

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- B. Request for Approval of Amendment No. 1 to Professional Services Agreement - Increased Allocations as Approved by Community Development Commission; Homewise DPA.
- C. Request for Approval of Amendment No. 1 to Professional Services Agreement - Increased Allocations as Approved by Community Development Commission; Housing Trust DPA
- 20. Request for Approval of Procurement under Cooperative Price Agreement – Equipment for TraCS Version 10 Pilot Grant Project for Police Department; CDW-Government, LLC. (Lieutenant Sean Strahon)
- 21. Request for Approval of Telecommunications Services Agreement – CIP High Speed Internet Project for the City of Santa Fe; Cyber Mesa Computer Systems Incorporated. (Sean Moody)
  - A. Request for Approval of Budget Increase – Broadband Infrastructure Fund
- 22. Request for Approval of a Resolution Affirming the City's Commitment to Equality and Freedom from Discrimination and Violence for all of its Residents, including Children and Youth; Condemning Bullying, Harassment and Intimidation in Schools; and Urging the Community to Work together to Further Define and Understand the Multiple Aspects of Bullying. (Councilor Bushee) (Chris Sanchez)

**Committee Review:**

Children & Youth Commission (approved)	08/27/13
City Council (scheduled)	09/25/13

Fiscal Impact – No

- 23. Request for Approval of a Resolution Authorizing and Supporting the Submittal of the City's Project Application to the Santa Fe Metropolitan Planning Organization for Funding under the Fiscal Year 2014/2015 Transportation Alternatives Program for the Santa Fe River Trail Connections and Improvements Project. (Councilors Calvert and Bushee) (Brian Drypolcher and Eric Martinez)

**Committee Review:**

Public Works (approved)	09/09/13
City Council (scheduled)	09/25/13



# Agenda

FINANCE COMMITTEE MEETING  
CITY COUNCIL CHAMBERS  
SEPTEMBER 16, 2013 – 5:00 P.M.

Fiscal Impact – Yes

24. Request for Approval of a Resolution Recognizing the Unique Volunteer Services that the Santa Fe Conservation Trust Trails Program Provides on Behalf of the City of Santa Fe's Trails and Open Spaces; and Directing the City Manager to Enter into a Professional Services Agreement with the Santa Fe Conservation Trust to Provide Trails Volunteer Coordinator Services on behalf of the City of Santa Fe. (Councilor Bushee) (Leroy Pacheco)

**Committee Review:**

Bicycle & Trails Advisory Committee (scheduled)	09/18/13
Public Works (scheduled)	09/23/13
City Council (scheduled)	09/25/13

Fiscal Impact – Yes

**END OF CONSENT AGENDA**

**DISCUSSION**

25. Request for Approval of a Resolution Adopting the 2015-2019 Infrastructure Capital Improvements Plan (ICIP). (Councilor Wurzbarger) (Isaac Pino)

**Committee Review:**

Public Works (approved)	09/09/13
City Council (scheduled)	09/25/13

Fiscal Impact – No

26. Audit Committee. (Councilor Ives) (Liza Kerr and Judith Amer)

- A. Request for Approval of an Ordinance Relating to Chapter VI SFCC 1987, Boards, Committees and Commissions; Creating a New Article 6-5 SFCC 1987 to Establish the City of Santa Fe Audit Committee.

**Committee Review:**

Audit Committee (approved)	07/10/13; 08/07/13; 09/04/13
City Council (request to publish)	09/25/13
City Council (public hearing)	10/30/13

Fiscal Impact – No



# Agenda

FINANCE COMMITTEE MEETING  
CITY COUNCIL CHAMBERS  
SEPTEMBER 16, 2013 – 5:00 P.M.

- B. Request for Approval of a Resolution Amending Resolution 2010-83 to Repeal the Establishment of the City Audit Committee.

**Committee Review:**

Audit Committee (approved)	07/10/13
City Council	10/30/13

Fiscal Impact – No

27. Request for Approval of an Ordinance Relating to the City of Santa Fe Internal Audit Department; Amending Article 2-22 SFCC 1987 to Strengthen Internal Audit Independence. (Councilors Dominguez and Bushee) (Liza Kerr and Judith Amer)

**Committee Review:**

Audit Committee (approved)	08/07/13; 09/04/13
City Council (request to publish)	09/25/13
City Council (public hearing)	10/30/13

Fiscal Impact – No

28. Update on Data Center Audit Report. (Liza Kerr)
29. Update on Status of Audits. (Liza Kerr)
30. OTHER FINANCIAL INFORMATION:
- A. Status of Union Negotiations for Fire Department. (Erik Litzenberg)
- B. Update of Gross Receipts Tax Report Received in September 2013 (for July 2013 Activity) and Lodgers' Tax Report Received in September 2013 (for August 2013 Activity). (Marcos A. Tapia)

31. MATTERS FROM THE COMMITTEE

32. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520 five (5) working days prior to meeting date.

SUMMARY OF ACTION  
FINANCE COMMITTEE MEETING  
Monday, September 16, 2013

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1
APPROVAL OF CONSENT AGENDA	Approved [amended]	2
CONSENT CALENDAR LISTING		2-4
APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – SEPTEMBER 3, 2013	Approved	4
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF AGREEMENT – 2013 STATE OF NEW MEXICO SEVERANCE TAX BOND CAPITAL APPROPRIATION PROJECT FOR SANTA FE MEDIANS AND SIDEWALKS; NEW MEXICO DEPARTMENT OF TRANSPORTATION	Approved	4-5
REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND	Approved	4-5
REQUEST FOR APPROVAL OF TELECOMMUNICATIONS SERVICES AGREEMENT – CIP HIGH SPEED INTERNET PROJECT FOR THE CITY OF SANTA FE; CYBER MESA COMPUTER SYSTEMS INCORPORATED	Approved	5-6
REQUEST FOR APPROVAL OF BUDGET INCREASE <u>TRANSFER</u> – BROADBAND INFRASTRUCTURE FUND	Approved	5-6
REQUEST FOR APPROVAL OF A RESOLUTION RECOGNIZING THE UNIQUE VOLUNTEER SERVICE THAT THE SANTA FE CONSERVATION TRUST TRAILS PROGRAM PROVIDES ON BEHALF OF THE CITY OF SANTA FE'S TRAILS AND OPEN SPACES; AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE SANTA FE CONSERVATION TRUST TO PROVIDE TRAILS VOLUNTEER COORDINATOR SERVICES ON BEHALF OF THE CITY OF SANTA FE	Approved	6

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END OF CONSENT CALENDAR DISCUSSION

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<b><u>ITEM</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
<b><u>DISCUSSION</u></b>		
REQUEST FOR APPROVAL OF A RESOLUTION ADOPTING THE 2015-2019 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)	Approved	7-8
<b><u>AUDIT COMMITTEE:</u></b>		
REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO CHAPTER VI SFCC 1987, BOARD, COMMITTEES AND COMMISSIONS; CREATING A NEW ARTICLE 6-5 SFCC 1987, TO ESTABLISH THE CITY OF SANTA FE AUDIT COMMITTEE	Approved a/a	8-9
REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE INTERNAL AUDIT DEPARTMENT; AMENDING ARTICLE 2-22 SFCC 1987, TO STRENGTHEN INTERNAL AUDIT INDEPENDENCE	Approved [amended]	9-14
<b><u>OTHER FINANCIAL INFORMATION</u></b>		
STATUS OF UNION NEGOTIATIONS FOR FIRE DEPARTMENT	Information/discussion	15-16
MATTERS FROM THE COMMITTEE	Information/discussion	16
UPDATE ON DATA CENTER AUDIT REPORT	Information/discussion	16-18
UPDATE ON STATUS OF AUDITS	Information/discussion	18-20
<b><u>OTHER FINANCIAL INFORMATION</u></b>		
STATUS OF UNION NEGOTIATIONS FOR FIRE DEPARTMENT	[Moved up on agenda]	20
UPDATE OF GROSS RECEIPTS TAX REPORT RECEIVED IN SEPTEMBER 2013 (FOR JULY 2013 ACTIVITY) AND LODGERS' TAX REPORT RECEIVED IN SEPTEMBER 2013 (FOR AUGUST 2013 ACTIVITY)	Information/discussion	21
MATTERS FROM THE COMMITTEE	Information/discussion	21
ADJOURN		21

**MINUTES OF THE  
CITY OF SANTA FE  
FINANCE COMMITTEE**  
Monday, September 16, 2013

**1. CALL TO ORDER**

A meeting of the City of Santa Fe Finance Committee was called to order by Chair Carmichael A. Dominguez, at approximately 5:00 p.m., on Monday, September 16, 2013, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

**2. ROLL CALL**

**MEMBERS PRESENT:**

Carmichael A. Dominguez, Chair  
Councilor Patti J. Bushee  
Councilor Christopher Calvert  
Councilor Bill Dimas

**MEMBERS EXCUSED:**

Councilor Peter N. Ives

**OTHERS ATTENDING:**

Marcos A. Tapia, Finance Department  
Yolanda Green, Finance Division  
Melessia Helberg, Stenographer.

There was a quorum of the membership in attendance for the conducting of official business.

**NOTE: All items in the Committee packets for all agenda items are incorporated herewith to these minutes by reference. The original Committee packet is on file in the Finance Department.**

**3. APPROVAL OF AGENDA**

Mr. Tapia said the only change to the agenda is in the caption of Item #21(A) which should be a request for a "budget transfer," not "budget increase."

**MOTION:** Councilor Calvert moved, seconded by Councilor Bushee, to approve the agenda, as amended.

**VOTE:** The motion was approved unanimously on a voice vote.

Responding to Councilor Bushee, Mr. Tapia said there a contract for Item #21, which was handed out prior to the meeting.



#### **4. APPROVAL OF CONSENT AGENDA**

**MOTION:** Councilor Calvert moved, seconded by Councilor Dimas, to approve the following Consent Agenda, as amended.

**VOTE:** The motion was approved unanimously on a voice vote.

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#### **CONSENT AGENDA**

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6. **BID NO. 14/03/B – FY 2013/14 MAEZ ROAD WATER MAIN REPLACEMENT PROJECT AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; TLC PLUMBING AND UTILITY. (DEE BEINGESSNER)**
7. **BID NO. 14/07B – RETREAD TIRES, TIRE CASINGS AND REPAIRS FOR ENVIRONMENTAL SERVICES DIVISION; CIRCLE J. TIRES. (CINDY PADILLA)**
8. **BID NO. 14/08/BH – LA COMUNIDAD/NEW VISTAS – RE-ROOFING AND PROFESSIONAL SERVICES AGREEMENT; MIKE LOPEZ ROOFING, LLC. (CHIP LILIENTHAL)**
9. **REQUEST FOR APPROVAL OF MAINTENANCE AGREEMENT – HARDWARE AND SOFTWARE MAINTENANCE SERVICES FOR LIBRARY DIVISION; INNOVATIVE INTERFACES, INC. (PATRICIA HODAPP)**
10. **REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT BETWEEN OWNER AND ARCHITECT – DESIGN SERVICES AT MARY ESTHER GONZALES SENIOR CENTER (MEG) WAREHOUSE; ELLIS/BROWNING ARCHITECTS, LTD. (CHIP LILIENTHAL)**
11. **REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – DESIGN SERVICES FOR WATER HISTORY PARK & MUSEUM; VICTOR JOHNSON ARCHITECT, LLC. (CHIP LILIENTHAL)**
12. ***[Removed for discussion by Councilor Bushee]***
13. **REQUEST FOR APPROVAL OF AGREEMENTS – 2013 STATE OF NEW MEXICO SEVERANCE TAX BOND CAPITAL APPROPRIATION PROJECT; NEW MEXICO DEPARTMENT OF TRANSPORTATION. (DAVID CHAPMAN)**
  - A. **AFFORDABLE HOUSING FOR VETERANS**
  - B. **LARRAGOITE PARK IMPROVEMENTS**
  - C. **SOUTHWEST ACTIVITY NODE PARK**
  - D. **WATER HISTORY PARK AND MUSEUM**
    1. **REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.**

14. SANTA FE RAILYARD COMMUNITY CORPORATION. (ROBERT SIQUEIROS)
  - A. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT.
  - B. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO LEASE AGREEMENT FOR TRACT O AND THE SANTA FE DEPOT BUILDINGS.
15. REQUEST FOR APPROVAL OF LANDLORD'S CONSENT AND ESTOPPEL – SANTA FE MUNICIPAL AIRPORT; ROSS SANTA FE, LLC. (FRANCEY JESSON)
16. REQUEST FOR APPROVAL OF AMENDMENT NO. 8 TO LEGAL SERVICES AGREEMENT – QWEST CORPORATION V. CITY OF SANTA FE MATTERS; CUDDY & McCARTHY. (KELLEY BRENNAN)
  - A. REQUEST FOR APPROVAL OF BUDGET INCREASE – INSURANCE CLAIMS FUND.
17. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – BUSINESS INCUBATOR SERVICES ON BEHALF O ECONOMIC DEVELOPMENT; SANTA FE BUSINESS INCUBATOR. (KATE NOBLE)
18. REQUEST FOR APPROVAL OF JOINT FUNDING AGREEMENT – STREAM FLOW GAGING AND GROUND WATER MONITORING; U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY. (CLAUDIA BORCHERT)
19. FY 2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS. (KYM DYCOME)
  - A. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – INCREASED ALLOCATIONS AS APPROVED BY COMMUNITY DEVELOPMENT COMMISSION; SANTA FE HABITAT FOR HUMANITIES DPA.
  - B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – INCREASED ALLOCATIONS AS APPROVED BY COMMUNITY DEVELOPMENT COMMISSION; HOMEWISE DPA.
  - C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – INCREASED ALLOCATIONS AS APPROVED BY COMMUNITY DEVELOPMENT COMMISSION; HOUSING TRUST DPA.
20. REQUEST FOR APPROVAL OF PROCUREMENT UNDER COOPERATIVE PRICE AGREEMENT – EQUIPMENT FOR TRACS VERSION 10 PILOT GRANT PROJECT FOR POLICE DEPARTMENT; CDW-GOVERNMENT, LLC. (LIEUTENANT SEAN STRAHON)
21. *[Removed for discussion by Councilor Bushee]*

22. REQUEST FOR APPROVAL OF A RESOLUTION AFFIRMING THE CITY'S COMMITMENT TO EQUALITY AND FREEDOM FROM DISCRIMINATION AND VIOLENCE FOR ALL OF ITS RESIDENTS, INCLUDING CHILDREN AND YOUTH; CONDEMNING BULLYING, HARASSMENT AND INTIMIDATION IN SCHOOLS; AND URGING THE COMMUNITY TO WORK TOGETHER TO FURTHER DEFINE AND UNDERSTAND THE MULTIPLE ASPECTS OF BULLYING (COUNCILOR BUSHEE). (CHRIS SANCHEZ) Committee Review: Children & Youth Commission (approved) 08/27/13; and City Council (scheduled) 09/25/13. Fiscal Impact – No.
23. REQUEST FOR APPROVAL OF A RESOLUTION AUTHORIZING AND SUPPORTING THE SUBMITTAL OF THE CITY'S PROJECT APPLICATION TO THE SANTA FE METROPOLITAN PLANNING ORGANIZATION FOR FUNDING UNDER THE FISCAL YEAR 2014/2015 TRANSPORTATION ALTERNATIVES PROGRAM FOR THE SANTA FE RIVER TRAIL CONNECTIONS AND IMPROVEMENTS PROJECT (COUNCILORS CALVERT AND BUSHEE). (BRIAN DRYPOLCHER AND ERIC MARTINEZ). Committee Review: Public Works (approved) 09/09/13; and City Council (scheduled) 09/25/13. Fiscal Impact – Yes.

24. *[Removed for discussion by Councilor Calvert]*

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**END OF CONSENT AGENDA**

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5. APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – SEPTEMBER 3, 2013.

**MOTION:** Councilor Dimas moved, seconded by Councilor Calvert, to approve the minutes of the Regular Finance Committee Meeting of September 3, 2013, as presented.

**VOTE:** The motion was approved unanimously on a voice vote.

**CONSENT CALENDAR DISCUSSION**

12. REQUEST FOR APPROVAL OF AGREEMENT – 2013 STATE OF NEW MEXICO SEVERANCE TAX BOND CAPITAL APPROPRIATION PROJECT FOR SANTA FE MEDIANS AND SIDEWALKS; NEW MEXICO DEPARTMENT OF TRANSPORTATION. (DAVID CHAPMAN)
- A. REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND

Councilor Bushee asked what project will this fund.

Mr. Chapman said the appropriation is scheduled for the project to West Zia Road from Camino Carlos Rey to Yucca Road.

Councilor Bushee asked how this was chosen.

Mr. Chapman said the records indicate that Councilor Trujillo and Councilor Dimas were interested in getting that improvement in that area.

Councilor Bushee asked if the funds are readily available.

Mr. Chapman said no. These are severance tax bond appropriation and it is at the will of the State Legislature if they want to give us money for that.

Councilor Bushee asked if this for the stretches of sidewalk that are missing.

Mr. Chapman said yes, but this appropriation is only for \$35,000.

Councilor Bushee asked where the balance of funds will come from.

Mr. Chapman said the scope is going to be confined to that amount.

**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve this request.

**DISCUSSION:** Chair Dominguez said then that is \$35,000 for plan, design and construction.

Mr. Chapman said yes.

Chair Dominguez asked how "you know how much construction if you haven't planned it or designed it."

Councilor Calvert said it will fit the budget.

Mr. Chapman said any design will be done in-house – for the xeriscaping and irrigation.

**VOTE:** The motion was approved unanimously on a voice vote.

21. **REQUEST FOR APPROVAL OF TELECOMMUNICATIONS SERVICES AGREEMENT – CIP HIGH SPEED INTERNET PROJECT FOR THE CITY OF SANTA FE; CYBER MESA COMPUTER SYSTEMS INCORPORATED. (SEAN MOODY)**
  - A. **REQUEST FOR APPROVAL OF BUDGET INCREASE TRANSFER – BROADBAND INFRASTRUCTURE FUND**

A copy of *City of Santa Fe Telecommunications Services Agreement* is incorporated herewith to these minutes as Exhibit "1."

Councilor Bushee said she pulled this item so the amount in the memo could be corrected. She asked how this works in terms of each provider, and if this is just to provide faster speed infrastructure.

Mr. Moody said this is to create the wholesale market for providers, so they will be buying internet access and reselling it to the community. He said it is expected, by creating competition in the wholesale market, the price structure for the providers will go down and they will turn around and offer better service, as well as stimulate some proprietary network build-out.

Councilor Bushee asked, "Can we limit any cost increases for this."

Mr. Moody said, "Yes. Actually built into this, the City retains the right to pre-approve the construction agreement and the wholesale rate schedule, so we will be able to govern the wholesale rate."

**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve this request, with the correction to the price in the Memorandum.

**VOTE:** The motion was approved unanimously on a voice vote.

- 24. REQUEST FOR APPROVAL OF A RESOLUTION RECOGNIZING THE UNIQUE VOLUNTEER SERVICE THAT THE SANTA FE CONSERVATION TRUST TRAILS PROGRAM PROVIDES ON BEHALF OF THE CITY OF SANTA FE'S TRAILS AND OPEN SPACES; AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE SANTA FE CONSERVATION TRUST TO PROVIDE TRAILS VOLUNTEER COORDINATOR SERVICES ON BEHALF OF THE CITY OF SANTA FE (COUNCILOR BUSHEE). (LEROY PACHECO) Committee Review: Bicycle & Trails Advisory Committee (scheduled) 09/18/13; Public Works (scheduled) 09/23/13; and City Council (scheduled) 09/25/13. Fiscal Impact – Yes.**

Councilor Calvert said line 1, page 3 of the Resolution provides, "SFCT in partnership with the Trails Alliance is a sole source provider...." He asked if Mr. Rodarte has qualified this as a sole source provider, and Councilor Bushee noted that staff worked with Mr. Rodarte.

Mr. Rodarte said this is a non-profit organization. He said over the last few weeks he has researched this, and he couldn't find anybody else that offered this kind of program, noting this is a local certified company which meets all requirements under sole source. He said, "We will post it on our website identifying it under that method."

Councilor Calvert said then this is in accordance with all the new procurement laws we have to obey, and Mr. Rodarte nodded yes.

**MOTION:** Councilor Bushee moved, seconded by Councilor Dimas, to approve this request.

**VOTE:** The motion was approved unanimously on a voice vote.

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**END OF CONSENT CALENDAR DISCUSSION**

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## DISCUSSION

25. **REQUEST FOR APPROVAL OF A RESOLUTION ADOPTING THE 2015-2019 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) (COUNCILOR WURZBURGER). (ISAAC PINO). Committee Review: Public Works (approved) 09/09/13; and City Council (scheduled) 09/25/13. Fiscal Impact – No.**

Isaac Pino, Public Works Director, said is the final step that DFA requires of the City – the adoption of a Resolution on the ICIP. Mr. Pino noted pages 10 through 14 of the packet have the listing of projects. He said the projects were added as requested by this Committee, the same as was done for the Public Works Committee. He said it is the requirement by DFA that a project needs to appear on this list to qualify for sponsorship for capital funding by the Legislature. He said it would indicate our preference. However, if another appropriation becomes necessary by emergency or preference, it can be brought up from anywhere on the list.

Councilor Bushee said tonight we approved the severance tax appropriation, one of which was for the Water History Park Museum in the amount of \$150,000. She asked if these are supplemental funds.

Mr. Pino said these are supplemental funds. It is the final appropriation needed to complete the project.

Councilor Bushee asked when this goes to the Council, will the amount of money be changed, assuming it is approved.

Mr. Pino asked if we are confusing what we did tonight with what we're doing here.

Councilor Bushee wants to know how they are related.

Chair Dominguez asked how much money is indicated for the Water History Park, noting we already approved the severance tax bond capital appropriation.

Mr. Pino said the amount listed now is the amount needed to complete the project. He said the amount you approved tonight was an incremental step in getting the project close to completion, and this would finish it, assuming we would ever get an appropriation of this sort.

Councilor Bushee said, "You have \$1 million. You have funded to date \$150,000. This is another \$150,000 I assume. So would you reduce the amount that you're asking on the ICIP Wish List as well as we call it to \$750,000, if that's the case."

Mr. Pino said we don't need to do that, but we could, noting the \$1 million is like *pro forma*, and he said he will check with DFA to see if they want that change made.

Councilor Bushee said, "And I'm partly just querying because knowing that we're not going to have any capital improvement money, potentially for a long time, and who knows what we'll get from the Legislature, I see a lot of money going toward that project already and I'm just concerned. We have a lot of needs, and I still see rain falling in the pool at Ft. Marcy and potential liability issues, so me personally, I would switch the order of business here, knowing that we now have \$300,000 going toward that Park which is already close to being, I think it's pretty lovely as it is, relative to amount of folks that use it, and some of the other needs in the City. So, that's just my comment I guess."

Chair Dominguez said he understood Mr. Pino to say that DFA isn't asking for an order of preference.

Councilor Bushee said yes, but we did put it in that order of preference.

Mr. Pino said it is correct that DFA isn't looking for an order of preference.

**MOTION:** Councilor Calvert moved, seconded by Councilor Dimas, to approve this request.

**VOTE:** The motion was approved unanimously on a voice vote.

26. **AUDIT COMMITTEE (COUNCILOR IVES). (LISA KERR AND JUDITH AMER).**
- A. **REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO CHAPTER VI SFCC 1987, BOARD, COMMITTEES AND COMMISSIONS; CREATING A NEW ARTICLE 6-5 SFCC 1987, TO ESTABLISH THE CITY OF SANTA FE AUDIT COMMITTEE.**  
Committee Review: Audit Committee (approved) 07/10/13; 08/07/13; and 09/04/13; City Council (request to publish) 09/25/13; and City Council (public hearing) 10/30/13. Fiscal Impact – No.
  - B. **REQUEST FOR APPROVAL OF A RESOLUTION AMENDING RESOLUTION 2010-83 TO REPEAL THE ESTABLISHMENT OF THE CITY AUDIT COMMITTEE.** Committee Review: Audit Committee (approved) 07/10/13; and City Council 10/30/13. Fiscal Impact – No.

Councilor Bushee said she is a cosponsor of this legislation.

Councilor Bushee said she is happy for this to become an Ordinance with the force of law. She would like to amend the language to provide that the Municipal Judge will appoint the Chair of the Committee for the first year, and then the Committee will choose its own Chair after that. She said this was done to keep the Governing Body away from any of the appointments or directing of tasks or membership.

**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve the proposed Ordinance, Item 26(A), as presented, with an amendment to page 3 of the ordinance as follows: "The ~~mayor~~ municipal judge, with the approval of the City Council...."

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve the proposed Resolution, Item 26(B), as presented.

**VOTE:** The motion was approved unanimously on a voice vote.

- 27. REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE INTERNAL AUDIT DEPARTMENT; AMENDING ARTICLE 2-22 SFCC 1987, TO STRENGTHEN INTERNAL AUDIT INDEPENDENCE (COUNCILORS DOMINGUEZ AND BUSHEE). (LISA KERR AND JUDITH AMER) Committee Review: Audit Committee (approved) 07/10/13; 08/07/13; and 09/04/13; City Council (request to publish) 09/25/13; and City Council (public hearing) 10/30/13. Fiscal Impact – No.**

Chair Dominguez said as the main sponsor, he is open to any discussion by the members of the Committee. He said the intent of the Ordinance is to provide autonomy to the Internal Auditor as things move forward.

Councilor Bushee said she likes the changes and it follows the model accounting ordinance, noting she discussed the proposed Ordinance with Ms. Kerr. She said the one language change that should have been in the Ordinance is "giving the Committee a heads up from the City Manager if there are personnel changes or any kinds of actions that are contemplated regarding the Internal Auditor. I just believe it would be important to have a built-in heads up to the Committee, given that we really have a distance from it. I would hope that committee would be far more in tune and intimately involved, so maybe you could provide that language for the record, Lisa, if you have it anywhere."

Ms. Kerr said she doesn't have it with her, but she can provide it.

Chair Dominguez said some of that is already in the Ordinance.

Councilor Bushee said, "No, everything but that, is my understanding and I think it's important. I understand the City Manager has the last word, but I would really like to build in a heads up. Having had that experience of having a Finance Director leave just before budget, I think it would be very important for the entity that deals with those issues to have that kind of heads up."

Chair Dominguez asked Ms. Amer to respond, noting he thought that was built into the Ordinance.

Judith Amer, Assistant City Attorney, said, "On page 4 of the Ordinance, page 6 in the packet, it states that the City Manager shall make publicly disclosable personnel matters relating to the internal auditor, such as hiring and termination of employment, shall be reported as information items to the Audit Committee, Finance Committee and then the Governing Body. So it is written in there as an after the fact."

Councilor Bushee would like that to be done before the fact.



**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve the Ordinance as proposed, with an amendment to provide for disclosure before any contemplated actions.

**DISCUSSION:** Ms. Amer said she understands, noting the language is on lines 2-7, on page 4 of the Ordinance.

Councilor Calvert said these are personnel matters and asked if the City can you say anything before action is taken. He said how can you say, for example, this person is going to be hired until they are, or how can you say someone is going to be terminated before they officially are. He thinks there are personnel rules which would prevent us from doing that.

Councilor Bushee said we got very little "heads up" before a Finance Director left. She said this has more to do with what is allowable. If something rises to the occasion of a disciplinary action or a firing, she would guess that the Audit Committee would have intimate knowledge of why. She would suggest, that as a check and balance, that they have that communication. She said, "Obviously it has to be done within the parameters of what is allowed under personnel actions. But I think it is important, rather than after the fact, just given the distance. What if you have the situation of a rogue City Manager of some kind, you don't know this, and plus we're looking at this whole other proposal from the Charter that just doesn't want to have an effective Internal Auditor or an Internal Audit Committee, and decided willy-nilly. I'm just throwing out all of the possibilities, so I just want to give the opportunity for communication, within parameters obviously, almost Attorney-Client privilege, I guess it would be, like we gets sometimes. And I just think it would be helpful."

Councilor Calvert said, "I understand what you're saying, but on line 4, where it says 'shall be reported as information items to the audit committee, the finance committee and then the governing body,' if you want it before the fact, that has to be Executive Session and probably the City Council only."

Councilor Bushee said, "Absolutely. And since they're going to be a standing committee, they can have that kind of possibility. I'm just saying in those rare occasions, one would hope they would be rare occasions, so I'm happy to change that language. I just want it before the fact, rather than after the fact."

Chair Dominguez said in the Ordinance, lines 5-8 already gives us that privilege. He said Section B already covers her concerns.

Councilor Bushee said it doesn't address her concerns, it just changes the time frames.

Councilor Calvert said, "As Councilor Dominguez is saying, it says, at the request of the governing body or the city manager, in consultation with the city attorney's office, any protected privileged personnel matters relating to the internal auditor may be presented to the governing body in executive session in accordance with the New Mexico Open Meetings Act."

Councilor Bushee said then we need to add the Audit Committee to that language.

Councilor Calvert said, "I don't think they're privy to that."

Chair Dominguez suggested adding language to provide it can be done at any time.

Councilor Bushee asked how this became a personnel or management issue when we are trying to keep a distance from that position. She said the Committee probably could inform us in our decision-making, so "I want to include them in the loop is all."

Councilor Bushee said, "Not that they hire and fire. We know that is not their role, but that they are the ones setting up the plans, helping to inform the decision and the hiring, I think that's built in there. And I guess I thought on the other end it should also be something that they're allowed to be informed about, given that, really, we're trying to cut our relationship and keep it at arm's length."

Chair Dominguez said he understands, and she is correct in making sure there is autonomy as well as separation of powers. He asked Ms. Amer if the Audit Committee could be invited to an Executive Session of the City Council for any of those purposes.

Ms. Amer said once it is a standing committee, it can have its own executive session which is one answer. She said, "The second answer is that the City Council, when it has an executive session, can invite certain people into executive session. However, if you are going to invite the entire Audit Committee, then you would have to notice that. There would be a quorum and you'd have to notice that in accordance with the Open Meetings Act. "

Councilor Bushee said she doesn't see that as a big problem.

Chair Dominguez said we have to be careful about providing too much authority to a Committee. He doesn't hear her saying that, reiterating he believes we just have to be careful not to give that impression.

Councilor Bushee said, "They're not hiring and firing. I'm just trying to make sure they're in the information loop because they're the ones that probably have more information than we do on any of these issues."

Chair Dominguez said, "On page 4, line 2, it says they will be reported as information items to the Audit Committee, the finance committee...."

Councilor Bushee said we can change the language to be "an Executive Session, whatever you want it to be."

Chair Dominguez said he is happy to accept her recommendation.

Councilor Bushee asked how we can know this is after the fact.

Ms. Amer said, "The word information item means that it is a *fair accompli*. It means it's accomplished already"

Councilor Bushee said, "Maybe you want to add, in the last line, where it says the internal auditor may be presented to the governing body and the Audit Committee, and personally, I think it should be before the fact, so just maybe take out the information item and say, 'may be reported.' Does that accomplish what I want to do."

Ms. Amer said, "To accomplish what you wanted to do, I think you should say, shall be reported prior to the action."

**FRIENDLY AMENDMENT:** Councilor Bushee asked to amend the language on page 4 to provide that it shall be reported prior to the action. **THE AMENDMENT WAS FRIENDLY TO THE SECOND WHO VOICED HIS CONCERN ABOUT THE AMENDMENT, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

**CONTINUATION ON THE MOTION, AS AMENDED:** Councilor Bushee said, "Again. I'm not trying to give a standing committee hiring and firing powers. I just know that we need to rely on them as an independent committee to inform some of our decisions. So I think it's important they're kept in the loop. That's all I'm asking."

Councilor Calvert said, "I would certainly like to have someone from personnel to weigh-in on this, as to whether that advisory committee should be privy to personnel action prior to the fact."

Chair Dominguez said, "Why don't we just go ahead and just move this forward with direction to staff to make sure that personnel chimes in on this. I don't know what else to say, other than you want to go in there, Brian. You're the final say in all personnel matters. So if you want to take a stab at it."

Brian Snyder, City Manager said, "I will take the opportunity. I do understand what the intent of this is. I am a little concerned, and I've had a conversation with a couple of Councilors about this. I understand the purpose of the separation, but at the same time, as we get into personnel matters, before they're actually undertaken, I may not have communicated directly with the Committee if there is a personnel matter brewing, because there is data collection and a whole bunch of process. But I think the intent of the language as it is currently written is to keep them informed, make sure they are aware, even if it is after the fact, as well as that the Governing Body is aware, and it is after the fact. But it does concern me a little bit to go talking about personnel matter before they happen. Because it is a public meeting, and the more people that know about a personnel matter, it could potentially....."

*[Councilor Bushee's remarks here are inaudible]*

Chair Dominguez said then they have executive session privileges.

Councilor Calvert said, "On that one, I would just say that I think we need the City Manager, in conjunction with Human Resources, to give us the direction in terms of whether that is something that is permissible, and if they're not comfortable with it, I'm not particularly comfortable with it either. Because, like I said, sometimes leading up to something, something might change before you make the final decision. And if you've already showed your hand to a certain extent, it's going to make the situation even stickier, or it

could. And so, I just think it's advisable to do that. I think personnel actions are very sensitive and very private issues as they should be, and the fewer people that have that information the better, before the fact."

**FRIENDLY AMENDMENT:** Chair Dominguez asked to amend the motion to provide there is direction from the Finance Committee to have staff "chime in" on that personnel issue. "I agree. Although the flip side is that maybe someone isn't comfortable with the administration is taking, so there definitely has to be that separation and that balance. So I think that staff could hopefully, maybe, come up with some language that would appease both concerns. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

**CONTINUATION OF THE DISCUSSION ON THE MOTION, AS AMENDED:**

Councilor Calvert said the Ordinance provides on page 5, line 2, it provides, '...If the auditor is satisfied.' Councilor Calvert would like to clarify that it is the State Auditor, so it is clear it isn't the City auditor we're talking about there."

Ms. Amer it is the internal auditor and it is in error to have State in the previous line, so "state should be deleted on line 2."

**FRIENDLY AMENDMENT:** Councilor Calvert proposed to fix the prior sentence by deleting "state" on page 5, line 2 of the Ordinance **THE AMENDMENT WAS FRIENDLY TO THE MAKER, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE**

**CONTINUATION OF THE DISCUSSION ON THE MOTION, AS AMENDED:** Councilor Calvert said on page 7, line 17, of the Ordinance, it says, "Within sixty (60) days of the beginning of each fiscal year..." He asked if it is prior to the beginning of the fiscal year, or 60 days either way.

Ms. Amer said, "It is my interpretation that it is intended to be prior to the beginning of the fiscal year, and if you would like that clarified, I can do that."

**FRIENDLY AMENDMENT:** Councilor Calvert proposed to amend the Ordinance on Page 7, line 17, to provide that it is intended to be 60 days prior to the beginning of each fiscal year, as opposed to within 60 days. **THE AMENDMENT WAS FRIENDLY TO THE MAKER, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

**CONTINUATION OF THE DISCUSSION ON THE MOTION, AS AMENDED:** Councilor Calvert said on page 7, line 19, it provides, "...The internal auditor shall have final authority." And on page 8, line 2, it says, "The final plan any amendments will be presented to the audit committee, the city manager and subject to approval of the governing body." He asked, "Does the internal auditor really have final authority. I think not."

Ms. Amer said she would like to go back to the previous Friendly Amendment on page 7. She said Ms. Kerr said she thought it was within 60 days after the beginning of the fiscal year.

Councilor Calvert said it referenced 60 days after in another section and it said "after."

Ms. Kerr said it should be corrected to 60 days after the beginning of the fiscal year.

**AMENDMENT TO THE IMMEDIATELY PREVIOUS FRIENDLY AMENDMENT:** Councilor Calvert proposed to amend the Ordinance on Page 7, line 17, to provide that it is intended to be 60 days after the beginning of each fiscal year, as opposed to within 60 days. **THE AMENDMENT WAS FRIENDLY TO THE MAKER, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

**CONTINUATION OF THE DISCUSSION ON THE MOTION, AS AMENDED:** Councilor Calvert returned to the discussion on page 7, line 19 and on page 8 line 2 with regard to "final authority."

Ms. Amer said, "The reason it is written confusingly is because it was originally written that the Internal Auditor had the authority to determine the audit plan. And then it was added in that it would be approved by the Governing Body, so those two sentences, when read together end up making no sense."

Chair Dominguez said the intent is to have the Internal Auditor to decide which ones get to the Governing Body.

**FRIENDLY AMENDMENT:** Councilor Calvert proposed to amend line 19 on page 7, and line 2 on page 8 to delete the word "final." **THE AMENDMENT WAS FRIENDLY TO THE MAKER, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE**

**CONTINUATION OF THE DISCUSSION ON THE MOTION, AS AMENDED:** Ms. Kerr said you want to filter the final plan through various people, the Audit Committee, the governing body, the City Manager so that changes can't be made to it by any one person – it is filtered through a process.

**FRIENDLY AMENDMENT:** Councilor Calvert proposed to amend page 11, line 10 as follows: "A response is required to respond within fourteen (14) days of receipt of a final report."page 11, line 10, "a response is required. **THE AMENDMENT WAS FRIENDLY TO THE MAKER, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

Ms. Amer said, "I have one point of clarification regarding page 4, where you want it to be reported prior to the action to the Audit Committee and the Finance Committee, but when you read that in conjunction with the second sentence it says 'may be presented,' so there may be an inconsistency there."

Councilor Calvert said that is the reason we're giving staff direction to work that out.

Ms. Amer asked if the Chair would like this to come back to the Finance Committee.

Chair Dominguez said, "Move it on."

**VOTE:** The motion, as amended, was approved unanimously on a voice vote.

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**MOTION:** Councilor Calvert moved, seconded by Councilor Dimas, to reconsider the previous motion to approve the Agenda, to amend the agenda to hear Item 30(A) Status of Union Negotiations for Fire Department, then Item 31 Matters from the Committee next on the agenda, and then return to the regular agenda, and to approve the Agenda as further amended.

**VOTE:** The motion was approved unanimously on a voice vote.

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### **30. OTHER FINANCIAL INFORMATION**

#### **A. STATUS OF UNION NEGOTIATIONS FOR FIRE DEPARTMENT. (ERIK LITZENBERG)**

A copy of a statement for the record by Captain Gerard Sena, Vice-President, IAFF Local 2059, is incorporated herewith to these minutes as Exhibit "2."

Chief Litzenberg said he gave a report at the last meeting, and said perhaps the Committee would like to hear from Captain Sena in this regard as well.

Captain Gerard Sena, Vice-President, IAFF Local 2059, read a statement into the record. Please see Exhibit "2" for the text of Captain Sena's statement.

Councilor Bushee thanked Captain Sena for the information, and asked what happens now, what are the next steps.

Marcos Tapia, Finance Director, said part of this is recognizing the actual amount that we are reporting for the fiscal year, and this is what we agreed to. However, the problem going forward, is that amount is not a budgeted item at this time, and that would have to be done by the Governing Body.

Councilor Bushee asked if we can have this as an agenda item and seek a BAR at a future meeting.

Mr. Tapia said he is unsure, noting there is protocol that has to be done with the unions, but he doesn't know what is the next step.

Responding to Councilor Dimas, Captain Sena said \$86,000 is needed to honor the union contract.

Brian Snyder said if this Committee would give direction to staff this evening, staff could come forward to the next Finance Committee with a budget adjustment, and then move it through the Council approval process.

It was the consensus among the Committee to give direction to the staff to place this on the agenda as an action item at the next meeting.

### **31. MATTERS FROM THE COMMITTEE**

A copy of "Bills and Resolutions scheduled for introduction by members of the Governing Body," for the Council meeting of September 11, 2013, is incorporated herewith to these minutes as Exhibit "3."

Councilor Bushee introduced a Resolution relating to the health, safety and welfare of the residents of Santa Fe; directing City staff to collaborate with the Families & Friends Against Drugs ("FFAD") organization to organize a community-wide panel discussion to bring awareness and offer solutions to the heroin and opiate addiction problem that is plaguing Santa Fe. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "4."

Councilor Dimas said he would like to cosponsor the Resolution.

### **28. UPDATE ON DATA CENTER AUDIT REPORT. (LIZA KERR)**

Ms. Kerr said the Ordinance requires that she presents this report to the Finance Committee, and she is trying to establish a protocol for doing that.

*The Committee commented and asked questions as follows:*

- Councilor Calvert said he has read the report and appreciates the information. He asked if there is anything Ms. Kerr would like to add or emphasize other than the information which is included.

Ms. Kerr said no, noting IT is working to resolve the findings, and have developed a schedule of when the findings will be remediated, and she is tracking that. She said each of the findings is different in terms of days, and they are tracking that and will be following-up. She said any items they indicated were cleared she will re-test to be sure they are cleared.

Responding to Councilor Calvert, Ms. Kerr said the timetables in the report were the dates proposed by IT and she will be following up.

- Councilor Calvert asked if the testing will be random or if they will be notified.

Ms. Kerr said it depends on the item, but most likely she will notify them in this case. She said she would ask them for a copy of the final product.

- Chair Dominguez asked if there are any significant budget implications in the report.

Ms. Kerr said there is a summary on page 22 of estimated cost if ITT and the Council were to decide to move forward with replacing some of the things which are deficient, for example. She said the items are presented in order of priority, and any or all of the items listed can be done. She expects that the IT Director would be presenting a budget for these items at some point in the future.

- Chair Dominguez asked Mr. Tapia if he is okay with these in terms of the budget, and there will be no real significant budget impacts.

Mr. Tapia said no. He said some of the amounts assigned he believes are a little large. He said, for example, the generator proposed would "light up the whole block here." He said it will take some scrutiny, and is hoping that the next IT Director would be able to do that, although that isn't happening as quickly as he would like. He said we will have to look at the budget, the fixes and some of the things we can do.

- Chair Dominguez said there needs to be a process in place to keep the Governing Body informed, commenting that implementation of the findings of some of these audits could cost a lot of money.

Mr. Tapia agreed. He said he has to work with the City Manager and others to see if the proposal will bring the biggest bang for the buck. He said, "We're not there yet, but I will tell you there will be a fiscal impact, so let's see how we can stretch that out for the different courses of action. The City Manager is on me to keep a list of to-do items that he is looking at, and he looks at that. In addition to that, we have our internal auditor who is keeping a list of all audit findings, to include the transportation audit, and others that have findings. She keeps track of that."

Mr. Tapia noted the Internal Auditor will be keeping the Committee apprised on the status of the audits and items they are tracking.

- Councilor Calvert said he would like to return to Item #27. The reason he thought the plan was to be 60 days prior to the end of the fiscal year, is because it has information we need for budget purposes. He said he thinks this plan should be prior to the end of the fiscal year so we will have that information for budget purposes.

Ms. Kerr said this is not an audit plan, it is an audit report. It is basically the result of an audit which was performed.

- Councilor Calvert clarified he is speaking of Item #27.

Mr. Tapia agreed, but said there won't be a big cost to the audits the Internal Auditor is doing, unless we find out we would be needing an expert or something we don't have.

- Councilor Calvert said you will need to know the resources you will need to get the work done.

Mr. Tapia said the basic resource is Ms. Kerr.



- Chair Dominguez said a lot of things in the plan will be done multi-year.

Ms. Kerr said they could be. She said, "The way I'm laying out the plan for the coming year, and I'm hoping to present that to the Finance Committee and the Audit Committee in October, is that there's a certain number of hours that I have available that I can do an audit. And I'm qualified to do a broad spectrum of audits because I'm a CPA, a CIA and [inaudible], plus an MBA, so I can cover pretty much the full spectrum of audit works that need to be done. But I only have about 900 hours available to do audit work, so that is 3-4 250 hour audits per year, something like that. And that's it. And if the City wants more audits than that, then we need to add either contractors or add staff to roll out the subsequent audits. It just depends on the number of audits they want done which is part of the audit plan."

- Councilor Calvert said in the language itself it says, "The proposed plan shall include the rationale for the selections for auditing departments, offices, boards, activities, sub-contractors and agencies." He said it seems if there is a plan going forward, that you should know that before the beginning of the fiscal year and budget for it. Maybe you'll say the plan will all be handled by you, which is fine. We'll have that information and we won't have to budget any more money." He said if there are things which are long range, complex and need more resources, we need to know that before the beginning of the fiscal year in the budget process.

Ms. Kerr said the budget is due well before the start of the fiscal year, and Councilor Calvert said it is due one month before. Ms. Kerr thanked him for the clarification.

- Mr. Tapia said he doesn't see that as being a problem.
- Councilor Calvert said that amendment can be offered at Council.
- Chair Dominguez said staff can be sure that language is in there by the time it goes to Council.

## **29. UPDATE ON STATUS OF AUDITS. (LIZA KERR)**

Mr. Tapia said this informational, and all of the audits reviewed by the Audit Committee are included.

Councilor Calvert said his concern is that some of these are always late, and asked if there is any way to catch up and be on time.

Ms. Kerr said they are attempting to do that. She said there is a lot of effort by the external auditors to making the CAFR timely by December 1<sup>st</sup> of each year, commenting this report helps them to see where they are in the process.

Councilor Calvert asked if this is the result of lack of staff time, or the information isn't timely available, or a combination.

Mr. Tapia said he can't answer for the past lateness of the CAFR, but the most recent have been changes in staff of the Auditor. He said we are fiscal agents for the BDD, for example, which impacts the City's audit.

Councilor Calvert said he understands those kinds of impacts. However, if you need more staff, this Committee needs to know that as we go through the budget process. He said we need to be "apprised as opposed to surprised."

Mr. Tapia said Teresita Garcia has come up with a process to coordinate this with the external auditor and is doing some preliminary work which has helped greatly.

Councilor Calvert asked about the Lodger's Tax Review, and Mr. Tapia said there is no statutory deadline for that review.

Chair Dominguez asked how much of this is mandated by someone other than the City.

Mr. Tapia said the biggest are CAFR, SWMA and BDD which have statutory deadlines or requirements by the State Auditor. He said we wait for the Lodger's because they self report, and we hire an independent auditor to verify the reports submitted. He said they will be doing an RFP for a 3-year contract for someone to audit all 3 years to catch up.

Ms. Kerr said they will be reviewing that RFP this week.

Councilor Calvert asked if we are building in process to be sure we are finished on time.

Mr. Tapia said yes, and talked about those including software and systems, reiterating that there is limited staff to get all of the work done which is continuous and simultaneous. However, he believes next year we will be timely.

Councilor Calvert asked about the Civic Housing Authority.

Mr. Tapia said it is included because we review it because of the amount of money we give them. He said it is required that they provide an audit to us.

Chair Dominguez said, "We aren't auditing them. We're auditing ourselves, and looking at our financial statements."

Mr. Tapia said this meets compliance with stipulations in the agreement.

Councilor Calvert said then we are reviewing their financials to see that they complied with our conditions, and Mr. Tapia said yes.

Councilor Calvert asked about the Railyard, commenting it appears those have been timely submitted. He asked if there are concerns about the 3 with the Railyard.

Mr. Tapia said the Railyard has no impact on us or our statutory deadlines. He said the Railyard does its own audit.

Councilor Calvert wants to make sure this entity, the Railyard, to whom we have delegated the responsibility of running the Railyard, is following the rules and regulations, and he presumes those audits were timely submitted.

Ms. Kerr said there is no statutory due date, but to her knowledge the audits were timely.

Councilor Calvert said then neither the City or the State Auditor requires something from the Railyard by a certain time, and Mr. Tapia said this is correct.

Councilor Calvert said he believes we should give them a schedule for getting everything done on a timely basis, so we can track that and be sure there is compliance.

Chair Dominguez said his questions have to do with how much of this is mandated by ordinance and how much is mandated by the federal government, such as transportation. He would like to see that information in this report as well.

Chair Dominguez asked if the costs of these audits are budgeted within the various departments, or "is that something that comes out of your department."

Mr. Tapia said some of these are done out of the transportation budget such as Lodger's Tax, and others, such as parking, will come out of cash balance. He we have no control over some of those.

Chair Dominguez would like the funding source for each audit to be included in the report.

Maurice Lierz, Chair, Audit Committee, gave a brief overview and history of the document, saying the document has evolved over time and this is the first time this has been given to this Committee. He said this Committee probably will want to be kept up to date in this regard.

Councilor Calvert when we get to the point of doing the overall audit plan at budget time, hopefully, all of these will have a due date, and they can do exception reporting to this Committee.

### **30. OTHER FINANCIAL INFORMATION**

#### **A. STATUS OF UNION NEGOTIATIONS FOR FIRE DEPARTMENT. (ERIK LITZENBERG)**

[This item was moved up on the agenda]

**B. UPDATE OF GROSS RECEIPTS TAX REPORT RECEIVED IN SEPTEMBER 2013 (FOR JULY 2013 ACTIVITY) AND LODGERS' TAX REPORT RECEIVED IN SEPTEMBER 2013 (FOR AUGUST 2013 ACTIVITY). (MARCOS A. TAPIA)**

A copy of *City of Santa Fe Gross Receipts Taxes Collected* (less water 1/4%), dated September 16, 2013, is incorporated herewith to these minutes as Exhibit "5."


Mr. Tapia said this is an information item only. He said the City has done well over the past 3 months, noting we have received \$1 million more than this year last time. He said we haven't gotten back to where we were in 2007-2008, but it is looking better, noting they still budget conservatively.

**31. MATTERS FROM THE COMMITTEE**


Chair Dominguez said he may be absent for the next meeting, and will be asking someone to Chair the meeting on his behalf if he can't attend.

**32. ADJOURN**

There was no further business to come before the Committee, and the meeting was adjourned at approximately 6:30 p.m.

  
Carmichael A. Dominguez, Chair

Reviewed by:

  
Marcos A. Tapia, Director  
Department of Finance  
Melessia Helberg, Stenographer

**CITY OF SANTA FE  
TELECOMMUNICATIONS SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico (the "City") and Cyber Mesa Computer Systems Incorporated (the "Contractor" and, together with the City, the "Parties"). The date of this Agreement shall be the date on which it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Whereas, the City Council adopted Resolution 2011-67 authorizing a gross receipts tax revenue bond issue in the amount of Twenty-Two Million Dollars (\$22,000,000), of which One Million Dollars (\$1,000,000) was allocated for broadband infrastructure projects that includes the fiber optic network project described below; and
- B. Whereas, the City desires to develop a fiber optic network (the "Project"), as described more fully in Exhibit A (*CIP High Speed Internet Program Description*), Schedule 1 (*List of Capital Assets & Transferable Assets*) and Schedule 2 (*List of Described Services*) hereto; and
- C. Whereas, in accordance with its utility procurement procedures, the City selected the Contractor to develop the Project and perform the Described Services (as defined below).

NOW THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. SCOPE OF SERVICES; OWNERSHIP

- A. The Contractor shall, through its wholly-owned division, SF Fiber:
  - (1) design, procure and install, within six (6) months after the Effective Date (as defined below), telecommunications facilities to be owned by the City or its qualified designee, including those listed under the headings "Capital Assets" (the "Capital Assets") and "Transferable Assets" (the "Transferable Assets", and, together with the Capital Assets, the "Assets") on Schedule 1, which Assets shall be necessary and sufficient to deliver the Described Services (as defined below), and
  - (2) operate and maintain the Assets and provide wholesale telecommunications services, including those listed on Schedule 2 (the "Described Services" which, together with the Assets, constitute the Project) to any qualified telecommunications provider or carrier being served by the Project.

*Exhibit '1'*

- B. The City hereby grants to the Contractor and SF Fiber, for the term of this Agreement, the right to install and operate a telecommunications network within the City of Santa Fe, in accordance with the terms and conditions of this Agreement and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (as may be amended from time to time).
- C. The Contractor shall enter into a price agreement with the City, on terms and conditions mutually acceptable to the Parties, for additional infrastructure and/or services, which may include a municipal-wide area network and/or recurring services.
- D. The Contractor shall submit for the City's pre-approval all definitive agreements with third parties necessary to complete the Capital Assets (the "Capital Assets Work"). Construction agreements shall include 100% performance and payment bond provisions, payable to both the City and the Contractor. The City's pre-approval shall not be unreasonably withheld or delayed; provided, however, that if the City has not responded to a request for pre-approval of an agreement within ten (10) days of submittal thereof, the relevant agreement shall be deemed approved by the City.
- E. All Capital Assets procured and/or installed during the construction phase of the Project shall be and remain the sole property of the City or its qualified designee. All additional enhancements, developments and network expansions paid for by the Contractor shall be and remain the sole property of the Contractor.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that (i) it possesses the experience and knowledge necessary to perform the services described under this Agreement; and (ii) the Assets are, to the best of its knowledge and belief, sufficient to enable the provision of the Described Services.
- B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.
- C. The City hereby grants to the Contractor, for the term of this Agreement, a non-exclusive license to use City of Santa Fe public rights-of-way to provide telecommunications services within the City of Santa Fe, in accordance with the terms and conditions of this Agreement and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (as may be amended from time to time).
  - (1) The Parties agree and acknowledge that the consideration for granting this license has been paid by the Contractor to the City in the amount of Two Thousand Five Hundred Dollars (\$2,500); and

- (2) at such time as the City deems appropriate after resolution of pending litigation with another potential telecommunications franchisee, the Parties shall negotiate in good faith to sign a franchise agreement (that will contain appropriate franchise fee provisions, providing a credit for the amount paid pursuant to Section 2.C(1)) in a form acceptable to the governing body of the City and in accordance with the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (as may be amended from time to time), to replace the non-exclusive license granted hereunder.

3. COMPENSATION & REIMBURSEMENTS

The City shall compensate and/or reimburse the Contractor as follows:

- A. Upon Execution. For the option granted under Section 6.B, the City shall pay the Contractor a fee in the amount of Twenty-Two Thousand One Hundred Dollars (\$22,100) as consideration.
- B. Construction Phase. For services rendered as a construction project manager during the construction phase of the Project, the City shall:
  - (1) pay the Contractor an amount equal to One Hundred Ten Thousand Dollars (\$110,000), to be paid in four (4) installments, according to a schedule of milestones (based on the percentage of Capital Assets Work completed) and dollar amounts, as follows:
    - (a) Preconstruction project management services completed = \$35,000,
    - (b) Utility infrastructure 50% completed = \$25,000,
    - (c) Utility infrastructure 100% completed = \$25,000, and
    - (d) Capital Assets Work completed and commissioned = \$25,000.
  - (2) grant the Contractor the right to own two (2) buffer tubes of twelve (12) strands of fiber each (indicated by the columns marked "orange" and "yellow" in the attached Schedule 3) from that which will be installed as part of the Project (the items set forth in paragraphs (1) and (2) of this Section 3.B, hereinafter referred to as the "Contractor's Fee"); and
  - (3) reimburse the Contractor for materials, labor, equipment and payments to subcontractors and other parties relating to the Capital Assets Work, in accordance with the procedures set forth herein (such reimbursements, together with the Contractor's Fee, the "Reimbursement Payments").
- C. Operating Phase. For services rendered as an operator of the Project during the operating phase, the City shall grant the Contractor the right to retain any revenue received by the Contractor from delivery and performance of the Described Services.

Payments to the Contractor under this Section 3.C are not part of the Contractor's Fee.

- D. Reimbursement Payments shall be made within ten (10) business days of receipt, approval and acceptance by the City of a reimbursement request from the Contractor, containing a report of services completed and expenses incurred (but not yet necessarily paid) and, where relevant, a signed Subcontractor's Lien Release & Waiver, in substantially the form attached hereto as Exhibit B. The aggregate of Reimbursement Payments shall not exceed the Reimbursement Amount (as defined below).
- E. 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.

4. 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 sufficient appropriations and authorization are not made by the City, 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.

5. TERM AND EFFECTIVE DATE; CONDITIONS PRECEDENT

- A. The Contractor's obligations hereunder shall commence upon the last to be satisfied of the following conditions precedent:
  - (1) The City shall properly execute agreements with the State of New Mexico (to provide transport) and at least one other third party (who has the capacity to provide internet access) necessary to enable the Contractor to develop the Project, undertake the Capital Assets Work and perform the Described Services on a timely basis.
  - (2) The City shall assign to the Contractor, for use by SF Fiber, one gigabit per second of transport from a co-location facility at the Simms Building to ABQ GigaPop (as described more fully in Exhibit A).
  - (3) The City shall establish, and fully fund, a segregated reserve account (the "Reimbursement Reserve Fund") in an amount equal to Seven Hundred Fifty Thousand Dollars (\$750,000) (such amount, the "Reimbursement Amount"), from which account all Reimbursement Payments are to be made.
  - (4) The Parties shall agree to an initial list of maximum wholesale rates at which to offer the Described Services, which rates shall in any event cover the Contractor's operating costs and reasonable profit margin. The wholesale rates may, at the option of either Party, be reviewed and, at the



option of the Contractor, modified from time to time without amendment to this Agreement.

- (5) The Contractor shall provide details of the formation of SF Fiber, including account information for purposes of payments by the City hereunder.

- B. This Agreement shall be effective on the date (the "Effective Date") when the last of the conditions precedent listed in Section 5.A shall have been satisfied or waived, and shall terminate on the fourth (4<sup>th</sup>) anniversary of the Effective Date, unless terminated sooner pursuant to Article 6.

## 6. TERMINATION

- A. This Agreement may be terminated by the City upon ninety (90) 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, upon request by the City, turn over to the City original copies of all work product, research or papers prepared under this Agreement.

- (2) The Contractor shall be paid for services rendered and expenses incurred through the date that the Contractor receives notice of such termination.

- B. The Contractor hereby grants to the City the option, exercisable upon final expiration (in accordance with Section 6.C) or earlier termination of this Agreement, to cause the Contractor to transfer to a qualified third party 144 strands of the Contractor's fiber coming out of the Central Office to the access vault, together with the Transferable Assets.

- (1) The Contractor shall notify the City within 120 days before the expiration of this Agreement (i) of the upcoming option exercise period (as specified in paragraph (2) below) and (ii) of its intention or desire to continue to deliver the Described Services on a month-to-month basis upon the expiration of this Agreement (which intention or desire shall not be binding on the City).

- (2) The City shall notify the Contractor of its intention not to exercise such option no less than thirty (30) days before the expiration or termination of this Agreement.

- (3) If the City exercises the option, it shall cause to be paid to the Contractor an amount equal to One Dollar (\$1.00) for the value of the Transferable Assets, upon which payment the Contractor shall transfer the Transferable Assets to the City's designated, qualified transferee owner.

- C. Upon expiration (but not earlier termination) of this Agreement, the Contractor shall have the right to renew this Agreement for an additional four (4) year term, to enable the Contractor to continue to deliver the Described Services to its providers and carriers. If the Contractor exercises this right, the new term of this Agreement must commence no later than thirty (30) days after the expiration of this Agreement.
- D. Any funds on deposit in the Reimbursement Reserve Fund upon termination of this Agreement shall, subject to Section 6.A(2), be retained by the City.

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

- A. The Contractor and its agents and employees are independent contractors performing 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. The Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Contractor in the performance of the services under this Agreement.
- C. The Contractor shall comply with City of Santa Fe Minimum Wage Ordinance, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by 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.

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

10. ASSIGNMENT; SUBCONTRACTING

Except as provided herein, 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.

11. RELEASE

The Contractor, upon acceptance of final payment of the Reimbursement Payments, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement with respect to the Capital Assets Work. 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.

12. INSURANCE

- A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property arising from the Contractor's performance under this Agreement. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than thirty (30) days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.
- B. The Contractor shall obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for the Contractor's employees throughout the term of this Agreement. The Contractor shall provide the City with evidence of its compliance with such requirement.

13. 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 the Contractor's performance under this Agreement as well as the performance of the Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three (3) years thereafter, detailed records (the "SF Fiber Records") that indicate the date, time and nature of Described Services rendered, Capital Assets Work performed and Transferable Assets in place. The SF Fiber Records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor upon three (3) business days' prior written notice to the Contractor. 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.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

The Parties 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 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.

18. AMENDMENT

Except as set forth in Section 5.A(4), this Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties.

19. SCOPE OF AGREEMENT

This Agreement (including all schedules and exhibits attached hereto) incorporates all the agreements, covenants, and understandings between the Parties concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been

merged into this Agreement. This Agreement expresses the entire agreement and understanding between the Parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

Any notices 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:

City of Santa Fe:

Sean Moody  
Project Administrator  
Economic Development Division  
City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504-0909

Contractor:

Jane Hill  
President  
Cyber Mesa Computer Systems  
Incorporated and SF Fiber  
4200 Rodeo Rd.  
Santa Fe, NM 87507

\* \* \*

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

CITY OF SANTA FE:

\_\_\_\_\_  
RON COSS  
MAYOR

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

ATTEST:

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

APPROVED AS TO FORM:

*Just attorney for*  
\_\_\_\_\_  
GENO ZAMORA  
CITY ATTORNEY 9/16/13

APPROVED:

\_\_\_\_\_  
MARCOS TAPIA  
FINANCE DIRECTOR

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

CONTRACTOR:

\_\_\_\_\_  
JANE HILL  
PRESIDENT

Date: \_\_\_\_\_  
CRS # 02-120888003  
City of Santa Fe Business  
Registration # 13-00113112

## **EXHIBITS & SCHEDULES**

Exhibit A: CIP High Speed Internet Program Description

Exhibit B: Form of Subcontractor's Lien Release & Waiver

Schedule 1: List of Capital Assets & Transferable Assets

Schedule 2: List of Described Services

Schedule 3: Table of Buffer Tubes & Strands

**Exhibit A:**

**CIP High Speed Internet**

**Program Description**

In the recognition that Santa Fe's economic prosperity relies upon affordable broadband delivered via a robust commercial marketplace, the Santa Fe City Council has allocated \$1,000,000 of gross receipts tax-financed bond revenue toward the development of capital facilities with the goal of improving broadband in Santa Fe through enhanced competition in wholesale backhaul capacity. This will be achieved by installing facilities necessary for direct interconnection between telecommunications carriers and local providers.

Under a negotiated Telecommunications Services Agreement the Vendor will:

1. Design, build, and operate fiber optic facilities extending from the central telephone exchange at 121 East Alameda to a co-location facility at 715 Alta Vista Street (the "Simms Building").
2. Offer and provide to any qualified telecommunications provider or carrier access, interconnection, transport and/or dark fiber within the network under terms specified within the Agreement. Vendor will collect fees from providers for these services.
3. Enter a price agreement for additional infrastructure and/or services.

City will provide:

1. Capital costs of initial development/licensing/design/construction.
2. Up to one gigabit per second ("gbps") of bandwidth from the Simms Building to 505 Marquette Street in Albuquerque ("ABQ GigaPop").
3. In compensation for operating and administering the facilities, the Vendor will retain the fees it collects for its wholesale services at rates agreed upon by the City and Vendor.

The Agreement will include a multi-year term and a transferable fixed price purchase option exercisable on a date specified.

Concurrently the City will enter separate agreements with:

1. State of New Mexico ("State") to obtain bandwidth from the Simms Building to ABQ GigaPop in exchange for dedicated fiber infrastructure.
2. ABQ GigaPop to obtain Internet access in exchange for dedicated fiber infrastructure, bandwidth and/or fees.

It is anticipated the Vendor and participating providers may seek separate agreements with:

1. State to obtain rack space in the Simms Building.
2. ABQ GigaPop to obtain rack space, Internet access and peering capabilities.
3. Participating commercial carriers to obtain bandwidth.



### Exhibit B:

### **Subcontractor's Release Contingent on Payment**

## RELEASE OF LIENS - WAIVER OF RIGHT TO CLAIM

Previous Application Date: \_\_\_\_\_

Current Application Date: \_\_\_\_\_

**Work and/or Material:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

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

**Invoice No:** \_\_\_\_\_

**Invoice Amount:** \_\_\_\_\_

The undersigned certifies that Subcontractor has not already received payment for this Work and Material, and certifies that all Subcontractor's subcontractors and suppliers have been paid in full for all work performed and all material furnished to the Project through the Previous Application Date. The undersigned waives all rights to claims and liens and hereby releases any claim or lien that the undersigned may have previously made for such work or materials furnished through the Previous Application Date. This Release, Waiver and Certification shall not apply to work or materials furnished after the Invoice Date.

**Signature of Subcontractor's  
authorized representative or agent**

Title

STATE OF NEW MEXICO )  
 ) SS:  
COUNTY OF SANTA FE )

The foregoing was acknowledged before me on \_\_\_\_\_, 201\_\_ by \_\_\_\_\_,  
individually or as the \_\_\_\_\_ of \_\_\_\_\_, a New Mexico \_\_\_\_\_.

**Notary Public** \_\_\_\_\_ **My commission expires:** \_\_\_\_\_

**Schedule 1:  
List of Capital Assets & Transferable Assets**

**Capital Assets**

1. Fiber optic facilities (including Central Office Access Vault, conduit, manholes, hand holes/pull boxes, and fiber termination) extending from the central telephone exchange at 121 East Alameda (the “Central Office”) to a co-location facility at 715 Alta Vista Street (the “Simms Building”) as well as planned “meet-me” points and lateral builds along this route.
2. Equipment, including:
  - Racks
  - Routers
  - Cabling (apart from the fiber optic strands in Item 3)
  - Generators
3. A 288 strand bundle of single-mode fiber optic cable, made up of 24 buffer tubes (12 strands per tube), less the two buffer tubes (indicated by the columns labeled “orange” and “yellow” on the table in Schedule 3) that constitute a part of the Consultant’s Fee, extending from the Access Vault (at the exterior portion of the Contractor’s fiber entrance to the Central Office) to the Simms Building.

**Transferable Assets**

4. Software, software licenses and operational records (excluding proprietary information of the Contractor or SF Fiber, such as customer information and pricing).
5. Intellectual property rights relating to the name “SF Fiber”, including domain name registrations.
6. Contract rights with third parties, encumbrances and easements.

**Schedule 2:  
List of Described Services**

1. Network Operation and Management

SF Fiber will be the “single source” services vendor for the fiber optic network. SF Fiber will manage the creation and procurement of all services that will be delivered across the infrastructure. It will manage the integration, implementation, testing, and customer support functions. Operations management and customer support consist of the following:

- Infrastructure delivered services
- Marketing and sales support
- Customer care
- Network monitoring, management, and administration
- Network maintenance and field services

2. Wholesale Open Access Services

SF Fiber will offer the following services to qualified carriers or providers that wish to connect to the network, on a wholesale, open access basis:

- Co-location
- Interconnection
- Ethernet transport
- Dark fiber
- Internet access

## Fiber Number/Bundle ID Chart

144 Fiber ct

	orange	green		slate	white		black	yellow	violet	rose	aqua
	13	25		49	61		84	97	109	121	133
orange	14	26		50	62		86	98	110	122	134
green	15	27		51	63		87	99	111	123	135
	16	28		52	64		88	100	112	124	136
slate	17	29		53	65		89	101	113	125	137
white	18	30		54	66		90	102	114	126	138
	19	31		55	67		91	103	115	127	139
black	20	32		56	68		92	104	116	128	140
yellow	21	33		57	69		93	105	117	129	141
violet	22	34		58	70		94	106	118	130	142
rose	23	35		59	71		95	107	119	131	143
aqua	24	36		60	72		96	108	120	132	144

Schedule 3:  
Table of Buffer Tubes & Strands

Intro: Good evening Chairman Dominguez and Committee Members. My name is Captain Gerard Sena, and I am IAFF Local 2059s Union Vice President. First let me start by thanking you for allowing me to address you today.

The reason I am in front of you today is to explain our unions' position, and not that of AFCSME, or P.D, who made their own cuts, and concessions to the city. During what some would describe as the great recession the city and the unions had to cut back. We cut back \$170,000 out of our contract. It was in the spirit of cooperation that we came together to insure the financial health of our city. One of the concessions that we made was to halt our 1% time in service step increases, until such time that the city regained its financial strength. Section 2 of Article 363 states (Once growth receipts taxes are received at an amount greater than \$84million by the City of Santa Fe, bargaining unit members shall advance one letter grade for each of their respective anniversary dates that occurred between July 1, 2010 and June 30 2012. Both parties agree that once bargaining unit members have advanced the appropriate number of letter grades the Longevity Incentive shall thenceforth operate as outlined in the Pay Plan)(Article 370). On August 26<sup>th</sup> the Finance Director Marcos Tapia announced the GRT to be above the 84million mark. The result of this being the reinstatement of our time in service step increase, and any years that were suspended during those years. Let me be clear this is not a raise. It was in our contract before the recession. This is money that is owed to our members, and agreed to between the city and the union. Put simply it is finding out your friend has \$100.00 and you ask to borrow \$20, when the debt is paid it is not considered a raise, but money owed. The cost of upholding this provision in our contract will be \$86,000. When this is done we will sign off on last year's negotiations and move forward with the negotiations for FY 14-15, where hopefully we can persuade the city to give raises for our members. At this time we were hoping to have this taken care of and our pay fully reinstated, and now it looks like we are talking retro pay back to the first pay period after the announcement by the Finance Director Marcos Tapia that revenue was \$84,833,000. That pay period would have been September 14. What we are asking is this committee upholds our contract, signed by the Mayor David Coss, City attorney Gino Zamora, City Clerk Yolanda Vigil, and Local 2059 president Carl Schmitt.

At this time I can answer any questions you may have.

Again I would like to thank you, and also thank Chief Litzenberg and his staff for working with the union, to ensure a strong working relationship, and a stronger Fire Department.

*Ephraim "2"*

### **ARTICLE 361-BASE RATE ADJUSTMENT Fiscal Year 2011/2012**

All employees covered by this Agreement shall receive a zero percent (0%) base rate adjustment.

### **ARTICLE 362-COST OF LIVING ADJUSTMENT Fiscal Year 2011/2012**

All bargaining unit members shall receive a zero percent (0%) cost of living adjustment to their base salary.

### **ARTICLE 363-TIME IN SERVICE STEP INCREASE**

#### **Section 1**

Step increases as outlined in Article 370 (the "Pay Plan") will be frozen for this fiscal year. Bargaining unit members will remain at the pay grade at which they were when the step increases as outlined in the Pay Plan were frozen. Bargaining unit members who receive promotions will receive the positional pay increase as outlined in the Pay Plan but not the time in service step increases.

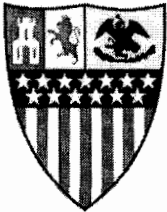
Step increases as outlined in the Pay Plan will be reinstated on June 30, 2012. Bargaining unit members shall advance one letter grade as described in Section 2 of this Article.

Once growth receipts taxes are received at an amount greater than \$84 million by the City of Santa Fe, bargaining unit members shall advance one letter grade for each of their respective anniversary dates that occurred between July 1, 2010 and June 30, 2012. Both parties agree that once the Pay Plan has been reinstated and bargaining unit members have advanced the appropriate number of letter grades, Section 1 of this article shall expire and the Longevity Incentive shall thenceforth operate in accordance with Section 2 of this Article.

## Section 2

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression of one letter grade as reflected on the Pay Plan (Article 370).

Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.



**FINANCE COMMITTEE MEETING OF  
SEPTEMBER 16, 2013  
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION  
BY MEMBERS OF THE GOVERNING BODY**

<b>Mayor David Coss</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Patti Bushee</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A Resolution Relating To The Health, Safety And Welfare Of The Residents Of Santa Fe; Directing City Staff To Collaborate With The Families & Friends Against Drugs ("Ffad") Organization To Organize A Community-Wide Panel Discussion To Bring Awareness And Offer Solutions To The Heroin And Opiate Addiction Problem That Is Plaguing Santa Fe.	Finance – 9/30/13 Council – 10/9/13
<b>Councilor Chris Calvert</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Bill Dimas</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Carmichael Dominguez</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Peter Ives</b>		
<b>Councilor Chris Rivera</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Ron Trujillo</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Rebecca Wurzbarger</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Melissa Byers, (505)955-6518, [mdbyers@santafenm.gov](mailto:mdbyers@santafenm.gov).

*Exhibit "3"*



CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2013-\_\_\_\_

INTRODUCED BY:

Councilor Patti Bushee

A RESOLUTION

RELATING TO THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF  
SANTA FE; DIRECTING CITY STAFF TO COLLABORATE WITH THE FAMILIES &  
FRIENDS AGAINST DRUGS ("FFAD") ORGANIZATION TO ORGANIZE A  
COMMUNITY-WIDE PANEL DISCUSSION TO BRING AWARENESS AND OFFER  
SOLUTIONS TO THE HEROIN AND OPIATE ADDICTION PROBLEM THAT IS  
PLAGUING SANTA FE.

**WHEREAS**, there is a heroin and opiate epidemic that is plaguing Santa Fe; and

**WHEREAS**, many Santa Fe residents been affected by the devastating effects that heroin  
and opiate addiction has had on their families; and

**WHEREAS**, according to a recent national poll, 40% of high school seniors do not believe  
there is any great risk of using heroin; and

**WHEREAS**, there is a need to for parents, teens, educators, elected officials and health care  
professionals to come together to bring awareness and offer solutions about the heroin and drug  
problem that is plaguing Santa Fe.

1. The purpose of the panel discussion will be to bring awareness and offer solutions to the heroin/opiate addiction problem in Santa Fe and to provide a forum for questions and answers.
2. The panel discussion will take place at a City-owned facility.
3. The panel will consist of approximately 10 members which will include health care professionals, educators, counselors and City staff.
4. City staff will be designated to facilitate the panel discussion.

12 PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

14 \_\_\_\_\_

15 DAVID COSS, MAYOR

16	ATTEST:
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18 \_\_\_\_\_  
19 YOLANDA Y. VIGIL, CITY CLERK

20 APPROVED AS TO FORM:

1

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2 GENO ZAMORA, CITY ATTORNEY

3

4 *m/melissa/resolutions 2013/Heroin Panel*

**City of Santa Fe**  
**Gross Receipts Taxes Collected (less Water 1/4%)**

**BENCHMARK YEAR**

MONTH	FY Actual 2007/08	% Inc/Dec	FY Actual 2010/11	% Inc/Dec	FY Actual 2011/12	% Inc/Dec	FY Actual 2012/13	% Inc/Dec	FY Actual 2013/14	% Inc/Dec	\$ Diff to PY	FY Budget 2013-14	% Actual to Budget	Over/Under Budget
JUL	7,375,729	15.39%	6,253,785	-8.06%	6,868,168	9.82%	6,839,744	-0.41%	7,330,377	7.17%	490,633	6,828,071	7.36%	502,306
AUG	8,237,747	-2.16%	7,692,859	4.32%	7,651,436	-0.54%	7,557,228	-1.23%	7,638,713	1.08%	81,486	7,544,330	1.25%	94,383
SEPT	7,534,469	9.30%	6,865,871	-4.91%	7,162,003	4.31%	7,251,040	1.24%	7,703,661	7.56%	452,621	7,238,665	6.42%	464,996
OCT	7,792,052	4.44%	7,300,775	2.35%	7,456,520	2.13%	7,541,435	1.14%				7,528,565		
NOV	7,767,989	2.05%	6,788,772	-1.43%	7,169,747	5.61%	7,047,078	-1.71%				7,035,052		
DEC	7,385,740	-2.52%	6,492,101	-2.60%	6,576,396	1.30%	7,114,531	8.18%				7,102,389		
JAN	6,986,767	4.62%	6,284,002	2.70%	6,653,844	5.89%	6,672,604	0.28%				6,661,216		
FEB	8,725,121	8.61%	7,786,459	2.88%	8,240,913	5.84%	7,731,934	-6.18%				7,718,739		
MAR	6,680,180	-4.15%	5,705,183	-1.20%	6,242,865	9.42%	6,728,219	7.77%				6,716,737		
APR	5,957,049	-4.68%	5,775,585	1.59%	6,318,974	9.41%	5,828,888	-7.76%				5,818,941		
MAY	6,903,178	-34.00%	6,821,323	3.67%	7,132,860	4.57%	7,364,997	3.25%				7,352,428		
JUN	7,201,012	-4.48%	6,687,665	7.65%	6,249,687	-6.55%	6,584,103	5.35%				6,572,867		

TOTALS \$88,547,033 2.07% \$80,454,380 0.54% \$83,723,413 4.06% \$84,261,803 0.64% \$22,672,752 \$1,024,740 \$84,118,000 7.36% \$1,061,686

**Prior Years' Comparison:**

July-Sept 23,147,945 6.65% 20,812,515 -2.73% 21,681,607 4.18% 21,648,012 -0.15% 22,672,752 4.73% 1,024,739.52 21,611,066 -4.68% 1,061,685.74

\*\* FY 2008-2009 and FY 2009-10 have been hidden in EXCEL.  
They can be opened for viewing.

**Budget vs Actual year-to-date comparison** 4.68% 1,061,685.74  
**Current Actual year-to-date vs. prior year-to-date:** 4.37% 1,024,739.52  
**Current Actual year-to-date vs. FY 07-08 year-to-date:** -2.68% (475,193.53)

**July 2005 1/4% GRT increase: WATER**

MONTH	FY Actual 2007/08	% Inc/Dec	FY Actual 2010/11	% Inc/Dec	FISCAL YR 2011/12	% Incr/Decr	FISCAL YR 2012/13	% Incr/Decr	FISCAL YR 2013/14	% Incr/Decr	\$ Diff to PY	FY Budget 2013-14	% Actual to Budget	Over/Under Budget
JUL	633,957	14.35%	545,951	-7.89%	598,654	9.65%	600,324	0.28%	642,087	7.26%	41,763	594,589	7.99%	47,498
AUG	714,599	-95.00%	671,821	4.65%	667,629	-0.62%	659,002	-1.29%	669,004	0.21%	10,002	652,706	2.50%	16,298
SEPT	653,432	9.04%	597,858	-4.98%	625,006	4.54%	634,132	1.46%	674,853	7.98%	49,847	628,073	7.45%	46,780
OCT	676,530	3.87%	636,744	2.29%	648,133	1.79%	659,894	1.81%				653,589		
NOV	679,250	4.49%	590,905	-0.92%	625,532	5.86%	616,187	-1.49%				610,300		
DEC	647,257	2.30%	566,931	-2.31%	573,490	1.16%	622,564	8.56%				616,616		
JAN	612,303	2.59%	549,104	2.66%	580,657	5.75%	583,650	0.52%				578,074		
FEB	765,368	9.23%	680,339	2.79%	722,984	6.27%	676,802	-6.39%				670,335		
MAR	585,468	-0.35%	499,794	-0.75%	543,902	8.83%	589,701	8.42%				584,067		
APR	546,057	4.90%	499,776	0.71%	551,043	10.26%	509,652	-7.51%				504,783		
MAY	951,790	57.65%	594,603	3.83%	622,468	4.69%	643,878	3.44%				637,726		
JUN	631,448	4.36%	580,691	7.17%	543,012	-6.49%	574,631	5.82%				569,142		

TOTALS \$8,097,459 8.74% \$7,014,517 -1.37% 7,302,510 3.55% \$7,370,419 0.55% \$1,985,945 \$101,612 \$7,300,000 \$110,577

**Prior Years' Comparison:**

July-Sept 2,001,989 6.77% 1,815,630 -2.59% 1,891,289 4.17% 1,893,458 1,985,945 4.88% 101,612 1,875,368 5.90% 110,576.79

**Budget vs Actual year-to-date comparison** 5.90% 110,576.79  
**Current year-to-date vs. prior year-to-date:** 4.68% 101,612.30  
**Current year-to-date vs. FY 07-08 year-to-date:** -0.89% (16,043.78)

Exhibit 15

**City of Santa Fe  
Gross Receipts by Category  
Fiscal Years 2013-14 vs. 2012-13**

**September  
(July Activity)**

Category	September 2013-2014	September 2012-2013	Dollar Difference	Percent Difference
Agriculture, forestry, hunting	14,302	23,338	(9,036)	-38.72%
Mining	0	0	0	0.00%
Utilities	202,394	200,561	1,833	0.91%
Construction	775,699	713,280	62,419	8.75%
Manufacturing	123,673	129,467	(5,794)	-4.48%
Wholesale	107,862	129,692	(21,830)	-16.83%
Retail	2,304,400	2,268,203	36,197	1.60%
Transportation & warehousing	16,377	17,352	(975)	-5.62%
Information & Cultural Indust.	281,398	288,485	(7,086)	-2.46%
Finance & insurance	125,681	90,638	35,043	38.66%
Real estate, rental & leasing	157,408	168,010	(10,602)	-6.31%
Prof, Scientific, Technical	558,755	553,172	5,583	1.01%
Management of companies	19,559	16,701	2,858	17.11%
Admin & Support, Waste Mgt	59,612	90,459	(30,847)	-34.10%
Educational Services	63,337	13,534	49,803	368.00%
Health Care & Social Assist	435,951	371,257	64,694	17.43%
Arts, Entertainment & Recr	42,122	48,116	(5,994)	-12.46%
Accommodation & Food	1,104,823	1,015,290	89,533	8.82%
Other Services	886,422	835,953	50,469	6.04%
Public Administration	0	0	0	0.00%
Unclassified	41,342	21,793	19,549	89.70%
State reimb-food/med tax	1,038,021	865,356	172,665	19.95%
Muni. Equivalent Distribution	19,376	24,514	(5,139)	-20.96%
<b>Total Distribution</b>	<b>8,378,514</b>	<b>7,885,172</b>	<b>493,343</b>	<b>6.26%</b>

**City of Santa Fe  
GRT Analysis By Category  
Fiscal Years 2013-14 vs. 2012-13**

**Cumulative YTD  
(May - July Activity)**

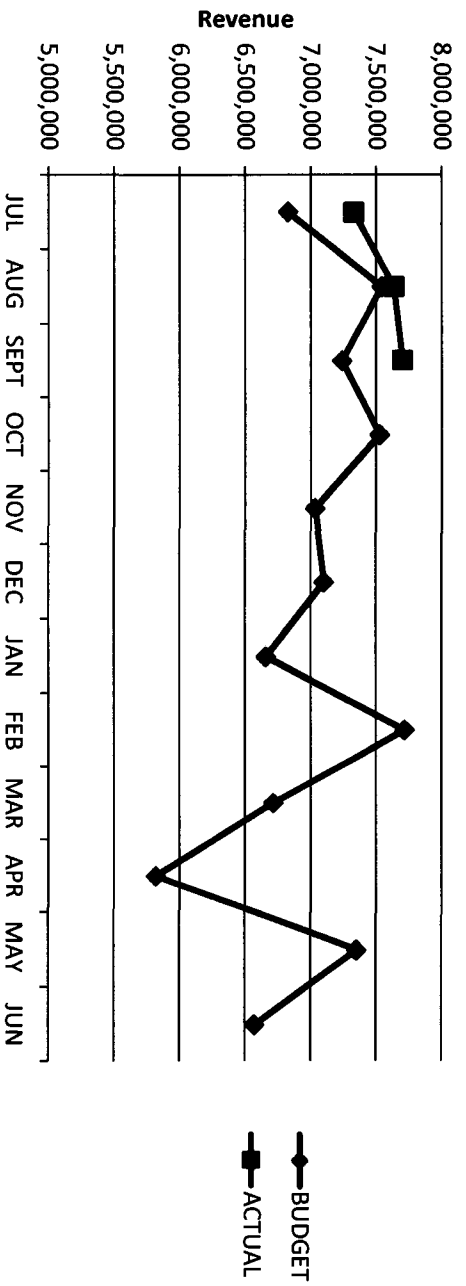
Category	July - Sept 2013-2014	July - Sept 2013-2014	Dollar Difference	Percent Difference
Agriculture, forestry, hunting, fishing	58,597	102,443	(43,845)	-42.80%
Mining	797	1,200	(403)	0.00%
Utilities	557,602	529,212	28,390	5.36%
Construction	2,394,879	2,074,628	320,251	15.44%
Manufacturing	363,528	383,274	(19,746)	-5.15%
Wholesale	324,539	406,562	(82,023)	-20.17%
Retail	6,795,853	6,828,685	(32,832)	-0.48%
Transportation & warehousing	46,293	50,873	(4,580)	-9.00%
Information and Cultural Indust	870,000	862,829	7,171	0.83%
Finance & Insurance	310,475	277,108	33,367	12.04%
Real estate, rental & leasing	589,448	476,579	112,870	23.68%
Professional, Scientific, Tech	2,033,810	1,803,307	230,503	12.78%
Management of companies	50,541	54,027	(3,486)	-6.45%
Admin & Support, Waste Mgt	183,005	258,089	(75,085)	-29.09%
Educational Services	120,803	86,155	34,648	40.22%
Health care and social assist	1,143,014	1,146,237	(3,224)	-0.28%
Arts, Entertainment & Recr	133,415	133,515	(100)	-0.08%
Accommodation & Food	3,099,317	2,843,561	255,756	8.99%
Other Services	2,635,921	2,457,944	177,977	7.24%
Public Administration	0	0	0	0.00%
Unclassified	137,776	72,924	64,852	88.93%
State reimb-food/med tax	2,751,180	2,619,294	131,886	5.04%
Muni. Equivalent Distribution	57,904	73,023	(15,120)	100.00%
<b>Total Distribution</b>	<b>24,658,697</b>	<b>23,541,470</b>	<b>1,117,226</b>	<b>4.75%</b>

**City of Santa Fe**  
**GRT Analysis By Category**  
**Fiscal Years 2013-14 vs. 2012-2013 and 2007-2008**

**Cumulative YTD**  
**(May-July Activity)**

<b>Category</b>	<b>July-Sept 2013-2014</b>	<b>July-Sept 2012-2013</b>	<b>July-Sept 2007-2008</b>	<b>Dollar Dif FY 13-14 vs FY 12-13</b>	<b>Percent Dif FY 13-14 vs FY 12-13</b>	<b>Dollar Dif FY 13-14 vs FY 07-08</b>	<b>Percent Dif FY 13-14 vs FY 07-08</b>
Agriculture, forestry, hunting, fishing	58,597	102,443	169,722	(43,845)	-42.80%	(111,124)	-65.47%
Mining	797	1,200	60	(403)	0.00%	737	0.00%
Utilities	557,602	529,212	444,676	28,390	5.36%	112,926	25.40%
Construction	2,394,879	2,074,628	3,580,869	320,251	15.44%	(1,185,990)	-33.12%
Manufacturing	363,528	383,274	554,271	(19,746)	-5.15%	(190,743)	-34.41%
Wholesale	324,539	406,562	536,162	(82,023)	-20.17%	(211,623)	-39.47%
Retail	6,795,853	6,828,685	7,488,652	(32,832)	-0.48%	(692,800)	-9.25%
Transportation & warehousing	46,293	50,873	158,895	(4,580)	-9.00%	(112,602)	-70.87%
Information and Cultural Indust	870,000	862,829	390,079	7,171	0.83%	479,921	123.03%
Finance & Insurance	310,475	277,108	287,376	33,367	12.04%	23,099	8.04%
Real estate, rental & leasing	589,448	476,579	615,161	112,870	23.68%	(25,712)	-4.18%
Professional, Scientific, Tech	2,033,810	1,803,307	1,594,948	230,503	12.78%	438,862	27.52%
Management of companies	50,541	54,027	113,271	(3,486)	-6.45%	(62,730)	-55.38%
Admin & Support, Waste Mgt	183,005	258,089	110,692	(75,085)	-29.09%	72,312	65.33%
Educational Services	120,803	86,155	65,826	34,648	40.22%	54,977	83.52%
Health care and social assist	1,143,014	1,146,237	935,764	(3,224)	-0.28%	207,250	22.15%
Arts, Entertainment & Recr	133,415	133,515	103,938	(100)	-0.08%	29,477	28.36%
Accommodation & Food	3,099,317	2,843,561	2,806,884	255,756	8.99%	292,433	10.42%
Other Services	2,635,921	2,457,944	2,581,072	177,977	7.24%	54,849	2.13%
Public Administration	0	0	68	0	0.00%	(68)	0.00%
Unclassified	137,776	72,924	575,838	64,852	88.93%	(438,063)	-76.07%
State reimb-food/med tax**	2,751,180	2,619,294	2,035,713	131,886	5.04%	715,467	35.15%
Muni. Equivalent Distribution	57,904	73,023	0	(15,120)	100.00%	57,904	100.00%
<b>Total Distribution</b>	<b>24,658,697</b>	<b>23,541,470</b>	<b>25,149,934</b>	<b>1,117,226</b>	<b>4.75%</b>	<b>(491,238)</b>	<b>-1.95%</b>

## Comparison of Budget vs Actual FY 12-13



## Comparison of 2 YRS to Benchmark

